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APRIL | 5th | 2025

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Cleanup Questions: Allison Kardon
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STATE OF NEW YORK

6338

2025-2026 Regular Sessions

IN SENATE

March 11, 2025

Introduced by Sen. WEBER -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the town law, in relation to authorizing the town of Orangetown, county of Rockland to establish community preservation funds; to amend the tax law, in relation to authorizing the town of Orangetown to impose a real estate transfer tax with revenues therefrom to be deposited in said community preservation fund; and providing for the repeal of certain provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The town law is amended by adding a new section 64-1 to
2 read as follows:

3 § 64-1. Town of Orangetown preservation funds. 1. As used in this
4 section, the following words and terms shall have the following mean-
5 ings:

6 (a) "Town" means the town of Orangetown.

7 (b) "Community preservation" shall mean and include any of the
8 purposes outlined in subdivision five of this section.

9 (c) "Board" means the advisory board required pursuant to subdivision
10 six of this section.

11 (d) "Fund" means the community preservation fund created pursuant to
12 subdivision two of this section.

13 (e) "Tax" shall mean the real estate transfer tax imposed pursuant to
14 section fourteen hundred thirty-nine-bbb of the tax law or, if the
15 context clearly indicates, shall mean the real estate transfer tax
16 imposed pursuant to article thirty-one of the tax law.

17 2. The town board of the town of Orangetown is authorized to establish
18 by local law a community preservation fund pursuant to the provisions of
19 this section. Deposits into the fund may include revenues of the local
20 government from whatever source and shall include, at a minimum, all
21 revenues from a tax imposed upon the transfer of real property interests

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 in such town pursuant to article thirty-one-A-four of the tax law. The
2 fund shall also be authorized to accept gifts of any such interests in
3 land or of funds. Interest accrued by monies deposited into the fund
4 shall be credited to the fund. In no event shall monies deposited in the
5 fund be transferred to any other account. Nothing contained in this
6 section shall be construed to prevent the financing in whole or in part,
7 pursuant to the local finance law, of any acquisition authorized pursu-
8 ant to this section. Monies from the fund may be utilized to repay any
9 indebtedness or obligations incurred pursuant to the local finance law
10 consistent with effectuating the purposes of this section.

11 3. The purposes of the fund shall be exclusively: (a) to implement a
12 plan for the preservation of community character as required by this
13 section, (b) to acquire interests or rights in real property for the
14 preservation of community character within the town including villages
15 therein in accordance with such plan and in cooperation with willing
16 sellers, (c) to establish a bank pursuant to a transfer of development
17 rights program consistent with section two hundred sixty-one-a of this
18 chapter, and (d) to provide a management and stewardship program for
19 such interests and rights consistent with subdivision ten of this
20 section and in accordance with such plan designed to preserve community
21 character. Not more than ten percent of the fund shall be utilized for
22 the management and stewardship program.

23 4. If the implementation of the community preservation project plan,
24 adopted by the town board, as provided in subdivision seven of this
25 section, has been completed, and funds are no longer needed for the
26 purposes outlined in this subdivision, then any remaining monies in the
27 fund shall be applied to reduce any bonded indebtedness or obligations
28 incurred to effectuate the purposes of this section.

29 5. Preservation of community character shall involve one or more of
30 the following:

- 31 (a) preservation of open space;
32 (b) establishment of parks, nature preserves, or recreation areas;
33 (c) preservation of land which is predominantly viable agricultural
34 land, as defined in subdivision seven of section three hundred one of
35 the agriculture and markets law, or unique and irreplaceable agricul-
36 tural land, as defined in subdivision six of section three hundred one
37 of the agriculture and markets law;
38 (d) preservation of freshwater marshes or other wetlands;
39 (e) preservation of aquifer recharge areas;
40 (f) preservation of undeveloped beach-lands or shoreline;
41 (g) establishment of wildlife refuges for the purpose of maintaining
42 native animal species diversity, including the protection of habitat
43 essential to the recovery of rare, threatened or endangered species;
44 (h) preservation of unique or threatened ecological areas;
45 (i) preservation of rivers and river areas in a natural, free-flowing
46 condition;
47 (j) preservation of forested land;
48 (k) preservation of public access to lands for public use including
49 stream rights and waterways;
50 (l) preservation of historic places and properties listed on the New
51 York state register of historic places and/or protected under a munici-
52 pal historic preservation ordinance or law;
53 (m) undertaking any of the purposes of this subdivision in furtherance
54 of the establishment of a greenbelt; and
55 (n) preservation of land of exceptional scenic value.

1 6. The town board which has established a community preservation fund
2 shall create an advisory board to review and make recommendations on
3 proposed acquisitions of interests in real property using monies from
4 the fund. Such board shall consist of five or seven legal residents of
5 the municipality who shall serve without compensation. No member of the
6 local legislative body shall serve on the board. A majority of the
7 members of the board shall have demonstrated experience with conserva-
8 tion or land preservation activities. The board shall act in an advisory
9 capacity to the town board. At least one member of the board shall be
10 an active farmer. Board members' terms shall be staggered.

11 7. The town board which has established a community preservation fund
12 shall, by local law, adopt a community preservation project plan. Such
13 plan shall list every project which the town plans to undertake pursuant
14 to the community preservation fund. Such plan shall provide for a
15 detailed evaluation of all available land use alternatives to protect
16 community character, including but not limited to: (a) fee simple acqui-
17 sition, (b) zoning regulations, including density reductions, cluster
18 development, and site plan and design requirements, (c) transfer of
19 development rights, (d) the purchase of development rights, and (e)
20 scenic and conservation easements. Said evaluation shall be as specific
21 as practicable as to each parcel selected for inclusion in such plan.
22 Such plan shall establish the priorities for preservation, and shall
23 include the preservation of farmland as its highest priority. Funds
24 from the community preservation fund may only be expended for projects
25 which have been included in such plan. Such plan shall be updated not
26 less than once every five years, but in no event until at least three
27 years after the adoption of the original plan. A copy of such plan shall
28 be filed with the town clerk, the commissioner of environmental conser-
29 vation, the commissioner of agriculture and markets and the commissioner
30 of the office of parks, recreation and historic preservation. Such plan
31 shall be completed at least sixty days before the submission of the
32 mandatory referendum required by section fourteen hundred thirty-nine-
33 bbb of the tax law. If at the time of referendum, the town shall have in
34 place an adopted open space plan, such plan shall be deemed sufficient
35 to waive the preservation plan requirements of this subdivision. Any
36 monies expended from the community preservation plan shall, however be
37 consistent with the purposes outlined in subdivisions three and five of
38 this section and with the open space plan for a period not to exceed
39 twelve months.

40 8. The town board which has established a community preservation fund
41 pursuant to this section may study and consider establishing a transfer
42 of development rights program to protect community character as provided
43 for by section two hundred sixty-one-a of this chapter. All provisions
44 of such section two hundred sixty-one-a shall be complied with. If at
45 any time during the life of the community preservation fund a transfer
46 of development rights program is established, the town may utilize
47 monies from the community preservation fund in order to create and fund
48 a central bank of the transfer of development rights program. If at any
49 time during the life of the community preservation fund, a transfer of
50 development rights program is repealed by the town, all monies from the
51 central bank shall be returned to the community preservation fund.

52 9. No interests or rights in real property shall be acquired pursuant
53 to this section until a public hearing is held as required by section
54 two hundred forty-seven of the general municipal law; provided, however,
55 that nothing herein shall prevent the town board from entering into a
56 conditional purchase agreement before a public hearing is held. Any

1 resolution of the town board approving an acquisition of rights or
2 interest in real property pursuant to this section, shall find that
3 acquisition was the best alternative for the protection of community
4 character of all the reasonable alternatives available to the town.

5 10. Rights or interest in real property acquired pursuant to this
6 section shall be administered and managed in a manner which (a) allows
7 public use and enjoyment in a manner compatible with the natural,
8 scenic, historic and open space character of such lands; (b) preserves
9 the native biological diversity of such lands; (c) with regard to open
10 spaces, limits improvements to enhancing access for passive use of such
11 lands such as nature trails, boardwalks, bicycle paths, and peripheral
12 parking areas provided that such improvements do not degrade the ecolog-
13 ical value of the land or threaten essential wildlife habitat; and (d)
14 preserves cultural property consistent with accepted standards for
15 historic preservation. Notwithstanding any other provision of this
16 subdivision there shall be no right to public use and enjoyment of land
17 used in conjunction with a farm operation as defined by subdivision
18 eleven of section three hundred one of the agriculture and markets law.
19 In furthering the purposes of this section, the town may enter into
20 agreements with corporations organized under the not-for-profit corpo-
21 ration law and engage in land trust activities to manage lands including
22 less than fee interests acquired pursuant to the provisions of this
23 section, provided that any such agreement shall contain a provision that
24 such corporation shall keep the lands accessible to the public unless
25 such corporation shall demonstrate to the satisfaction of the town that
26 public accessibility would be detrimental to the lands or any natural
27 resources associated therewith.

28 11. Rights or interests in real property acquired with monies from
29 such fund shall not be sold, leased, exchanged, donated, or otherwise
30 disposed of or used for other than the purposes permitted by this
31 section without the express authority of an act of the state legisla-
32 ture, which shall provide for the substitution of other lands of equal
33 environmental value and fair market value and reasonably equivalent
34 usefulness and location to those to be discontinued, sold or disposed
35 of, and such other requirements as shall be approved by the state legis-
36 lature. Any conservation easements, created under title three of article
37 forty-nine of the environmental conservation law, which are acquired
38 with monies from such fund may only be modified or extinguished as
39 provided in section 49-0307 of such law. Nothing in this section shall
40 preclude the town, by local law, from establishing additional
41 restrictions to the alienation of lands acquired pursuant to this
42 section. This subdivision shall not apply to the sale of development
43 rights by the town acquired pursuant to this section, where said sale is
44 made by a central bank created by the town, pursuant to a transfer of
45 development rights program established by the town pursuant to section
46 two hundred sixty-one-a of this chapter, provided, however that (a) the
47 lands from which said development rights were acquired shall remain
48 preserved in perpetuity by a permanent conservation easement or other
49 instrument that similarly preserves the community character referenced
50 in subdivision five of this section, and (b) the proceeds from such sale
51 shall be deposited in the community preservation fund.

52 § 2. The tax law is amended by adding a new article 31-A-4 to read as
53 follows:

54 ARTICLE 31-A-4

55 TAX ON REAL ESTATE TRANSFERS IN THE TOWN OF ORANGETOWN

56 Section 1439-aaa. Definitions.

1 1439-bbb. Imposition of tax.

2 1439-ccc. Payment of tax.

3 1439-ddd. Liability for tax.

4 1439-eee. Exemptions.

5 1439-fff. Credit.

6 1439-ggg. Cooperative housing corporation transfers.

7 1439-hhh. Designation of agents.

8 1439-iii. Liability of recording officer.

9 1439-jjj. Refunds.

10 1439-kkk. Deposit and disposition of revenue.

11 1439-lll. Judicial review.

12 1439-mmm. Apportionment.

13 1439-nnn. Miscellaneous.

14 1439-ooo. Returns to be secret.

15 1439-ppp. Foreclosure proceedings.

16 § 1439-aaa. Definitions. When used in this article, unless otherwise
17 expressly stated, the following words and terms shall have the following
18 meanings:

19 1. "Person" means an individual, partnership, limited liability compa-
20 ny, society, association, joint stock company, corporation, estate,
21 receiver, trustee, assignee, referee or any other person acting in a
22 fiduciary or representative capacity, whether appointed by a court or
23 otherwise, any combination of individuals, and any other form of unin-
24 corporated enterprise owned or conducted by two or more persons.

25 2. "Controlling interest" means (a) in the case of a corporation,
26 either fifty percent or more of the total combined voting power of all
27 classes of stock of such corporation, or fifty percent or more of the
28 capital, profits or beneficial interest in such voting stock of such
29 corporation, and (b) in the case of a partnership, association, trust or
30 other entity, fifty percent or more of the capital, profits or benefi-
31 cial interest in such partnership, association, trust or other entity.

32 3. "Real property" means every estate or right, legal or equitable,
33 present or future, vested or contingent, in lands, tenements or heredi-
34 taments, including buildings, structures and other improvements thereon,
35 which are located in whole or in part within the town of Orangetown. It
36 shall not include rights to sepulture.

37 4. "Consideration" means the price actually paid or required to be
38 paid for the real property or interest therein, including payment for an
39 option or contract to purchase real property, whether or not expressed
40 in the deed and whether paid or required to be paid by money, property,
41 or any other thing of value. It shall include the cancellation or
42 discharge of an indebtedness or obligation. It shall also include the
43 amount of any mortgage, purchase money mortgage, lien or other encum-
44 brance, whether or not the underlying indebtedness is assumed or taken
45 subject to.

46 (a) In the case of a creation of a leasehold interest or the granting
47 of an option with use and occupancy of real property, consideration
48 shall include, but not be limited to, the value of the rental and other
49 payments attributable to the use and occupancy of the real property or
50 interest therein, the value of any amount paid for an option to purchase
51 or renew and the value of rental or other payments attributable to the
52 exercise of any option to renew.

53 (b) In the case of a creation of a subleasehold interest, consider-
54 ation shall include, but not be limited to, the value of the sublease
55 rental payments attributable to the use and occupancy of the real prop-
56 erty, the value of any amount paid for an option to renew and the value

1 of rental or other payments attributable to the exercise of any option
2 to renew less the value of the remaining prime lease rental payments
3 required to be made.

4 (c) In the case of a controlling interest in any entity that owns real
5 property, consideration shall mean the fair market value of the real
6 property or interest therein, apportioned based on the percentage of the
7 ownership interest transferred or acquired in the entity.

8 (d) In the case of an assignment or surrender of a leasehold interest
9 or the assignment or surrender of an option or contract to purchase real
10 property, consideration shall not include the value of the remaining
11 rental payments required to be made pursuant to the terms of such lease
12 or the amount to be paid for the real property pursuant to the terms of
13 the option or contract being assigned or surrendered.

14 (e) In the case of (1) the original conveyance of shares of stock in a
15 cooperative housing corporation in connection with the grant or transfer
16 of a proprietary leasehold by the cooperative corporation or cooperative
17 plan sponsor, and (2) the subsequent conveyance by the owner thereof of
18 such stock in a cooperative housing corporation in connection with the
19 grant or transfer of a proprietary leasehold for a cooperative unit
20 other than an individual residential unit, consideration shall include a
21 proportionate share of the unpaid principal of any mortgage on the real
22 property of the cooperative housing corporation comprising the cooper-
23 ative dwelling or dwellings. Such share shall be determined by multi-
24 plying the total unpaid principal of the mortgage by a fraction, the
25 numerator of which shall be the number of shares of stock being conveyed
26 in the cooperative housing corporation in connection with the grant or
27 transfer of a proprietary leasehold and the denominator of which shall
28 be the total number of shares of stock in the cooperative housing corpo-
29 ration.

30 5. "Conveyance" means the transfer or transfers of any interest in
31 real property by any method, including but not limited to, sale,
32 exchange, assignment, surrender, mortgage foreclosure, transfer in lieu
33 of foreclosure, option, trust indenture, taking by eminent domain,
34 conveyance upon liquidation or by a receiver, or transfer or acquisition
35 of a controlling interest in any entity with an interest in real proper-
36 ty. Transfer of an interest in real property shall include the creation
37 of a leasehold or sublease only where (a) the sum of the term of the
38 lease or sublease and any options for renewal exceeds forty-nine years,
39 (b) substantial capital improvements are or may be made by or for the
40 benefit of the lessee or sublessee, and (c) the lease or sublease is for
41 substantially all of the premises constituting the real property.
42 Notwithstanding the foregoing, conveyance of real property shall not
43 include a conveyance made pursuant to devise, bequest or inheritance;
44 the creation, modification, extension, spreading, severance, consol-
45 idation, assignment, transfer, release or satisfaction of a mortgage; a
46 mortgage subordination agreement, a mortgage severance agreement, an
47 instrument given to perfect or correct a recorded mortgage; or a release
48 of lien of tax pursuant to this chapter or the internal revenue code.

49 6. "Interest in the real property" includes title in fee, a leasehold
50 interest, a beneficial interest, an encumbrance, development rights, air
51 space and air rights, or any other interest with the right to use or
52 occupancy of real property or the right to receive rents, profits or
53 other income derived from real property. It shall also include an option
54 or contract to purchase real property. It shall not include a right of
55 first refusal to purchase real property.

1 7. "Grantor" means the person making the conveyance of real property
2 or interest therein. Where the conveyance consists of a transfer or an
3 acquisition of a controlling interest in an entity with an interest in
4 real property, "grantor" means the entity with an interest in real prop-
5 erty or a shareholder or partner transferring stock or partnership
6 interest, respectively.

7 8. "Grantee" means the person who obtains real property or interest
8 therein as a result of a conveyance.

9 9. "Fund" means a community preservation fund created pursuant to
10 section sixty-four-1 of the town law.

11 10. "Recording officer" means the county clerk of the county of Rock-
12 land.

13 11. "Town" means the town of Orangetown, county of Rockland.

14 12. "Treasurer" means the treasurer of the county of Rockland.

15 13. "Town supervisor" means the town supervisor of the town of Orange-
16 town.

17 14. "Tax" shall mean the real estate transfer tax imposed pursuant to
18 section fourteen hundred thirty-nine-bbb of this article or, if the
19 context clearly indicates, shall mean the real estate transfer tax
20 imposed pursuant to article thirty-one of this chapter.

21 15. "Residential real property" means property which satisfies at
22 least one of the following conditions:

23 (a) the property classification code assigned to the property on the
24 latest final assessment roll, as reported on the transfer report form,
25 indicates that the property is a one, two or three family home or a
26 rural residence; or

27 (b) the transfer report indicates that the property is a one, two or
28 three family residential property that has been newly constructed on
29 vacant land; or

30 (c) the transfer report form indicates that the property is a residen-
31 tial condominium.

32 § 1439-bbb. Imposition of tax. Notwithstanding any other provisions of
33 law to the contrary, the town of Orangetown, acting through its town
34 board, is hereby authorized and empowered to adopt a local law imposing
35 in such town a tax on each conveyance of real property or interest ther-
36 ein not to exceed a maximum of three-quarters of one percent of the
37 consideration for such conveyance, subject to the exemptions set forth
38 in section fourteen hundred thirty-nine-eee of this article; any such
39 local law shall fix the rate of such tax. Provided, however, any such
40 local law imposing, repealing or reimposing such tax shall be subject to
41 a mandatory referendum pursuant to section twenty-three of the municipal
42 home rule law. Notwithstanding the foregoing, prior to adoption of such
43 local law, the town must establish a community preservation fund pursu-
44 ant to section sixty-four-1 of the town law. Revenues from such tax
45 shall be deposited in such fund and may be used solely for the purposes
46 of such fund. Such local law shall apply to any conveyance occurring on
47 or after the first day of a month to be designated by such town board,
48 which is not less than sixty days after the enactment of such local law,
49 but shall not apply to conveyances made on or after such date pursuant
50 to binding written contracts entered into prior to such date, provided
51 that the date of execution of such contract is confirmed by independent
52 evidence such as the recording of the contract, payment of a deposit or
53 other facts and circumstances as determined by the treasurer.

54 § 1439-ccc. Payment of tax. 1. The real estate transfer tax imposed
55 pursuant to this article shall be paid to the treasurer or the recording
56 officer acting as the agent of the treasurer upon designation as such

1 agent by the treasurer. Such tax shall be paid at the same time as the
2 real estate transfer tax imposed by article thirty-one of this chapter
3 is required to be paid. Such treasurer or recording officer shall
4 endorse upon each deed or instrument effecting a conveyance a receipt
5 for the amount of the tax so paid.

6 2. A return shall be required to be filed with such treasurer or
7 recording officer for purposes of the real estate transfer tax imposed
8 pursuant to this article at the same time as a return is required to be
9 filed for purposes of the real estate transfer tax imposed by article
10 thirty-one of this chapter. The treasurer shall prescribe the form of
11 return, the information which it shall contain, and the documentation
12 that shall accompany the return. Said form shall be identical to the
13 real estate transfer tax return required to be filed pursuant to section
14 fourteen hundred nine of this chapter, except that the treasurer shall
15 adapt said form to reflect the provisions in this chapter that are
16 inconsistent, different, or in addition to the provisions of article
17 thirty-one of this chapter. The real estate transfer tax returns
18 required to be filed pursuant to this section shall be preserved for
19 three years and thereafter until such treasurer or recording officer
20 orders them to be destroyed.

21 3. The recording officer shall not record an instrument effecting a
22 conveyance unless the return required by this section has been filed and
23 the tax imposed pursuant to this article shall have been paid as
24 required in this section.

25 § 1439-ddd. Liability for tax. 1. The real estate transfer tax shall
26 be paid by the grantee. If the grantee has failed to pay the tax imposed
27 pursuant to this article or if the grantee is exempt from such tax, the
28 grantor shall have the duty to pay the tax. Where the grantor has the
29 duty to pay the tax because the grantee has failed to pay the tax, such
30 tax shall be the joint and several liability of the grantee and the
31 grantor.

32 2. For the purpose of the proper administration of this article and to
33 prevent evasion of the tax hereby imposed, it shall be presumed that all
34 conveyances are subject to the tax. Where the consideration includes
35 property other than money, it shall be presumed that the consideration
36 is the fair market value of the real property or interest therein. These
37 presumptions shall prevail until the contrary is proven, and the burden
38 of proving the contrary shall be on the person liable for payment of the
39 tax.

40 § 1439-eee. Exemptions. 1. The following shall be exempt from the
41 payment of the real estate transfer tax imposed by this article:

42 (a) The state of New York, or any of its agencies, instrumentalities,
43 political subdivisions, or public corporations (including a public
44 corporation created pursuant to an agreement or compact with another
45 state or the Dominion of Canada); and

46 (b) The United Nations, the United States of America or any of its
47 agencies or instrumentalities.

48 2. The tax shall not apply to any of the following conveyances:

49 (a) Conveyances to the United Nations, the United States of America,
50 the state of New York, or any of their instrumentalities, agencies or
51 political subdivisions (or any public corporation, including a public
52 corporation created pursuant to agreement or compact with another state
53 or the Dominion of Canada);

54 (b) Conveyances which are or were used to secure a debt or other obli-
55 gation;

1 (c) Conveyances which, without additional consideration, confirm,
2 correct, modify or supplement a deed previously recorded;

3 (d) Conveyances of real property without consideration and otherwise
4 than in connection with a sale, including deeds conveying realty as bona
5 fide gifts;

6 (e) Conveyances given in connection with a tax sale;

7 (f) Conveyances to effectuate a mere change of identity or form of
8 ownership or organization where there is no change in beneficial owner-
9 ship, other than conveyances to a cooperative housing corporation of the
10 real property comprising the cooperative dwelling or dwellings;

11 (g) Conveyances which consist of a deed of partition;

12 (h) Conveyances given pursuant to the federal bankruptcy act;

13 (i) Conveyances of real property which consist of the execution of a
14 contract to sell real property without the use or occupancy of such
15 property or the granting of an option to purchase real property without
16 the use or occupancy of such property;

17 (j) Conveyances of real property or a portion or portions of real
18 property that are the subject of one or more of the following develop-
19 ment restrictions:

20 (1) agricultural, conservation, scenic, or an open space easement;

21 (2) covenants or restrictions prohibiting development where the prop-
22 erty or portion of property being conveyed has had its development
23 rights permanently removed;

24 (3) a purchase of development rights agreement where the property or
25 portion of property being conveyed has had its development rights perma-
26 nently removed;

27 (4) a transfer of development rights agreement, where the property
28 being conveyed has had its development rights removed;

29 (5) real property subject to any locally adopted land preservation
30 agreement, provided said exemption is included in the local law imposing
31 the tax authorized by this article;

32 (k) Conveyances of real property, where the property is viable agri-
33 cultural land as defined in subdivision seven of section three hundred
34 one of the agriculture and markets law and the entire property to be
35 conveyed is to be made subject to one of the development restrictions
36 provided for in subparagraph two of paragraph (j) of this subdivision
37 provided that said development restriction precludes the conversion of
38 the property to a non-agricultural use for at least eight years from the
39 date of transfer, and said development restriction is evidenced by an
40 easement, agreement, or other suitable instrument which is to be
41 conveyed to the town simultaneously with the conveyance of the real
42 property; or

43 (l) Conveyances of real property for open space, parks, or historic
44 preservation purposes to any not-for-profit tax exempt corporation oper-
45 ated for conservation, environmental, or historic preservation purposes.

46 3. An exemption of one hundred thousand dollars shall be allowed on
47 the consideration of the conveyance of improved real property or an
48 interest therein, and an exemption of fifty thousand dollars shall be
49 allowed on the consideration of the conveyance of unimproved real prop-
50 erty.

51 § 1439-fff. Credit. A grantee shall be allowed a credit against the
52 tax due on a conveyance of real property to the extent tax was paid by
53 such grantee on a prior creation of a leasehold of all or a portion of
54 the same real property or on the granting of an option or contract to
55 purchase all or a portion of the same real property by such grantee.
56 Such credit shall be computed by multiplying the tax paid on the

1 creation of the leasehold or on the granting of the option or contract
2 by a fraction, the numerator of which is the value of the consideration
3 used to compute such tax paid which is not yet due to such grantor on
4 the date of the subsequent conveyance (and which such grantor will not
5 be entitled to receive after such date), and the denominator of which is
6 the total value of the consideration used to compute such tax paid.

7 § 1439-ggg. Cooperative housing corporation transfers. 1. Notwith-
8 standing the definition of "controlling interest" contained in subdivi-
9 sion two of section fourteen hundred thirty-nine-aaa of this article or
10 anything to the contrary contained in subdivision five of section four-
11 teen hundred thirty-nine-aaa of this article, the tax imposed pursuant
12 to this article shall apply to (a) the original conveyance of shares of
13 stock in a cooperative housing corporation in connection with the grant
14 or transfer of a proprietary leasehold by the cooperative corporation or
15 cooperative plan sponsor, and (b) the subsequent conveyance of such
16 stock in a cooperative housing corporation in connection with the grant
17 or transfer of a proprietary leasehold by the owner thereof. With
18 respect to any such subsequent conveyance where the property is an indi-
19 vidual residential unit, the consideration for the interest conveyed
20 shall exclude the value of any liens on certificates of stock or other
21 evidences of an ownership interest in and a proprietary lease from a
22 corporation or partnership formed for the purpose of cooperative owner-
23 ship of residential interest in real estate remaining thereon at the
24 time of conveyance. In determining the tax on a conveyance described in
25 paragraph (a) of this subdivision, a credit shall be allowed for a
26 proportionate part of the amount of any tax paid upon the conveyance to
27 the cooperative housing corporation of the real property comprising the
28 cooperative dwelling or dwellings to the extent that such conveyance
29 effectuated a mere change of identity or form of ownership of such prop-
30 erty and not a change in the beneficial ownership of such property. The
31 amount of the credit shall be determined by multiplying the amount of
32 tax paid upon the conveyance to the cooperative housing corporation by a
33 percentage representing the extent to which such conveyance effectuated
34 a mere change of identity or form of ownership and not a change in the
35 beneficial ownership of such property, and then multiplying the result-
36 ing product by a fraction, the numerator of which shall be the number of
37 shares of stock conveyed in a transaction described in paragraph (a) of
38 this subdivision, and the denominator of which shall be the total number
39 of shares of stock of the cooperative housing corporation (including any
40 stock held by the corporation). In no event, however, shall such credit
41 reduce the tax, on a conveyance described in paragraph (a) of this
42 subdivision, below zero, nor shall any such credit be allowed for a tax
43 paid more than twenty-four months prior to the date on which occurs the
44 first in a series of conveyances of shares of stock in an offering of
45 cooperative housing corporation shares described in paragraph (a) of
46 this subdivision.

47 2. Every cooperative housing corporation shall be required to file an
48 information return with the treasurer by July fifteenth of each year
49 covering the preceding period of January first through June thirtieth
50 and by January fifteenth of each year covering the preceding period of
51 July first through December thirty-first. The return shall contain such
52 information regarding the conveyance of shares of stock in the cooper-
53 ative housing corporation as the treasurer may deem necessary, includ-
54 ing, but not limited to, the names, addresses and employee identifica-
55 tion numbers or social security numbers of the grantor and the grantee,

1 the number of shares conveyed, the date of the conveyance and the
2 consideration paid for such conveyance.

3 § 1439-hhh. Designation of agents. The treasurer is authorized to
4 designate the recording officer to act as the treasurer's agent for
5 purposes of collecting the tax authorized by this article. The treasurer
6 shall provide for the manner in which the recording officer may be
7 designated as agent subject to such terms and conditions as the treasur-
8 er shall prescribe. The real estate transfer tax shall be paid to such
9 agent as provided in section fourteen hundred thirty-nine-ccc of this
10 article.

11 § 1439-iii. Liability of recording officer. A recording officer shall
12 not be liable for any inaccuracy in the amount of tax imposed pursuant
13 to this article that such recording officer shall collect so long as
14 they shall compute and collect such tax on the amount of consideration
15 or the value of the interest conveyed as such amounts are provided to
16 the recording officer by the person paying the tax.

17 § 1439-jjj. Refunds. Whenever the treasurer shall determine that any
18 moneys received under the provisions of the local law enacted pursuant
19 to this article were paid in error, the treasurer may cause such moneys
20 to be refunded pursuant to such requirements as they may prescribe,
21 provided that any application for such refund is filed with the treasur-
22 er within two years from the date the erroneous payment was made.

23 § 1439-kkk. Deposit and disposition of revenue. 1. All taxes, penal-
24 ties and interest imposed by the town under the authority of section
25 fourteen hundred thirty-nine-bbb of this article, which are collected by
26 the treasurer or the treasurer's agents, shall be deposited in a single
27 trust fund for the town and shall be kept in trust and separate and
28 apart from all other monies in possession of the treasurer. Moneys in
29 such fund shall be deposited and secured in the manner provided by
30 section ten of the general municipal law. Pending expenditure from such
31 fund, moneys therein may be invested in the manner provided in section
32 eleven of the general municipal law. Any interest earned or capital gain
33 realized on the moneys so deposited or invested shall accrue to and
34 become part of such fund.

35 2. The treasurer shall retain such amount as the treasurer may deter-
36 mine to be necessary for refunds with respect to the tax imposed by the
37 town, under the authority of section fourteen hundred thirty-nine-bbb of
38 this article, out of which the treasurer shall pay any refunds of such
39 taxes to those taxpayers entitled to a refund pursuant to the provisions
40 of this article.

41 3. The treasurer, after reserving such refunds, shall on or before the
42 twelfth day of each month pay to the town supervisor the taxes, penal-
43 ties and interest imposed by the town under the authority of section
44 fourteen hundred thirty-nine-bbb of this article, collected by the trea-
45 surer, pursuant to this article during the next preceding calendar
46 month. The amount so payable shall be certified to the town supervisor
47 by the treasurer, who shall not be held liable for any inaccuracy in
48 such certification. Provided, however, any such certification may be
49 based on such information as may be available to the treasurer at the
50 time such certification must be made under this section. Where the
51 amount so paid over to the town in any such distribution is more or less
52 than the amount due to the town, the amount of the overpayment or under-
53 payment shall be certified to the town supervisor by the treasurer, who
54 shall not be held liable for any inaccuracy in such certification. The
55 amount of the overpayment or underpayment shall be so certified to the
56 town supervisor as soon after the discovery of the overpayment or under-

1 payment as reasonably possible and subsequent payments and distributions
2 by the treasurer to the town shall be adjusted by subtracting the amount
3 of any such overpayment from or by adding the amount of any such under-
4 payment to such number of subsequent payments and distributions as the
5 treasurer and town supervisor shall consider reasonable in view of the
6 overpayment or underpayment and all other facts and circumstances.

7 4. All monies received from the treasurer shall be deposited in the
8 fund of the town, pursuant to section sixty-four-1 of the town law.

9 § 1439-lll. Judicial review. 1. Any final determination of the amount
10 of any tax payable under section fourteen hundred thirty-nine-ccc of
11 this article shall be reviewable for error, illegality or unconstitu-
12 tionality or any other reason whatsoever by a proceeding under article
13 seventy-eight of the civil practice law and rules if application there-
14 for is made to the supreme court within four months after the giving of
15 the notice of such final determination, provided, however, that any such
16 proceeding under article seventy-eight of the civil practice law and
17 rules shall not be instituted unless (a) the amount of any tax sought to
18 be reviewed, with such interest and penalties thereon as may be provided
19 for by local law shall be first deposited and there is filed an under-
20 taking, issued by a surety company authorized to transact business in
21 this state and approved by the state superintendent of financial
22 services as to solvency and responsibility, in such amount as a justice
23 of the supreme court shall approve to the effect that if such proceeding
24 be dismissed or the tax confirmed the petitioner will pay all costs and
25 charges which may accrue in the prosecution of such proceeding or (b) at
26 the option of the petitioner, such undertaking may be in a sum suffi-
27 cient to cover the taxes, interest and penalties stated in such determi-
28 nation, plus the costs and charges which may accrue against it in the
29 prosecution of the proceeding, in which event the petitioner shall not
30 be required to pay such taxes, interest or penalties as a condition
31 precedent to the application.

32 2. Where any tax imposed hereunder shall have been erroneously, ille-
33 gally or unconstitutionally assessed or collected and application for
34 the refund or revision thereof duly made to the proper fiscal officer or
35 officers, and such officer or officers shall have made a determination
36 denying such refund or revision, such determination shall be reviewable
37 by a proceeding under article seventy-eight of the civil practice law
38 and rules; provided, however, that (a) such proceeding is instituted
39 within four months after the giving of the notice of such denial, (b) a
40 final determination of tax due was not previously made, and (c) an
41 undertaking is filed with the proper fiscal officer or officers in such
42 amount and with such sureties as a justice of the supreme court shall
43 approve to the effect that if such proceeding be dismissed or the tax
44 confirmed, the petitioner will pay all costs and charges which may
45 accrue in the prosecution of such proceeding.

46 § 1439-mmm. Apportionment. A local law adopted by the town of Orange-
47 town, pursuant to this article, shall provide for a method of apportion-
48 ment for determining the amount of tax due whenever the real property or
49 interest therein is situated within and without the town.

50 § 1439-nnn. Miscellaneous. A local law adopted by the town of Orange-
51 town, pursuant to this article, may contain such other provisions as the
52 town deems necessary for the proper administration of the tax imposed
53 pursuant to this article, including provisions concerning the determi-
54 nation of tax, the imposition of interest on underpayments and overpay-
55 ments and the imposition of civil penalties. Such provisions shall be
56 identical to the corresponding provisions of the real estate transfer

1 tax imposed by article thirty-one of this chapter, so far as such
2 provisions can be made applicable to the tax imposed pursuant to this
3 article.

4 § 1439-ooo. Returns to be secret. 1. Except in accordance with proper
5 judicial order or as otherwise provided by law, it shall be unlawful for
6 the treasurer or any officer or employee of the county or town, includ-
7 ing any person engaged or retained on an independent contract basis, to
8 divulge or make known in any manner the particulars set forth or
9 disclosed in any return required under a local law enacted pursuant to
10 this article. However, that nothing in this section shall prohibit the
11 recording officer from making a notation on an instrument effecting a
12 conveyance indicating the amount of tax paid. No recorded instrument
13 effecting a conveyance shall be considered a return for purposes of this
14 section.

15 2. The officers charged with the custody of such returns shall not be
16 required to produce any of them or evidence of anything contained in
17 them in any action or proceeding in any court, except on behalf of the
18 county or town in any action or proceeding involving the collection of a
19 tax due under a local law enacted pursuant to this article to which such
20 county or town is a party, or a claimant, or on behalf of any party to
21 any action or proceeding under the provisions of a local law enacted
22 pursuant to this article when the returns or facts shown thereby are
23 directly involved in such action or proceeding, in any of which events
24 the court may require the production of, and may admit in evidence, so
25 much of said returns or of the facts shown thereby, as are pertinent to
26 the action or proceeding and no more.

27 3. Nothing herein shall be construed to prohibit the delivery to a
28 grantor or grantee of an instrument effecting a conveyance or the duly
29 authorized representative of a grantor or grantee of a certified copy of
30 any return filed in connection with such instrument or to prohibit the
31 publication of statistics so classified as to prevent the identification
32 of particular returns and the items thereof, or the inspection by the
33 legal representatives of such county or town of the return of any
34 taxpayer who shall bring action to set aside or review the tax based
35 thereon.

36 4. Any officer or employee of such county or town who willfully
37 violates the provisions of this section shall be dismissed from office
38 and be incapable of holding any public office in this state for a period
39 of five years thereafter.

40 § 1439-ppp. Foreclosure proceedings. Where the conveyance consists of
41 a transfer of property made as a result of an order of the court in a
42 foreclosure proceeding ordering the sale of such property, the referee
43 or sheriff effectuating such transfer shall not be liable for any inter-
44 est or penalties that are authorized pursuant to this article or article
45 thirty-seven of this chapter.

46 § 3. Severability. If any provision of this act or the application
47 thereof shall for any reason be adjudged by any court of competent
48 jurisdiction to be invalid, such judgment shall not affect, impair, or
49 invalidate the remainder of this act, but shall be confined in its oper-
50 ation to the provision thereof directly involved in the controversy in
51 which such judgment shall have been rendered.

52 § 4. This act shall take effect immediately; provided, however, that
53 section two of this act shall take effect on the ninetieth day after it
54 shall have become a law and shall expire December 31, 2045 when upon
55 such date the provisions of such section shall be deemed repealed.

STATE OF NEW YORK

6097

2025-2026 Regular Sessions

IN ASSEMBLY

February 26, 2025

Introduced by M. of A. WIEDER -- read once and referred to the Committee on Local Governments

AN ACT to amend the town law, in relation to authorizing the town of Orangetown, county of Rockland to establish community preservation funds; to amend the tax law, in relation to authorizing the town of Orangetown to impose a real estate transfer tax with revenues therefrom to be deposited in said community preservation fund; and providing for the repeal of certain provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The town law is amended by adding a new section 64-1 to
2 read as follows:

3 § 64-1. Town of Orangetown preservation funds. 1. As used in this
4 section, the following words and terms shall have the following mean-
5 ings:

6 (a) "Town" means the town of Orangetown.

7 (b) "Community preservation" shall mean and include any of the
8 purposes outlined in subdivision five of this section.

9 (c) "Board" means the advisory board required pursuant to subdivision
10 six of this section.

11 (d) "Fund" means the community preservation fund created pursuant to
12 subdivision two of this section.

13 (e) "Tax" shall mean the real estate transfer tax imposed pursuant to
14 section fourteen hundred thirty-nine-bbb of the tax law or, if the
15 context clearly indicates, shall mean the real estate transfer tax
16 imposed pursuant to article thirty-one of the tax law.

17 2. The town board of the town of Orangetown is authorized to establish
18 by local law a community preservation fund pursuant to the provisions of
19 this section. Deposits into the fund may include revenues of the local
20 government from whatever source and shall include, at a minimum, all
21 revenues from a tax imposed upon the transfer of real property interests

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD09429-01-5

1 in such town pursuant to article thirty-one-A-four of the tax law. The
2 fund shall also be authorized to accept gifts of any such interests in
3 land or of funds. Interest accrued by monies deposited into the fund
4 shall be credited to the fund. In no event shall monies deposited in the
5 fund be transferred to any other account. Nothing contained in this
6 section shall be construed to prevent the financing in whole or in part,
7 pursuant to the local finance law, of any acquisition authorized pursu-
8 ant to this section. Monies from the fund may be utilized to repay any
9 indebtedness or obligations incurred pursuant to the local finance law
10 consistent with effectuating the purposes of this section.

11 3. The purposes of the fund shall be exclusively: (a) to implement a
12 plan for the preservation of community character as required by this
13 section, (b) to acquire interests or rights in real property for the
14 preservation of community character within the town including villages
15 therein in accordance with such plan and in cooperation with willing
16 sellers, (c) to establish a bank pursuant to a transfer of development
17 rights program consistent with section two hundred sixty-one-a of this
18 chapter, and (d) to provide a management and stewardship program for
19 such interests and rights consistent with subdivision ten of this
20 section and in accordance with such plan designed to preserve community
21 character. Not more than ten percent of the fund shall be utilized for
22 the management and stewardship program.

23 4. If the implementation of the community preservation project plan,
24 adopted by the town board, as provided in subdivision seven of this
25 section, has been completed, and funds are no longer needed for the
26 purposes outlined in this subdivision, then any remaining monies in the
27 fund shall be applied to reduce any bonded indebtedness or obligations
28 incurred to effectuate the purposes of this section.

29 5. Preservation of community character shall involve one or more of
30 the following:

- 31 (a) preservation of open space;
- 32 (b) establishment of parks, nature preserves, or recreation areas;
- 33 (c) preservation of land which is predominantly viable agricultural
34 land, as defined in subdivision seven of section three hundred one of
35 the agriculture and markets law, or unique and irreplaceable agricul-
36 tural land, as defined in subdivision six of section three hundred one
37 of the agriculture and markets law;
- 38 (d) preservation of freshwater marshes or other wetlands;
- 39 (e) preservation of aquifer recharge areas;
- 40 (f) preservation of undeveloped beach-lands or shoreline;
- 41 (g) establishment of wildlife refuges for the purpose of maintaining
42 native animal species diversity, including the protection of habitat
43 essential to the recovery of rare, threatened or endangered species;
- 44 (h) preservation of unique or threatened ecological areas;
- 45 (i) preservation of rivers and river areas in a natural, free-flowing
46 condition;
- 47 (j) preservation of forested land;
- 48 (k) preservation of public access to lands for public use including
49 stream rights and waterways;
- 50 (l) preservation of historic places and properties listed on the New
51 York state register of historic places and/or protected under a munici-
52 pal historic preservation ordinance or law;
- 53 (m) undertaking any of the purposes of this subdivision in furtherance
54 of the establishment of a greenbelt; and
- 55 (n) preservation of land of exceptional scenic value.

1 6. The town board which has established a community preservation fund
2 shall create an advisory board to review and make recommendations on
3 proposed acquisitions of interests in real property using monies from
4 the fund. Such board shall consist of five or seven legal residents of
5 the municipality who shall serve without compensation. No member of the
6 local legislative body shall serve on the board. A majority of the
7 members of the board shall have demonstrated experience with conserva-
8 tion or land preservation activities. The board shall act in an advisory
9 capacity to the town board. At least one member of the board shall be
10 an active farmer. Board members' terms shall be staggered.

11 7. The town board which has established a community preservation fund
12 shall, by local law, adopt a community preservation project plan. Such
13 plan shall list every project which the town plans to undertake pursuant
14 to the community preservation fund. Such plan shall provide for a
15 detailed evaluation of all available land use alternatives to protect
16 community character, including but not limited to: (a) fee simple acqui-
17 sition, (b) zoning regulations, including density reductions, cluster
18 development, and site plan and design requirements, (c) transfer of
19 development rights, (d) the purchase of development rights, and (e)
20 scenic and conservation easements. Said evaluation shall be as specific
21 as practicable as to each parcel selected for inclusion in such plan.
22 Such plan shall establish the priorities for preservation, and shall
23 include the preservation of farmland as its highest priority. Funds
24 from the community preservation fund may only be expended for projects
25 which have been included in such plan. Such plan shall be updated not
26 less than once every five years, but in no event until at least three
27 years after the adoption of the original plan. A copy of such plan shall
28 be filed with the town clerk, the commissioner of environmental conser-
29 vation, the commissioner of agriculture and markets and the commissioner
30 of the office of parks, recreation and historic preservation. Such plan
31 shall be completed at least sixty days before the submission of the
32 mandatory referendum required by section fourteen hundred thirty-nine-
33 bbb of the tax law. If at the time of referendum, the town shall have in
34 place an adopted open space plan, such plan shall be deemed sufficient
35 to waive the preservation plan requirements of this subdivision. Any
36 monies expended from the community preservation plan shall, however be
37 consistent with the purposes outlined in subdivisions three and five of
38 this section and with the open space plan for a period not to exceed
39 twelve months.

40 8. The town board which has established a community preservation fund
41 pursuant to this section may study and consider establishing a transfer
42 of development rights program to protect community character as provided
43 for by section two hundred sixty-one-a of this chapter. All provisions
44 of such section two hundred sixty-one-a shall be complied with. If at
45 any time during the life of the community preservation fund a transfer
46 of development rights program is established, the town may utilize
47 monies from the community preservation fund in order to create and fund
48 a central bank of the transfer of development rights program. If at any
49 time during the life of the community preservation fund, a transfer of
50 development rights program is repealed by the town, all monies from the
51 central bank shall be returned to the community preservation fund.

52 9. No interests or rights in real property shall be acquired pursuant
53 to this section until a public hearing is held as required by section
54 two hundred forty-seven of the general municipal law; provided, however,
55 that nothing herein shall prevent the town board from entering into a
56 conditional purchase agreement before a public hearing is held. Any

1 resolution of the town board approving an acquisition of rights or
2 interest in real property pursuant to this section, shall find that
3 acquisition was the best alternative for the protection of community
4 character of all the reasonable alternatives available to the town.

5 10. Rights or interest in real property acquired pursuant to this
6 section shall be administered and managed in a manner which (a) allows
7 public use and enjoyment in a manner compatible with the natural,
8 scenic, historic and open space character of such lands; (b) preserves
9 the native biological diversity of such lands; (c) with regard to open
10 spaces, limits improvements to enhancing access for passive use of such
11 lands such as nature trails, boardwalks, bicycle paths, and peripheral
12 parking areas provided that such improvements do not degrade the ecolog-
13 ical value of the land or threaten essential wildlife habitat; and (d)
14 preserves cultural property consistent with accepted standards for
15 historic preservation. Notwithstanding any other provision of this
16 subdivision there shall be no right to public use and enjoyment of land
17 used in conjunction with a farm operation as defined by subdivision
18 eleven of section three hundred one of the agriculture and markets law.
19 In furthering the purposes of this section, the town may enter into
20 agreements with corporations organized under the not-for-profit corpo-
21 ration law and engage in land trust activities to manage lands including
22 less than fee interests acquired pursuant to the provisions of this
23 section, provided that any such agreement shall contain a provision that
24 such corporation shall keep the lands accessible to the public unless
25 such corporation shall demonstrate to the satisfaction of the town that
26 public accessibility would be detrimental to the lands or any natural
27 resources associated therewith.

28 11. Rights or interests in real property acquired with monies from
29 such fund shall not be sold, leased, exchanged, donated, or otherwise
30 disposed of or used for other than the purposes permitted by this
31 section without the express authority of an act of the state legisla-
32 ture, which shall provide for the substitution of other lands of equal
33 environmental value and fair market value and reasonably equivalent
34 usefulness and location to those to be discontinued, sold or disposed
35 of, and such other requirements as shall be approved by the state legis-
36 lature. Any conservation easements, created under title three of article
37 forty-nine of the environmental conservation law, which are acquired
38 with monies from such fund may only be modified or extinguished as
39 provided in section 49-0307 of such law. Nothing in this section shall
40 preclude the town, by local law, from establishing additional
41 restrictions to the alienation of lands acquired pursuant to this
42 section. This subdivision shall not apply to the sale of development
43 rights by the town acquired pursuant to this section, where said sale is
44 made by a central bank created by the town, pursuant to a transfer of
45 development rights program established by the town pursuant to section
46 two hundred sixty-one-a of this chapter, provided, however that (a) the
47 lands from which said development rights were acquired shall remain
48 preserved in perpetuity by a permanent conservation easement or other
49 instrument that similarly preserves the community character referenced
50 in subdivision five of this section, and (b) the proceeds from such sale
51 shall be deposited in the community preservation fund.

52 § 2. The tax law is amended by adding a new article 31-A-4 to read as
53 follows:

54 ARTICLE 31-A-4

55 TAX ON REAL ESTATE TRANSFERS IN THE TOWN OF ORANGETOWN

56 Section 1439-aaa. Definitions.

1 1439-bbb. Imposition of tax.

2 1439-ccc. Payment of tax.

3 1439-ddd. Liability for tax.

4 1439-eee. Exemptions.

5 1439-fff. Credit.

6 1439-ggg. Cooperative housing corporation transfers.

7 1439-hhh. Designation of agents.

8 1439-iii. Liability of recording officer.

9 1439-jjj. Refunds.

10 1439-kkk. Deposit and disposition of revenue.

11 1439-lll. Judicial review.

12 1439-mmm. Apportionment.

13 1439-nnn. Miscellaneous.

14 1439-ooo. Returns to be secret.

15 1439-ppp. Foreclosure proceedings.

16 § 1439-aaa. Definitions. When used in this article, unless otherwise
17 expressly stated, the following words and terms shall have the following
18 meanings:

19 1. "Person" means an individual, partnership, limited liability compa-
20 ny, society, association, joint stock company, corporation, estate,
21 receiver, trustee, assignee, referee or any other person acting in a
22 fiduciary or representative capacity, whether appointed by a court or
23 otherwise, any combination of individuals, and any other form of unin-
24 corporated enterprise owned or conducted by two or more persons.

25 2. "Controlling interest" means (a) in the case of a corporation,
26 either fifty percent or more of the total combined voting power of all
27 classes of stock of such corporation, or fifty percent or more of the
28 capital, profits or beneficial interest in such voting stock of such
29 corporation, and (b) in the case of a partnership, association, trust or
30 other entity, fifty percent or more of the capital, profits or benefi-
31 cial interest in such partnership, association, trust or other entity.

32 3. "Real property" means every estate or right, legal or equitable,
33 present or future, vested or contingent, in lands, tenements or heredi-
34 taments, including buildings, structures and other improvements thereon,
35 which are located in whole or in part within the town of Orangetown. It
36 shall not include rights to sepulture.

37 4. "Consideration" means the price actually paid or required to be
38 paid for the real property or interest therein, including payment for an
39 option or contract to purchase real property, whether or not expressed
40 in the deed and whether paid or required to be paid by money, property,
41 or any other thing of value. It shall include the cancellation or
42 discharge of an indebtedness or obligation. It shall also include the
43 amount of any mortgage, purchase money mortgage, lien or other encum-
44 brance, whether or not the underlying indebtedness is assumed or taken
45 subject to.

46 (a) In the case of a creation of a leasehold interest or the granting
47 of an option with use and occupancy of real property, consideration
48 shall include, but not be limited to, the value of the rental and other
49 payments attributable to the use and occupancy of the real property or
50 interest therein, the value of any amount paid for an option to purchase
51 or renew and the value of rental or other payments attributable to the
52 exercise of any option to renew.

53 (b) In the case of a creation of a subleasehold interest, consider-
54 ation shall include, but not be limited to, the value of the sublease
55 rental payments attributable to the use and occupancy of the real prop-
56 erty, the value of any amount paid for an option to renew and the value

1 of rental or other payments attributable to the exercise of any option
2 to renew less the value of the remaining prime lease rental payments
3 required to be made.

4 (c) In the case of a controlling interest in any entity that owns real
5 property, consideration shall mean the fair market value of the real
6 property or interest therein, apportioned based on the percentage of the
7 ownership interest transferred or acquired in the entity.

8 (d) In the case of an assignment or surrender of a leasehold interest
9 or the assignment or surrender of an option or contract to purchase real
10 property, consideration shall not include the value of the remaining
11 rental payments required to be made pursuant to the terms of such lease
12 or the amount to be paid for the real property pursuant to the terms of
13 the option or contract being assigned or surrendered.

14 (e) In the case of (1) the original conveyance of shares of stock in a
15 cooperative housing corporation in connection with the grant or transfer
16 of a proprietary leasehold by the cooperative corporation or cooperative
17 plan sponsor, and (2) the subsequent conveyance by the owner thereof of
18 such stock in a cooperative housing corporation in connection with the
19 grant or transfer of a proprietary leasehold for a cooperative unit
20 other than an individual residential unit, consideration shall include a
21 proportionate share of the unpaid principal of any mortgage on the real
22 property of the cooperative housing corporation comprising the cooper-
23 ative dwelling or dwellings. Such share shall be determined by multi-
24 plying the total unpaid principal of the mortgage by a fraction, the
25 numerator of which shall be the number of shares of stock being conveyed
26 in the cooperative housing corporation in connection with the grant or
27 transfer of a proprietary leasehold and the denominator of which shall
28 be the total number of shares of stock in the cooperative housing corpo-
29 ration.

30 5. "Conveyance" means the transfer or transfers of any interest in
31 real property by any method, including but not limited to, sale,
32 exchange, assignment, surrender, mortgage foreclosure, transfer in lieu
33 of foreclosure, option, trust indenture, taking by eminent domain,
34 conveyance upon liquidation or by a receiver, or transfer or acquisition
35 of a controlling interest in any entity with an interest in real proper-
36 ty. Transfer of an interest in real property shall include the creation
37 of a leasehold or sublease only where (a) the sum of the term of the
38 lease or sublease and any options for renewal exceeds forty-nine years,
39 (b) substantial capital improvements are or may be made by or for the
40 benefit of the lessee or sublessee, and (c) the lease or sublease is for
41 substantially all of the premises constituting the real property.
42 Notwithstanding the foregoing, conveyance of real property shall not
43 include a conveyance made pursuant to devise, bequest or inheritance;
44 the creation, modification, extension, spreading, severance, consol-
45 idation, assignment, transfer, release or satisfaction of a mortgage; a
46 mortgage subordination agreement, a mortgage severance agreement, an
47 instrument given to perfect or correct a recorded mortgage; or a release
48 of lien of tax pursuant to this chapter or the internal revenue code.

49 6. "Interest in the real property" includes title in fee, a leasehold
50 interest, a beneficial interest, an encumbrance, development rights, air
51 space and air rights, or any other interest with the right to use or
52 occupancy of real property or the right to receive rents, profits or
53 other income derived from real property. It shall also include an option
54 or contract to purchase real property. It shall not include a right of
55 first refusal to purchase real property.

1 7. "Grantor" means the person making the conveyance of real property
2 or interest therein. Where the conveyance consists of a transfer or an
3 acquisition of a controlling interest in an entity with an interest in
4 real property, "grantor" means the entity with an interest in real prop-
5 erty or a shareholder or partner transferring stock or partnership
6 interest, respectively.

7 8. "Grantee" means the person who obtains real property or interest
8 therein as a result of a conveyance.

9 9. "Fund" means a community preservation fund created pursuant to
10 section sixty-four-1 of the town law.

11 10. "Recording officer" means the county clerk of the county of Rock-
12 land.

13 11. "Town" means the town of Orangetown, county of Rockland.

14 12. "Treasurer" means the treasurer of the county of Rockland.

15 13. "Town supervisor" means the town supervisor of the town of Orange-
16 town.

17 14. "Tax" shall mean the real estate transfer tax imposed pursuant to
18 section fourteen hundred thirty-nine-bbb of this article or, if the
19 context clearly indicates, shall mean the real estate transfer tax
20 imposed pursuant to article thirty-one of this chapter.

21 15. "Residential real property" means property which satisfies at
22 least one of the following conditions:

23 (a) the property classification code assigned to the property on the
24 latest final assessment roll, as reported on the transfer report form,
25 indicates that the property is a one, two or three family home or a
26 rural residence; or

27 (b) the transfer report indicates that the property is a one, two or
28 three family residential property that has been newly constructed on
29 vacant land; or

30 (c) the transfer report form indicates that the property is a residen-
31 tial condominium.

32 § 1439-bbb. Imposition of tax. Notwithstanding any other provisions of
33 law to the contrary, the town of Orangetown, acting through its town
34 board, is hereby authorized and empowered to adopt a local law imposing
35 in such town a tax on each conveyance of real property or interest ther-
36 ein not to exceed a maximum of three-quarters of one percent of the
37 consideration for such conveyance, subject to the exemptions set forth
38 in section fourteen hundred thirty-nine-eee of this article; any such
39 local law shall fix the rate of such tax. Provided, however, any such
40 local law imposing, repealing or reimposing such tax shall be subject to
41 a mandatory referendum pursuant to section twenty-three of the municipal
42 home rule law. Notwithstanding the foregoing, prior to adoption of such
43 local law, the town must establish a community preservation fund pursu-
44 ant to section sixty-four-1 of the town law. Revenues from such tax
45 shall be deposited in such fund and may be used solely for the purposes
46 of such fund. Such local law shall apply to any conveyance occurring on
47 or after the first day of a month to be designated by such town board,
48 which is not less than sixty days after the enactment of such local law,
49 but shall not apply to conveyances made on or after such date pursuant
50 to binding written contracts entered into prior to such date, provided
51 that the date of execution of such contract is confirmed by independent
52 evidence such as the recording of the contract, payment of a deposit or
53 other facts and circumstances as determined by the treasurer.

54 § 1439-ccc. Payment of tax. 1. The real estate transfer tax imposed
55 pursuant to this article shall be paid to the treasurer or the recording
56 officer acting as the agent of the treasurer upon designation as such

1 agent by the treasurer. Such tax shall be paid at the same time as the
2 real estate transfer tax imposed by article thirty-one of this chapter
3 is required to be paid. Such treasurer or recording officer shall
4 endorse upon each deed or instrument effecting a conveyance a receipt
5 for the amount of the tax so paid.

6 2. A return shall be required to be filed with such treasurer or
7 recording officer for purposes of the real estate transfer tax imposed
8 pursuant to this article at the same time as a return is required to be
9 filed for purposes of the real estate transfer tax imposed by article
10 thirty-one of this chapter. The treasurer shall prescribe the form of
11 return, the information which it shall contain, and the documentation
12 that shall accompany the return. Said form shall be identical to the
13 real estate transfer tax return required to be filed pursuant to section
14 fourteen hundred nine of this chapter, except that the treasurer shall
15 adapt said form to reflect the provisions in this chapter that are
16 inconsistent, different, or in addition to the provisions of article
17 thirty-one of this chapter. The real estate transfer tax returns
18 required to be filed pursuant to this section shall be preserved for
19 three years and thereafter until such treasurer or recording officer
20 orders them to be destroyed.

21 3. The recording officer shall not record an instrument effecting a
22 conveyance unless the return required by this section has been filed and
23 the tax imposed pursuant to this article shall have been paid as
24 required in this section.

25 § 1439-ddd. Liability for tax. 1. The real estate transfer tax shall
26 be paid by the grantee. If the grantee has failed to pay the tax imposed
27 pursuant to this article or if the grantee is exempt from such tax, the
28 grantor shall have the duty to pay the tax. Where the grantor has the
29 duty to pay the tax because the grantee has failed to pay the tax, such
30 tax shall be the joint and several liability of the grantee and the
31 grantor.

32 2. For the purpose of the proper administration of this article and to
33 prevent evasion of the tax hereby imposed, it shall be presumed that all
34 conveyances are subject to the tax. Where the consideration includes
35 property other than money, it shall be presumed that the consideration
36 is the fair market value of the real property or interest therein. These
37 presumptions shall prevail until the contrary is proven, and the burden
38 of proving the contrary shall be on the person liable for payment of the
39 tax.

40 § 1439-eee. Exemptions. 1. The following shall be exempt from the
41 payment of the real estate transfer tax imposed by this article:

42 (a) The state of New York, or any of its agencies, instrumentalities,
43 political subdivisions, or public corporations (including a public
44 corporation created pursuant to an agreement or compact with another
45 state or the Dominion of Canada); and

46 (b) The United Nations, the United States of America or any of its
47 agencies or instrumentalities.

48 2. The tax shall not apply to any of the following conveyances:

49 (a) Conveyances to the United Nations, the United States of America,
50 the state of New York, or any of their instrumentalities, agencies or
51 political subdivisions (or any public corporation, including a public
52 corporation created pursuant to agreement or compact with another state
53 or the Dominion of Canada);

54 (b) Conveyances which are or were used to secure a debt or other obli-
55 gation;

1 (c) Conveyances which, without additional consideration, confirm,
2 correct, modify or supplement a deed previously recorded;

3 (d) Conveyances of real property without consideration and otherwise
4 than in connection with a sale, including deeds conveying realty as bona
5 fide gifts;

6 (e) Conveyances given in connection with a tax sale;

7 (f) Conveyances to effectuate a mere change of identity or form of
8 ownership or organization where there is no change in beneficial owner-
9 ship, other than conveyances to a cooperative housing corporation of the
10 real property comprising the cooperative dwelling or dwellings;

11 (g) Conveyances which consist of a deed of partition;

12 (h) Conveyances given pursuant to the federal bankruptcy act;

13 (i) Conveyances of real property which consist of the execution of a
14 contract to sell real property without the use or occupancy of such
15 property or the granting of an option to purchase real property without
16 the use or occupancy of such property;

17 (j) Conveyances of real property or a portion or portions of real
18 property that are the subject of one or more of the following develop-
19 ment restrictions:

20 (1) agricultural, conservation, scenic, or an open space easement;

21 (2) covenants or restrictions prohibiting development where the prop-
22 erty or portion of property being conveyed has had its development
23 rights permanently removed;

24 (3) a purchase of development rights agreement where the property or
25 portion of property being conveyed has had its development rights perma-
26 nently removed;

27 (4) a transfer of development rights agreement, where the property
28 being conveyed has had its development rights removed;

29 (5) real property subject to any locally adopted land preservation
30 agreement, provided said exemption is included in the local law imposing
31 the tax authorized by this article;

32 (k) Conveyances of real property, where the property is viable agri-
33 cultural land as defined in subdivision seven of section three hundred
34 one of the agriculture and markets law and the entire property to be
35 conveyed is to be made subject to one of the development restrictions
36 provided for in subparagraph two of paragraph (j) of this subdivision
37 provided that said development restriction precludes the conversion of
38 the property to a non-agricultural use for at least eight years from the
39 date of transfer, and said development restriction is evidenced by an
40 easement, agreement, or other suitable instrument which is to be
41 conveyed to the town simultaneously with the conveyance of the real
42 property; or

43 (l) Conveyances of real property for open space, parks, or historic
44 preservation purposes to any not-for-profit tax exempt corporation oper-
45 ated for conservation, environmental, or historic preservation purposes.

46 3. An exemption of one hundred thousand dollars shall be allowed on
47 the consideration of the conveyance of improved real property or an
48 interest therein, and an exemption of fifty thousand dollars shall be
49 allowed on the consideration of the conveyance of unimproved real prop-
50 erty.

51 § 1439-fff. Credit. A grantee shall be allowed a credit against the
52 tax due on a conveyance of real property to the extent tax was paid by
53 such grantee on a prior creation of a leasehold of all or a portion of
54 the same real property or on the granting of an option or contract to
55 purchase all or a portion of the same real property by such grantee.
56 Such credit shall be computed by multiplying the tax paid on the

1 creation of the leasehold or on the granting of the option or contract
2 by a fraction, the numerator of which is the value of the consideration
3 used to compute such tax paid which is not yet due to such grantor on
4 the date of the subsequent conveyance (and which such grantor will not
5 be entitled to receive after such date), and the denominator of which is
6 the total value of the consideration used to compute such tax paid.

7 § 1439-ggg. Cooperative housing corporation transfers. 1. Notwith-
8 standing the definition of "controlling interest" contained in subdivi-
9 sion two of section fourteen hundred thirty-nine-aaa of this article or
10 anything to the contrary contained in subdivision five of section four-
11 teen hundred thirty-nine-aaa of this article, the tax imposed pursuant
12 to this article shall apply to (a) the original conveyance of shares of
13 stock in a cooperative housing corporation in connection with the grant
14 or transfer of a proprietary leasehold by the cooperative corporation or
15 cooperative plan sponsor, and (b) the subsequent conveyance of such
16 stock in a cooperative housing corporation in connection with the grant
17 or transfer of a proprietary leasehold by the owner thereof. With
18 respect to any such subsequent conveyance where the property is an indi-
19 vidual residential unit, the consideration for the interest conveyed
20 shall exclude the value of any liens on certificates of stock or other
21 evidences of an ownership interest in and a proprietary lease from a
22 corporation or partnership formed for the purpose of cooperative owner-
23 ship of residential interest in real estate remaining thereon at the
24 time of conveyance. In determining the tax on a conveyance described in
25 paragraph (a) of this subdivision, a credit shall be allowed for a
26 proportionate part of the amount of any tax paid upon the conveyance to
27 the cooperative housing corporation of the real property comprising the
28 cooperative dwelling or dwellings to the extent that such conveyance
29 effectuated a mere change of identity or form of ownership of such prop-
30 erty and not a change in the beneficial ownership of such property. The
31 amount of the credit shall be determined by multiplying the amount of
32 tax paid upon the conveyance to the cooperative housing corporation by a
33 percentage representing the extent to which such conveyance effectuated
34 a mere change of identity or form of ownership and not a change in the
35 beneficial ownership of such property, and then multiplying the result-
36 ing product by a fraction, the numerator of which shall be the number of
37 shares of stock conveyed in a transaction described in paragraph (a) of
38 this subdivision, and the denominator of which shall be the total number
39 of shares of stock of the cooperative housing corporation (including any
40 stock held by the corporation). In no event, however, shall such credit
41 reduce the tax, on a conveyance described in paragraph (a) of this
42 subdivision, below zero, nor shall any such credit be allowed for a tax
43 paid more than twenty-four months prior to the date on which occurs the
44 first in a series of conveyances of shares of stock in an offering of
45 cooperative housing corporation shares described in paragraph (a) of
46 this subdivision.

47 2. Every cooperative housing corporation shall be required to file an
48 information return with the treasurer by July fifteenth of each year
49 covering the preceding period of January first through June thirtieth
50 and by January fifteenth of each year covering the preceding period of
51 July first through December thirty-first. The return shall contain such
52 information regarding the conveyance of shares of stock in the cooper-
53 ative housing corporation as the treasurer may deem necessary, includ-
54 ing, but not limited to, the names, addresses and employee identifica-
55 tion numbers or social security numbers of the grantor and the grantee,

1 the number of shares conveyed, the date of the conveyance and the
2 consideration paid for such conveyance.

3 § 1439-hhh. Designation of agents. The treasurer is authorized to
4 designate the recording officer to act as the treasurer's agent for
5 purposes of collecting the tax authorized by this article. The treasurer
6 shall provide for the manner in which the recording officer may be
7 designated as agent subject to such terms and conditions as the treasur-
8 er shall prescribe. The real estate transfer tax shall be paid to such
9 agent as provided in section fourteen hundred thirty-nine-ccc of this
10 article.

11 § 1439-iii. Liability of recording officer. A recording officer shall
12 not be liable for any inaccuracy in the amount of tax imposed pursuant
13 to this article that such recording officer shall collect so long as
14 they shall compute and collect such tax on the amount of consideration
15 or the value of the interest conveyed as such amounts are provided to
16 the recording officer by the person paying the tax.

17 § 1439-jjj. Refunds. Whenever the treasurer shall determine that any
18 moneys received under the provisions of the local law enacted pursuant
19 to this article were paid in error, the treasurer may cause such moneys
20 to be refunded pursuant to such requirements as they may prescribe,
21 provided that any application for such refund is filed with the treasur-
22 er within two years from the date the erroneous payment was made.

23 § 1439-kkk. Deposit and disposition of revenue. 1. All taxes, penal-
24 ties and interest imposed by the town under the authority of section
25 fourteen hundred thirty-nine-bbb of this article, which are collected by
26 the treasurer or the treasurer's agents, shall be deposited in a single
27 trust fund for the town and shall be kept in trust and separate and
28 apart from all other monies in possession of the treasurer. Moneys in
29 such fund shall be deposited and secured in the manner provided by
30 section ten of the general municipal law. Pending expenditure from such
31 fund, moneys therein may be invested in the manner provided in section
32 eleven of the general municipal law. Any interest earned or capital gain
33 realized on the moneys so deposited or invested shall accrue to and
34 become part of such fund.

35 2. The treasurer shall retain such amount as the treasurer may deter-
36 mine to be necessary for refunds with respect to the tax imposed by the
37 town, under the authority of section fourteen hundred thirty-nine-bbb of
38 this article, out of which the treasurer shall pay any refunds of such
39 taxes to those taxpayers entitled to a refund pursuant to the provisions
40 of this article.

41 3. The treasurer, after reserving such refunds, shall on or before the
42 twelfth day of each month pay to the town supervisor the taxes, penal-
43 ties and interest imposed by the town under the authority of section
44 fourteen hundred thirty-nine-bbb of this article, collected by the trea-
45 surer, pursuant to this article during the next preceding calendar
46 month. The amount so payable shall be certified to the town supervisor
47 by the treasurer, who shall not be held liable for any inaccuracy in
48 such certification. Provided, however, any such certification may be
49 based on such information as may be available to the treasurer at the
50 time such certification must be made under this section. Where the
51 amount so paid over to the town in any such distribution is more or less
52 than the amount due to the town, the amount of the overpayment or under-
53 payment shall be certified to the town supervisor by the treasurer, who
54 shall not be held liable for any inaccuracy in such certification. The
55 amount of the overpayment or underpayment shall be so certified to the
56 town supervisor as soon after the discovery of the overpayment or under-

1 payment as reasonably possible and subsequent payments and distributions
2 by the treasurer to the town shall be adjusted by subtracting the amount
3 of any such overpayment from or by adding the amount of any such under-
4 payment to such number of subsequent payments and distributions as the
5 treasurer and town supervisor shall consider reasonable in view of the
6 overpayment or underpayment and all other facts and circumstances.

7 4. All monies received from the treasurer shall be deposited in the
8 fund of the town, pursuant to section sixty-four-1 of the town law.

9 § 1439-lll. Judicial review. 1. Any final determination of the amount
10 of any tax payable under section fourteen hundred thirty-nine-ccc of
11 this article shall be reviewable for error, illegality or unconstitu-
12 tionality or any other reason whatsoever by a proceeding under article
13 seventy-eight of the civil practice law and rules if application there-
14 for is made to the supreme court within four months after the giving of
15 the notice of such final determination, provided, however, that any such
16 proceeding under article seventy-eight of the civil practice law and
17 rules shall not be instituted unless (a) the amount of any tax sought to
18 be reviewed, with such interest and penalties thereon as may be provided
19 for by local law shall be first deposited and there is filed an under-
20 taking, issued by a surety company authorized to transact business in
21 this state and approved by the state superintendent of financial
22 services as to solvency and responsibility, in such amount as a justice
23 of the supreme court shall approve to the effect that if such proceeding
24 be dismissed or the tax confirmed the petitioner will pay all costs and
25 charges which may accrue in the prosecution of such proceeding or (b) at
26 the option of the petitioner, such undertaking may be in a sum suffi-
27 cient to cover the taxes, interest and penalties stated in such determi-
28 nation, plus the costs and charges which may accrue against it in the
29 prosecution of the proceeding, in which event the petitioner shall not
30 be required to pay such taxes, interest or penalties as a condition
31 precedent to the application.

32 2. Where any tax imposed hereunder shall have been erroneously, ille-
33 gally or unconstitutionally assessed or collected and application for
34 the refund or revision thereof duly made to the proper fiscal officer or
35 officers, and such officer or officers shall have made a determination
36 denying such refund or revision, such determination shall be reviewable
37 by a proceeding under article seventy-eight of the civil practice law
38 and rules; provided, however, that (a) such proceeding is instituted
39 within four months after the giving of the notice of such denial, (b) a
40 final determination of tax due was not previously made, and (c) an
41 undertaking is filed with the proper fiscal officer or officers in such
42 amount and with such sureties as a justice of the supreme court shall
43 approve to the effect that if such proceeding be dismissed or the tax
44 confirmed, the petitioner will pay all costs and charges which may
45 accrue in the prosecution of such proceeding.

46 § 1439-mmm. Apportionment. A local law adopted by the town of Orange-
47 town, pursuant to this article, shall provide for a method of apportion-
48 ment for determining the amount of tax due whenever the real property or
49 interest therein is situated within and without the town.

50 § 1439-nnn. Miscellaneous. A local law adopted by the town of Orange-
51 town, pursuant to this article, may contain such other provisions as the
52 town deems necessary for the proper administration of the tax imposed
53 pursuant to this article, including provisions concerning the determi-
54 nation of tax, the imposition of interest on underpayments and overpay-
55 ments and the imposition of civil penalties. Such provisions shall be
56 identical to the corresponding provisions of the real estate transfer

1 tax imposed by article thirty-one of this chapter, so far as such
2 provisions can be made applicable to the tax imposed pursuant to this
3 article.

4 § 1439-ooo. Returns to be secret. 1. Except in accordance with proper
5 judicial order or as otherwise provided by law, it shall be unlawful for
6 the treasurer or any officer or employee of the county or town, includ-
7 ing any person engaged or retained on an independent contract basis, to
8 divulge or make known in any manner the particulars set forth or
9 disclosed in any return required under a local law enacted pursuant to
10 this article. However, that nothing in this section shall prohibit the
11 recording officer from making a notation on an instrument effecting a
12 conveyance indicating the amount of tax paid. No recorded instrument
13 effecting a conveyance shall be considered a return for purposes of this
14 section.

15 2. The officers charged with the custody of such returns shall not be
16 required to produce any of them or evidence of anything contained in
17 them in any action or proceeding in any court, except on behalf of the
18 county or town in any action or proceeding involving the collection of a
19 tax due under a local law enacted pursuant to this article to which such
20 county or town is a party, or a claimant, or on behalf of any party to
21 any action or proceeding under the provisions of a local law enacted
22 pursuant to this article when the returns or facts shown thereby are
23 directly involved in such action or proceeding, in any of which events
24 the court may require the production of, and may admit in evidence, so
25 much of said returns or of the facts shown thereby, as are pertinent to
26 the action or proceeding and no more.

27 3. Nothing herein shall be construed to prohibit the delivery to a
28 grantor or grantee of an instrument effecting a conveyance or the duly
29 authorized representative of a grantor or grantee of a certified copy of
30 any return filed in connection with such instrument or to prohibit the
31 publication of statistics so classified as to prevent the identification
32 of particular returns and the items thereof, or the inspection by the
33 legal representatives of such county or town of the return of any
34 taxpayer who shall bring action to set aside or review the tax based
35 thereon.

36 4. Any officer or employee of such county or town who willfully
37 violates the provisions of this section shall be dismissed from office
38 and be incapable of holding any public office in this state for a period
39 of five years thereafter.

40 § 1439-ppp. Foreclosure proceedings. Where the conveyance consists of
41 a transfer of property made as a result of an order of the court in a
42 foreclosure proceeding ordering the sale of such property, the referee
43 or sheriff effectuating such transfer shall not be liable for any inter-
44 est or penalties that are authorized pursuant to this article or article
45 thirty-seven of this chapter.

46 § 3. Severability. If any provision of this act or the application
47 thereof shall for any reason be adjudged by any court of competent
48 jurisdiction to be invalid, such judgment shall not affect, impair, or
49 invalidate the remainder of this act, but shall be confined in its oper-
50 ation to the provision thereof directly involved in the controversy in
51 which such judgment shall have been rendered.

52 § 4. This act shall take effect immediately; provided, however, that
53 section two of this act shall take effect on the ninetieth day after it
54 shall have become a law and shall expire December 31, 2045 when upon
55 such date the provisions of such section shall be deemed repealed.

**LOCAL LAW NO. __ OF 2025, REPEALING ALL PROVISIONS OF
CHAPTER 14B, ENTITLED FLOOD DAMAGE PREVENTION, OF THE
CODE OF THE TOWN OF ORANGETOWN, AND REPLACING SAME
WITH NEW PROVISIONS AS AUTHORIZED BY THE NEW YORK
STATE CONSTITUTION, ARTICLE IX, SECTION 2, AND
ENVIRONMENTAL CONSERVATION LAW, ARTICLE 36**

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

SECTION 0.0 (PREAMBLE)

0.1 REPEAL AND REPLACE

All provisions of Chapter 14B, entitled Flood Damage Prevention, of the Code of the Town of Orangetown, are hereby repealed and replaced by the new provisions set forth below.

**SECTION 1.0
STATUTORY AUTHORIZATION AND PURPOSE**

1.1 FINDINGS

The Town Board of the Town of Orangetown (“Town” or “Orangetown”) finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of Orangetown, and that such damages may include: destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this local law is adopted.

1.2 STATEMENT OF PURPOSE

It is the purpose of this local law to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- (3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) control filling, grading, dredging and other development which may increase erosion or flood damages;
- (5) regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands, and;
- (6) qualify and maintain for participation in the National Flood Insurance Program.

1.3 OBJECTIVES

The objectives of this local law are:

- (1) to protect human life and health;
- (2) to minimize expenditure of public money for costly flood control projects;
- (3) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) to minimize prolonged business interruptions;
- (5) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, sewer lines, streets and bridges located in areas of special flood hazard;
- (6) to help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- (7) to provide that developers are notified that property is in an area of special flood hazard; and,
- (8) to ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this local law shall be interpreted so as to give them the meaning they have in common usage and to give this local law its most reasonable application.

“Accessory Structure” is a structure used solely for parking (two-car detached garages or smaller) or limited storage, represent a minimal investment of not more than 10-percent of the value of the primary structure, and may not be used for human habitation.

"Appeal" means a request for a review of the Local Administrator's interpretation of any provision of this Local Law or a request for a variance.

"Area of shallow flooding" means a designated AO, AH or VO Zone on a community's FIRM with a one percent or greater annual chance of flooding to an average annual depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, A99, V, VO, VE, or V1-V30. It is also commonly referred to as the base floodplain or 100-year floodplain. For purposes of this Local Law, the term “special flood hazard area (SFHA)” is synonymous in meaning with the phrase “area of special flood hazard.”

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor subgrade (below ground level) on all sides.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

"Building" see "Structure"

"Cellar" has the same meaning as "Basement".

“Coastal A Zone” Area within a SFHA, landward of a V1-V30, VE, or V zone or landward of an open coast without mapped coastal high hazard areas. In a coastal A zone, the principal source of flood must be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding. During the base flood conditions, the potential for breaking wave height shall be greater than or

equal to 1 ½ feet (457 mm). The inland limit of coastal A zone is (a) the Limit of Moderate Wave Action if delineated on a FIRM, or (b) designated by the authority having jurisdiction.

"Coastal high hazard area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM as Zone V1-V30, VE, VO or V.

"Crawl Space" means an enclosed area beneath the lowest elevated floor, eighteen inches or more in height, which is used to service the underside of the lowest elevated floor. The elevation of the floor of this enclosed area, which may be of soil, gravel, concrete or other material, must be equal to or above the lowest adjacent exterior grade. The enclosed crawl space area shall be properly vented to allow for the equalization of hydrostatic forces which would be experienced during periods of flooding.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

"Elevated building" means a non-basement building (i) built, in the case of a building in Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-V30, VE, V, or Coastal A, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

"Federal Emergency Management Agency" means the Federal agency that administers the National Flood Insurance Program.

"Flood" or **"Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters;
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature,

such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in (1) above.

"Flood Boundary and Floodway Map (FBFM)" means an official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study. The FBFM delineates a Regulatory Floodway along water courses studied in detail in the Flood Insurance Study.

"Flood Elevation Study" means an examination, evaluation and determination of the flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

"Flood Insurance Study" see "flood elevation study".

"Floodplain" or **"Flood-prone area"** means any land area susceptible to being inundated by water from any source (see definition of "Flooding").

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" - has the same meaning as "Regulatory Floodway".

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

"Historic structure" means any structure that is:

- (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

- (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (i) by an approved state program as determined by the Secretary of the Interior or
 - (ii) directly by the Secretary of the Interior in states without approved programs.

“Limit of Moderate Wave Action (LiMWA)” line shown on FIRMs to indicate the inland limit of the 1 ½ foot (457 mm) breaking wave height during the base flood.

"Local Administrator" is the person appointed by the community to administer and implement this local law by granting or denying development permits in accordance with its provisions. This person is often the Building Inspector, Code Enforcement Officer, or employee of an engineering department.

"Lowest floor" means lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Local Law.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a "Recreational vehicle"

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum of 1988 (NAVD 88), or other datum to which base flood elevations shown on a community's FIRM are referenced.

"Mobile home" - has the same meaning as "Manufactured home".

"New construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the community and includes any subsequent improvements to such structure.

"One hundred year flood" or **"100-year flood"** has the same meaning as "Base Flood".

"Primary frontal dune" means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

"Principally above ground" means that at least 51 percent of the actual cash value of the structure, excluding land value, is above ground.

"Recreational vehicle" means a vehicle which is:

- (1) built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) designed to be self-propelled or permanently towable by a light duty truck; and
- (4) not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in Section 4.4-2 of this Law.

"Sand dunes" means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

"Start of construction" means the date of permit issuance for new construction and substantial improvements to existing structures, provided that actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. Permanent construction does not include land preparation (such as clearing, excavation, grading, or filling), or the installation of streets or walkways, or excavation for a basement, footings, piers or foundations, or the erection of temporary forms, or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. The term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) any alteration of a "Historic structure", provided that the alteration will not preclude the structure's continued designation as a "Historic structure".

"Variance" means a grant of relief from the requirements of this local law which permits construction or use in a manner that would otherwise be prohibited by this local law.

"Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations.

SECTION 3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS LOCAL LAW APPLIES

This local law shall apply to all areas of special flood hazard within the jurisdiction of the Town of Orangetown, Rockland County.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard for the Town of Orangetown, Community Number 360686, are identified and defined on the following documents prepared by the Federal Emergency Management Agency.

- (1) Flood Insurance Rate Map Panel Numbers:

36087C0158G, 36087C0159G, 36087C0166G, 36087C0167G, 36087C0178G, 36087C0179G, 36087C0181G, 36087C0182G, 36087C0183G, 36087C0184G, 36087C0186G, 36087C0187G, 36087C0189G, 36087C0191G, 36087C0192G, 36087C0193G, 36087C0194G, 36087C0207G,

whose effective date is March 3, 2014, and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.

- (2) A scientific and engineering report entitled "Flood Insurance Study, Rockland County, New York, All Jurisdictions" dated March 3, 2014.
- (3) Letter of Map Revision (LOMR) Case No. 24-02-0638P, effective August 20, 2025, revising FIRM panel 36087C0166G, Flood Profile 85P, and Floodway Data Table 10.

The above documents are hereby adopted and declared to be a part of this Local Law. The Flood Insurance Study and/or maps are on file at the Orangetown **Office of Building, Zoning, Planning Administration and Enforcement, located at 26 Orangeburg Road, Orangeburg, NY 10962 [or Department of Environmental Management and Engineering, 127 Route 303, Orangeburg, New York 10962].**

3.3 INTERPRETATION AND CONFLICT WITH OTHER LAWS

This Local Law includes all revisions to the National Flood Insurance Program through October 27, 1997 and shall supersede all previous laws adopted for the purpose of flood damage prevention. In their interpretation and application, the provisions of this local law shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this local law are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

3.4 SEVERABILITY

The invalidity of any section or provision of this local law shall not invalidate any other section or provision thereof.

3.5 PENALTIES FOR NON-COMPLIANCE

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this local law and any other applicable regulations. Any infraction of the provisions of this local law by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this local law or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more than \$250 or imprisoned for not more than 15 days or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the Town from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this local law for which the developer and/or owner has not applied for and received an approved variance under Section 6.0 will be declared non-compliant and notification sent to the Federal Emergency Management Agency.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this local law is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This local law does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This local law shall not create liability on the part of the Town, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this local law or any administrative decision lawfully made thereunder.

SECTION 4.0 ADMINISTRATION

4.1 DESIGNATION OF THE LOCAL ADMINISTRATOR

The Director of the Orangetown Office of Building, Zoning, Planning Administration and Enforcement is hereby appointed Local Administrator to administer and implement this local law by granting or denying floodplain development permits in accordance with its provisions.

4.2 THE FLOODPLAIN DEVELOPMENT PERMIT

4.2-1 PURPOSE

A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and insuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in Section 3.2, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the Local Administrator and may include, but not be limited to: plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

4.2-2 FEES

All applications for a floodplain development permit shall be accompanied by an application fee of \$. In addition, the applicant shall be responsible for reimbursing the Town for any additional costs necessary for review, inspection and approval of this project. The Local Administrator may require a deposit of no more than \$500.00 to cover these additional costs.

4.3 APPLICATION FOR A PERMIT

The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.

- (1) The proposed elevation, in relation to mean sea level, of the top of the lowest floor (including basement or cellar) of any new or substantially improved structure to be located in a Special Flood Hazard Area (SFHA). Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.

- (2) The proposed elevation, in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of any new or substantially improved structure to be located in Zones V1-V30, VE, Coastal A, or Zone V if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
- (3) The proposed elevation, in relation to mean sea level, to which any new or substantially improved non-residential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the Local Administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.
- (4) A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in Section 5.2-3, UTILITIES.
- (5) A certificate from a licensed professional engineer or architect that any non-residential floodproofed structure will meet the floodproofing criteria in Section 5.5, NON-RESIDENTIAL STRUCTURES.
- (6) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in Section 3.2, when notified by the Local Administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.
- (7) A technical analysis, by a licensed professional engineer, if required by the Local Administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.
- (8) In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or 5 acres.
- (9) In Zones V1-V30, VE, V, and Coastal A if base flood elevations are available, designs and specifications, certified by a licensed professional engineer or architect, for any breakaway walls in a proposed structure with design strengths in excess of 20 pounds per square foot.

- (10) In Zones V1-V30, VE, V, and Coastal A if base flood elevations are available, for all new and substantial improvements to structures, floodplain development permit applications shall be accompanied by design plans and specifications, prepared in sufficient detail to enable independent review of the foundation support and connection components. Said plans and specifications shall be developed or reviewed by a licensed professional engineer or architect, and shall be accompanied by a statement, bearing the signature of the architect or engineer, certifying that the design and methods of construction to be used are in accordance with accepted standards of practice and with all applicable provisions of this local law.

4.4 DUTIES AND RESPONSIBILITIES OF THE LOCAL ADMINISTRATOR

Duties of the Local Administrator shall include, but not be limited to the following.

4.4-1 PERMIT APPLICATION REVIEW

The Local Administrator shall conduct the following permit application review before issuing a floodplain development permit:

- (1) Review all applications for completeness, particularly with the requirements of subsection 4.3, APPLICATION FOR A PERMIT, and for compliance with the provisions and standards of this law.
- (2) Review subdivision and other proposed new development, including manufactured home parks to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Section 5.0, CONSTRUCTION STANDARDS and, in particular, sub-section 5.1-2 SUBDIVISION PROPOSALS.
- (3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The Local Administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination.

If the proposed development may result in physical damage to any other property or fails to meet the requirements of Section 5.0, CONSTRUCTION STANDARDS, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and re-submit the application.

- (4) Determine that all necessary permits have been received from those governmental agencies from which approval is required by State or Federal law.

4.4-2 USE OF OTHER FLOOD DATA

- (1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the Local Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, including data developed pursuant to paragraph 4.3(8), as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this law.
- (2) When base flood elevation data are not available, the Local Administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this law.

4.4-3 ALTERATION OF WATERCOURSES

- (1) Notification to adjacent municipalities that may be affected and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse and submit evidence of such notification to the Regional Administrator, Region II, Federal Emergency Management Agency.
- (2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

4.4-4 CONSTRUCTION STAGE

- (1) In Zones A1-A30, AE, AH, and Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).
- (2) In Zones V1-V30, VE, V, and Coastal A if base flood elevation data are available, upon placement of the lowest floor of a new or substantially improved structure, the permit holder shall submit to the Local Administrator a

certificate of elevation, in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns). The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. An elevation certificate must also be submitted for a recreational vehicle if it remains on a site 180 consecutive days or longer (unless it is fully licensed and ready for highway use).

- (3) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The Local Administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop work order for the project unless immediately corrected.

4.4-5 INSPECTIONS

The Local Administrator and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.

4.4-6 STOP WORK ORDERS

- (1) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found ongoing without a development permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 3.5 of this local law.
- (2) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found non-compliant with the provisions of this law and/or the conditions of the development permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 3.5 of this local law.

4.4-7 CERTIFICATE OF COMPLIANCE

- (1) In areas of special flood hazard, as determined by documents enumerated in Section 3.2, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the Local Administrator stating that the building or land conforms to the requirements of this local law.

- (2) A certificate of compliance shall be issued by the Local Administrator upon satisfactory completion of all development in areas of special flood hazard.
- (3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in Section 4.4-5, INSPECTIONS, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

4.4-8 INFORMATION TO BE RETAINED

The Local Administrator shall retain and make available for inspection, copies of the following:

- (1) Floodplain development permits and certificates of compliance;
- (2) Certifications of as-built lowest floor elevations of structures required pursuant to sub-sections 4.4-4(1) and 4.4-4(2), and whether the structures contain a basement;
- (3) Floodproofing certificates required pursuant to sub-section 4.4-4(1), and whether the structures contain a basement;
- (4) Variances issued pursuant to Section 6.0, VARIANCE PROCEDURES; and,
- (5) Notices required under sub-section 4.4-3, ALTERATION OF WATERCOURSES.
- (6) Base flood elevations developed pursuant to sub-section 4.3(7) and supporting technical analysis.

SECTION 5.0 CONSTRUCTION STANDARDS

5.1 GENERAL STANDARDS

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

5.1-1 COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES

The following requirements apply within V1-V30, VE, V and Coastal A Zones:

- (1) All new construction, including manufactured homes and recreational vehicles on site 180 days or longer and not fully licensed for highway use, shall be located landward of the reach of high tide.
- (2) The use of fill for structural support of buildings, manufactured homes or recreational vehicles on site 180 days or longer is prohibited.
- (3) Man-made alteration of sand dunes which would increase potential flood damage is prohibited.

5.1-2 SUBDIVISION AND DEVELOPMENT PROPOSALS

The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):

- (1) Proposals shall be consistent with the need to minimize flood damage;
- (2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed to minimize flood damage; and,
- (3) Adequate drainage shall be provided to reduce exposure to flood damage.
- (4) Proposed development shall not result in physical damage to any other property (e.g., stream bank erosion or increased flood velocities). If requested by the Local Administrator, the applicant shall provide a technical analysis, by a licensed professional engineer, demonstrating that this condition has been met.
- (5) Proposed development shall be designed, located, and constructed so as to offer the minimum resistance to the flow of water and shall be designed to have a minimum effect upon the height of flood water.

- (6) Any equipment or materials located in a special flood hazard area shall be elevated, anchored, and floodproofed as necessary to prevent flotation, flood damage, and the release of hazardous substances.
- (7) No alteration or relocation of a watercourse shall be permitted unless:
 - i. a technical evaluation by a licensed professional engineer demonstrates that the altered or relocated segment will provide conveyance equal to or greater than that of the original stream segment and will not result in physical damage to any other property;
 - ii. if warranted, a conditional revision of the Flood Insurance Rate Map is obtained from the Federal Emergency Management Agency, with the applicant providing the necessary data, analyses, and mapping and reimbursing the Town for all fees and other costs in relation to the application; and
 - iii. the applicant provides assurance that maintenance will be provided so that the flood carrying capacity of the altered or relocated portion of the watercourse will not be diminished.

5.1-3 ENCROACHMENTS

- (1) Within Zones A1-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:
 - (i) the applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any location, or,
 - (ii) the Town agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the Town for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town for all costs related to the final map revision.
- (2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in Section 3.2, no new construction, substantial improvements or other development in the floodway (including fill) shall be permitted unless:
 - (i) a technical evaluation by a licensed professional engineer demonstrates through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that such an

encroachment shall not result in any increase in flood levels during occurrence of the base flood, or,

(ii) the Town agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the Town for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town for all costs related to the final map revisions.

- (3) In a Special Flood Hazard Area (SFHA), if any development is found to increase or decrease base flood elevations, the Town shall, as soon as practicable, but not later than six months after the date such information becomes available, notify FEMA and the New York State Department of Environmental Conservation of the changes by submitting technical or scientific data in accordance with standard engineering practice.

5.2 STANDARDS FOR ALL STRUCTURES

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

5.2-1 ANCHORING

New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

5.2-2 CONSTRUCTION MATERIALS AND METHODS

- (1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.
- (2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.
- (3) For enclosed areas below the lowest floor of a structure within Zones A1-A30, AE, AO or A, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are useable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:

- (i) a minimum of two openings of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and
- (ii) the bottom of all such openings no higher than one foot above grade.
- (iii) openings not less than three inches in any direction.

Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Enclosed areas sub-grade on all sides are considered basements and are not permitted.

- (4) Within Zones V1-V30, VE, V, and Coastal A if base flood elevation are available, new construction and substantial improvements shall have the space below the lowest floor either free from obstruction or constructed with non-supporting breakaway walls, open wood lattice-work or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. The enclosed space below the lowest floor shall be used only for parking vehicles, building access or storage. Use of this space for human habitation is expressly prohibited. The construction of stairs, stairwells and elevator shafts are subject to the design requirements for breakaway walls.

5.2-3 UTILITIES

- (1) New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located at least two feet above the base flood elevation, or be designed to prevent water from entering and accumulating within the components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall be elevated or designed to prevent water from entering and accumulating within the components unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations;
- (2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow

devices that are installed in each discharge line passing through a building's exterior wall; and,

- (4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

5.2-4 STORAGE TANKS

- (1) Underground tanks shall be anchored to prevent flotation, collapse and lateral movement during conditions of the base flood.
- (2) Above-ground tanks shall be:
 - a. anchored to prevent flotation, collapse or lateral movement during conditions of the base flood or;
 - b. installed at or above the base flood elevation as shown on the Flood Insurance Rate Map enumerated in Section 3.2 plus two feet.

5.3 RESIDENTIAL STRUCTURES (EXCEPT COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES)

5.3-1 ELEVATION

The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in sub-sections 5.1-2, SUBDIVISION PROPOSALS, and 5.1-3, ENCROACHMENTS, and Section 5.2, STANDARDS FOR ALL STRUCTURES.

- (1) Within Zones A1-A30, AE, AH if base flood elevation data are available, new construction and substantial improvements shall have the top of the lowest floor (including basement) elevated to or above two feet above the base flood elevation. Within Zones AH adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.
- (2) Within Zone A, when no base flood elevation data are available, a base flood elevation shall be determined by either:
 - a. Obtain and reasonably use data available from a federal, state, or other source plus two feet of freeboard, or,
 - b. Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practice, plus two feet of freeboard. Determinations shall be undertaken by a registered design professional who shall document that the technical methods used reflect currently accepted engineering practice. Studies, analyses, and computations shall be submitted in sufficient detail to allow thorough review and approval.

- (3) Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in Section 3.2 plus one foot of freeboard. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. Within AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.

5.4 RESIDENTIAL STRUCTURES (COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES)

The following standards, in addition to the standards in sub-sections 5.1-1, COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES, and 5.1-2, SUBDIVISION PROPOSALS, and Section 5.2, STANDARDS FOR ALL STRUCTURES, apply to new and substantially improved residential structures located in areas of special flood hazard shown as Zones V1-V30, VE, V, or Coastal A on the community's Flood Insurance Rate Map designated in Section 3.2.

5.4-1 ELEVATION

New construction and substantial improvements shall be elevated on pilings, columns or shear walls such that the bottom of the lowest horizontal structural member supporting the lowest elevated floor (excluding columns, piles, diagonal bracing attached to the piles or columns, grade beams, pile caps and other members designed to either withstand storm action or break away without imparting damaging loads to the structure) is elevated to or above two feet above base flood elevation so as not to impede the flow of water.

5.4-2 DETERMINATION OF LOADING FORCES

Structural design shall consider the effects of wind and water loads acting simultaneously during the base flood on all building components.

- (1) The structural design shall be adequate to resist water forces that would occur during the base flood. Horizontal water loads considered shall include inertial and drag forces of waves, current drag forces, and impact forces from waterborne storm debris. Dynamic uplift loads shall also be considered if bulkheads, walls, or other natural or man-made flow obstructions could cause wave runup beyond the elevation of the base flood.
- (2) Buildings shall be designed and constructed to resist the forces due to wind pressure. Wind forces on the superstructure include windward and leeward forces on vertical walls, uplift on the roof, internal forces when openings allow wind to enter the house, and upward force on the underside of the house when it is exposed. In the design, the wind should be assumed to blow potentially from any lateral direction relative to the house.

- (3) Wind loading values used shall be those required by the building code.

5.4-3 FOUNDATION STANDARDS

- (1) The pilings or column foundation and structure attached thereto shall be adequately anchored to resist flotation, collapse or lateral movement due to the effects of wind and water pressures acting simultaneously on all building components. Foundations must be designed to transfer safely to the underlying soil all loads due to wind, water, dead load, live load and other loads (including uplift due to wind and water).
- (2) Spread footings and fill material shall not be used for structural support of a new building or substantial improvement of an existing structure.

5.4-4 PILE FOUNDATION DESIGN

- (1) The design ratio of pile spacing to pile diameter shall not be less than 8:1 for individual piles (this shall not apply to pile clusters located below the design grade). The maximum center-to-center spacing of wood piles shall not be more than 12 feet on center under load bearing sills, beams, or girders.
- (2) Pilings shall have adequate soil penetration (bearing capacity) to resist the combined wave and wind loads (lateral and uplift) associated with the base flood acting simultaneously with typical structure (live and dead) loads, and shall include consideration of decreased resistance capacity caused by erosion of soil strata surrounding the piles. The minimum penetration for foundation piles is to an elevation of 5 feet below mean sea level (msl) datum if the BFE is +10 msl or less, or to be at least 10 feet below msl if the BFE is greater than +10 msl.
- (3) Pile foundation analysis shall also include consideration of piles in column action from the bottom of the structure to the stable soil elevation of the site. Pilings may be horizontally or diagonally braced to withstand wind and water forces.
- (4) The minimum acceptable sizes for timber piles are a tip diameter of 8 inches for round timber piles and 8 by 8 inches for square timber piles. All wood piles must be treated in accordance with requirements of EPEE-C3 to minimize decay and damage from fungus.
- (5) Reinforced concrete piles shall be cast of concrete having a 28-day ultimate compressive strength of not less than 5,000 pounds per square inch, and shall be reinforced with a minimum of four longitudinal steel bars having a combined area of not less than 1% nor more than 4% of the gross concrete area. Reinforcing for precast piles shall have a concrete cover of not less than 1 1/4 inches for No. 5 bars and smaller and not less than 1 1/2 inches for No. 6 through No. 11 bars. Reinforcement for piles cast in the field shall have a concrete cover of not less than 2 inches.

- (6) Piles shall be driven by means of a pile driver or drop hammer, jettied, or augered into place.
- (7) Additional support for piles in the form of bracing may include lateral or diagonal bracing between piles.
- (8) When necessary, piles shall be braced at the ground line in both directions by a wood timber grade beam or a reinforced concrete grade beam. These at-grade supports should be securely attached to the piles to provide support even if scoured from beneath.
- (9) Diagonal bracing between piles, consisting of 2-inch by 8-inch (minimum) members bolted to the piles, shall be limited in location to below the lowest supporting structural member and above the stable soil elevation, and aligned in the vertical plane along pile rows perpendicular to the shoreline. Galvanized steel rods (minimum diameter 1/2 inch) or cable type bracing is permitted in any plane.
- (10) Knee braces, which stiffen both the upper portion of a pile and the beam-to-pile connection, may be used along pile rows perpendicular and parallel to the shoreline. Knee braces shall be 2-by-8 lumber bolted to the sides of the pile/beam, or 4-by-4 or larger braces framed into the pile/beam. Bolting shall consist of two 5/8-inch galvanized steel bolts (each end) for 2-by-8 members, or one 5/8-inch lag bolt (each end) for square members. Knee braces shall not extend more than 3 feet below the elevation of the base flood.

5.4-5 COLUMN FOUNDATION DESIGN

- (1) Masonry piers or poured-in-place concrete piers shall be internally reinforced to resist vertical and lateral loads, and be connected with a movement-resisting connection to a pile cap or pile shaft.

5.4-6 CONNECTORS AND FASTENERS

- (1) Galvanized metal connectors, wood connectors, or bolts of size and number adequate for the calculated loads must be used to connect adjoining components of a structure. Toe nailing as a principal method of connection is not permitted. All metal connectors and fasteners used in exposed locations shall be steel, hot-dipped galvanized after fabrication. Connectors in protected interior locations shall be fabricated from galvanized sheet.

5.4-7 BEAM TO PILE CONNECTIONS

- (1) The primary floor beams or girders shall span the supports in the direction parallel to the flow of potential floodwater and wave action and shall be fastened to the columns or pilings by bolting, with or without cover plates. Concrete members

shall be connected by reinforcement, if cast in place, or (of precast) shall be securely connected by bolting and welding. If sills, beams, or girders are attached to wood piling at a notch, a minimum of two (5/8)-inch galvanized steel bolts or two hot-dipped galvanized straps 3/16 inch by 4 inches by 18 inches each bolted with two 1/2 inch lag bolts per beam member shall be used. Notching of pile tops shall be the minimum sufficient to provide ledge support for beam members without unduly weakening pile connections. Piling shall not be notched so that the cross section is reduced below 50%.

5.4-8 FLOOR AND DECK CONNECTIONS

- (1) Wood 2- by 4-inch (minimum) connectors or metal joist anchors shall be used to tie floor joists to floor beams/girders. These should be installed on alternate floor joists, at a minimum. Cross bridging of all floor joists shall be provided. Such cross bridging may be 1- by 3-inch members, placed 8 feet on-center maximum, or solid bridging of same depth as joist at same spacing.
- (2) Plywood should be used for subflooring and attic flooring to provide good torsional resistance in the horizontal plane of the structure. The plywood should not be less than (3/4)-inch total thickness, and should be exterior grade and fastened to beams or joists with 8d annular or spiral thread galvanized nails. Such fastening shall be supplemented by the application of waterproof industrial adhesive applied to all bearing surfaces.

5.4-9 EXTERIOR WALL CONNECTIONS

- (1) All bottom plates shall have any required breaks under a wall stud or an anchor bolt. Approved anchors will be used to secure rafters or joists and top and bottom plates to studs in exterior and bearing walls to form a continuous tie. Continuous 15/32-inch or thicker plywood sheathing--overlapping the top wall plate and continuing down to the sill, beam, or girder--may be used to provide the continuous tie. If the sheets of plywood are not vertically continuous, then 2-by-4 nailer blocking shall be provided at all horizontal joints. In lieu of the plywood, galvanized steel rods of 1/2-inch diameter or galvanized steel straps not less than 1 inch wide by 1/16 inch thick may be used to connect from the top wall plate to the sill, beam, or girder. Washers with a minimum diameter of 3 inches shall be used at each end of the 1/2-inch round rods. These anchors shall be installed no more than 2 feet from each corner rod, no more than 4 feet on center.

5.4-10 CEILING JOIST/RAFTER CONNECTIONS

- (1) All ceiling joists or rafters shall be installed in such a manner that the joists provide a continuous tie across the rafters. Ceiling joists and rafters shall be securely fastened at their intersections. A metal or wood connector shall be used at alternate ceiling joist/rafter connections to the wall top plate.

Gable roofs shall be additionally stabilized by installing 2-by-4 blocking on 2-foot centers between the rafters at each gable end. Blocking shall be installed a minimum of 8 feet toward the house interior from each gable end.

5.4-11 PROJECTING MEMBERS

- (1) All cantilevers and other projecting members must be adequately supported and braced to withstand wind and water uplift forces. Roof eave overhangs shall be limited to a maximum of 2 feet and joist overhangs to a maximum of 1 foot. Larger overhangs and porches will be permitted if designed or reviewed and certified by a registered professional engineer or architect.

5.4-12 ROOF SHEATHING

- (1) Plywood, or other wood material, when used as roof sheathing, shall not be less than 15/32 inch in thickness, and shall be of exterior sheathing grade or equivalent. All attaching devices for sheathing and roof coverings shall be galvanized or be of other suitable corrosion resistant material.
- (2) All corners, gable ends, and roof overhangs exceeding six inches shall be reinforced by the application of waterproof industrial adhesive applied to all bearing surfaces of any plywood sheet used in the sheathing of such corner, gable end, or roof overhang.
- (3) In addition, roofs should be sloped as steeply as practicable to reduce uplift pressures, and special care should be used in securing ridges, hips, valleys, eaves, vents, chimneys, and other points of discontinuity in the roofing surface.

5.4-13 PROTECTION OF OPENINGS

- (1) All exterior glass panels, windows, and doors shall be designed, detailed, and constructed to withstand loads due to the design wind speed of 75 mph. Connections for these elements must be designed to transfer safely the design loads to the supporting structure. Panel widths of multiple panel sliding glass doors shall not exceed three feet.

5.4-14 BREAKAWAY WALL DESIGN STANDARDS

- (1) The breakaway wall shall have a design safe loading resistance of not less than 10 and not more than 20 pounds per square foot, with the criterion that the safety of the overall structure at the point of wall failure be confirmed using established procedures. Grade beams shall be installed in both directions for all piles considered to carry the breakaway wall load. Knee braces are required for front row piles that support breakaway walls.
- (2) Use of breakaway wall strengths in excess of 20 pounds per square foot shall not

be permitted unless a registered professional engineer or architect has developed or reviewed the structural design and specifications for the building foundation and breakaway wall components, and certifies that (1) the breakaway walls will fail under water loads less than those that would occur during the base flood; and (2) the elevated portion of the building and supporting foundation system will not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values shall be those required by the building code.

5.5 NON-RESIDENTIAL STRUCTURES (EXCEPT COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES)

The following standards apply to new and substantially improved commercial, industrial and other non-residential structures located in areas of special flood hazard, in addition to the requirements in sub-sections 5.1-2, SUBDIVISION PROPOSALS, and 5.1-3, ENCROACHMENTS, and Section 5.2, STANDARDS FOR ALL STRUCTURES.

- (1) Within Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements of any non-residential structure, together with attendant utility and sanitary facilities, shall either:
 - (i) have the lowest floor, including basement or cellar, elevated to or above two feet above the base flood elevation; or
 - (ii) be floodproofed so that the structure is watertight below two feet above the base flood elevation, including attendant utility and sanitary facilities, with walls substantially impermeable to the passage of water. All structural components located below the base flood elevation must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
- (2) Within Zone AO, new construction and substantial improvements of non-residential structures shall:
 - (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM plus two feet (at least three feet if no depth number is specified), or
 - (ii) together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in sub-Section 5.5(1)(ii).

- (3) If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A Floodproofing Certificate or other certification shall be provided to the Local Administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of sub-Section 5.5(1)(ii), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.
- (4) Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.
- (5) Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three feet above the highest adjacent grade.

5.6 NON-RESIDENTIAL STRUCTURES (COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES)

- (1) In Zones V1-V30, VE, V, and Coastal A if base flood elevations are available, new construction and substantial improvements of any non-residential structure, together with attendant utility and sanitary facilities, shall have the bottom of lowest member of the lowest floor elevated to or above two feet above the base flood elevation. Floodproofing of structures is not an allowable alternative to elevating the lowest floor to two feet above the base flood elevation in Zones V1-V30, VE, V, and Coastal A.

5.7 MANUFACTURED HOMES AND RECREATIONAL VEHICLES

The following standards in addition to the standards in Section 5.1, GENERAL STANDARDS, and Section 5.2, STANDARDS FOR ALL STRUCTURES apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.

- (1) Recreational vehicles placed on sites within Zones A, A1-A30, AE, AH, AO, V1-V30, V, and VE shall either:
 - (i) be on site fewer than 180 consecutive days,
 - (ii) be fully licensed and ready for highway use, or
 - (iii) meet the requirements for manufactured homes in paragraphs 5.7 (2), (3) and (4).

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- (2) Within Zones A1-A30, AE, AH, the bottom of the frame of the manufactured home shall be elevated to meet the requirements of Section 5.3-1(1). Elevation on piers consisting of dry stacked blocks is prohibited.
- (3) Within Zone A, the bottom of the frame of the manufactured home shall be elevated to meet the requirements of Section 5.3-1(2). Elevation on piers consisting of dry stacked blocks is prohibited.
- (4) Within Zone AO, the bottom of the frame of the manufactured home shall be elevated to meet the requirements of Section 5.3-1(3). Elevation on piers consisting of dry stacked blocks is prohibited.
- (5) Within V or VE, manufactured homes must meet the requirements of Section 5.4.
- (6) The foundation and anchorage of manufactured homes to be located in identified floodways shall be designed and constructed in accordance with ASCE 24.

5.8 ACCESSORY STRUCTURES INCLUDING DETACHED GARAGES

The following standards apply to new and substantially improved accessory structures, including detached garages, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

- (1) The accessory structure must meet the definition of structure, for floodplain management purposes, provided in 44 CFR § 59.1, where walled and roofed shall be interpreted as having two outside rigid walls and a fully secured roof.
- (2) The accessory structure should be small, as defined by the community and approved by FEMA, and represent a minimal investment. Accessory structures of any size may be considered for a variance; however, FEMA considers accessory structures that meet the following criteria to be small and therefore not necessarily in need of a variance, if the community chooses to allow it:
 - a. Located in an A Zone (A, AE, A1-A30, AR, A99) and less than or equal to the size of a one-story, two-car garage.
 - b. Located in a V Zone (V, VE, V1-V30) and less than or equal to 100 square feet.
- (3) Accessory structures must meet the standards of Section 5.2-1, ANCHORING,
- (4) The portions of the accessory structure located below BFE plus two feet of freeboard must be constructed with flood-resistant materials.
- (5) Mechanical and utility equipment for the accessory structure must be elevated or dry floodproofed to or above BFE plus two feet of freeboard.

- (6) Within Zones AO and Zone A, if base flood elevation data are not available, areas below three feet above the highest adjacent grade shall be constructed using methods and practices that minimize flood damage.
- (7) The accessory structure must comply with the floodway encroachment provisions of the NFIP.
- (8) The accessory structure must be wet floodproofed to protect the structure from hydrostatic pressure. The design must meet the NFIP design and performance standards for openings per 44 CFR § 60.3(c)(5) and must allow for the automatic entry and exit of floodwaters without manual operation or the presence of a person (or persons).
- (9) Within Zones V1-V30, VE, V, and Coastal A, unelevated accessory buildings must be unfinished inside, constructed with flood-resistant materials, and used only for storage. When an accessory building is placed in these zones, the design professional must determine the effect that debris from the accessory building will have on nearby buildings. If the accessory building is large enough that its failure could create damaging debris or divert flood flows, it must be elevated above the base flood elevation plus two feet.

SECTION 6.0 VARIANCE PROCEDURE

6.1 APPEALS BOARD

- (1) The Orangetown Zoning Board of Appeals (“ZBA”) shall hear and decide appeals and requests for variances from the requirements of this local law.
- (2) The ZBA shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Local Administrator in the enforcement or administration of this local law.
- (3) Those aggrieved by the decision of the ZBA may appeal such decision to the Supreme Court of the State of New York (“NYS”) pursuant to Article 78 of the NYS Civil Practice Law and Rules.
- (4) In passing upon such applications, the ZBA, shall consider all technical evaluations, all relevant factors, standards specified in other sections of this local law and:
 - (i) the danger that materials may be swept onto other lands to the injury of others;
 - (ii) the danger to life and property due to flooding or erosion damage;

- (iii) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (iv) the importance of the services provided by the proposed facility to the community;
 - (v) the necessity to the facility of a waterfront location, where applicable;
 - (vi) the availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (vii) the compatibility of the proposed use with existing and anticipated development;
 - (viii) the relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
 - (ix) the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (x) the costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding;
 - (xi) the expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - (xii) the costs of providing governmental services during and after flood conditions, including search and rescue operations, maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.
- (5) Upon consideration of the factors of Section 6.1(4), and the purposes of this local law, the ZBA may attach such conditions to the granting of variances as it deems necessary to further the purposes of this local law.
- (6) The Local Administrator shall maintain the records of all appeal actions including technical information and report any variances to the Federal Emergency Management Agency upon request.

6.2 CONDITIONS FOR VARIANCES

- (1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood

elevation, providing items (i-xii) in Section 6.1(4) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

- (2) Variances may be issued for the repair or rehabilitation of historic structures upon determination that:
 - (i) the proposed repair or rehabilitation will not preclude the structure's continued designation as a "Historic structure"; and
 - (ii) the variance is the minimum necessary to preserve the historic character and design of the structure.
- (3) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - (i) the criteria of subparagraphs 1, 4, 5, and 6 of this Section are met; and
 - (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.
- (4) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (5) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (6) Variances shall only be issued upon receiving written justification of:
 - (i) a showing of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (7) Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:

- (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
- (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions as required in Section 4.4-8 of this Local Law.

Be it enacted this _____ day of _____, 2025, by the Town Board of the Town of Orangetown, Rockland County, New York, to be effective immediately upon the filing of this adopted Local Law in the Office of the Secretary of State of the State of New York.

TOWN BOARD OF THE TOWN OF ORANGETOWN

_____ Date: _____
Teresa M. Kenny, Supervisor

_____ Date: _____
Jerry Bottari, Councilman

_____ Date: _____
Brian Donohue, Councilman

_____ Date: _____
Dan Sullivan, Councilman

_____ Date: _____
Paul Valentine, Councilman

SEAL OF THE TOWN OF ORANGETOWN:

ATTEST: _____ Date: _____
Rosanna Sfraga, Town Clerk

**Architectural/ Engineering
Consultant Contract**

Municipal Contract No. _____

Agreement made this ____ day of _____, _____ by and between

Town of Orangetown
(Municipal Corporation)

Having its principal office at 26 Orangeburg Rd, Orangeburg, New York 10962 (the "**Sponsor**")

and

HVEA Engineers with its office at 560 Route 52, Beacon, New York 12508
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a state-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **Mountainview Avenue Over the Sparkill Creek Culvert Replacement** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, _____, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item 1	<p>■ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>■ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality.</p> <p>■ If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p>	<p>■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative.</p> <p>■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.</p> <p>■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.</p>	<p>■ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>■ Bills are subject to approval of the Municipality and Municipality's Representative.</p>

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related costs require pre-authorization by the Sponsor. These items become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	<p>■Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR "), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>■For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>■The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 114%.</p>	

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item V	<ul style="list-style-type: none"> ■Negotiated Lump Sum Fixed Fee. ■Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> ■A negotiated Lump Sum Fee which in this AGREEMENT shall equal \$32,099.50. 	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$342,192.65.	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to said contract;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render

professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, digital files, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he 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 Sponsor, including but not limited to Worker's

Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation ([49 CFR 26.29](#)) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other

payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor 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.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without undue delays and without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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. CONSULTANT 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.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering;
or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 ***Executory Contract.*** This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date:	Date:

For the Sponsor:

STATE OF NEW YORK

ss:

COUNTY OF ROCKLAND

On this ___ day of _____, _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

For the Consultant:

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this ___ day of _____, _____ before me, Mia K. Nadasky, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the Principal of HVEA Engineers, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

Federal-Aid Requirements for Architectural/ Engineering Consultant Supplement

ARTICLE A. DOCUMENTS FORMING THIS AGREEMENT

The contract must include the documents forming the contract between the Sponsor and the Consultant. The following will be included in the contract:

- Agreement Form - "Municipal Consultant Contract";
- Project Description and Funding;
- Scope of Services;
- As applicable, Staffing Rates, Hours, Reimbursables and Fee;
- Federal-Aid Requirements for Architectural/Engineering Consultant Supplement.

ARTICLE B. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described in this contract. Compensation methods must be clearly documented in the contract. Compensation methods available are Cost Plus Fixed Fee Method, Specific Hourly Rate Method, and Lump Sum Cost Plus Reimbursables Method.

ARTICLE C. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE D. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT CONTRACT and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

ARTICLE E. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE F. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE G. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE H. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE I. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE J. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier

subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE K. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and Title VI of the Civil Rights Act of 1964, as amended, and any other State and Federal Statutory and constitutional non-discrimination provision, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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. CONSULTANT 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.

ARTICLE L. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering;
or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE M. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE N. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE O. PROMPT PAYMENT.

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor 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.

APPENDIX A-2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Attachment A

Project Description and Funding

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 8763.34
BIN:

Term of Agreement Ends: December 31, 2026

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition
 Construction, C/I, & C/S

PROJECT DESCRIPTION:

Engineering Services of:

Mountainview Avenue over the Sparkill Creek Culvert Replacement

Project Location:

Town of Orangetown, Rockland County

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$342,195.65

Footnotes:

Attachment B
Scope of Services

Section 1 - General

1.01 Project Description and Location

Project Name: **PIN 8762.34 – Mountainview Avenue Over the Sparkill Creek Culvert Replacement**

Project Description: Culvert Replacement

Project Limits: The intersection of Mountainview Avenue and NYS Route 303

Sponsor: Town of Orangetown

County: Rockland

The anticipated start date of preliminary design: Completed by others

The anticipated letting date: June 2025

The anticipated construction completed date: October 2026

The anticipated construction costs {cost or range of cost}. \$342,195.65

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Stephen Munno, Senior Administrative Assistant, who can be reached at (845) 359-6500.

All correspondence to the **Sponsor** should be addressed to:

Orangetown Highway Department

119 Route 303

Orangeburg, NY 10962

Or

highwaydept@orangetown.com

The Project Manager should receive copies of all project correspondence directed to parties other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class (II) action under USDOT Regulations, [23 CFR 771](#)¹.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be (Unlisted).

1.04 Categorization of Work

Project work is generally divided into the following sections:

¹ <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rqn=div5&view=text&node=23:1.0.1.8.43&idno=23>

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Available Record plans (previously circulated with BNY application)
- Anticipated permits and approvals (initial determination).
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents,

advisory agency review, and coordination with other agencies.

- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the [Cost Control Report](#).² The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the [Local Projects Manual](#)³ including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the *LPM* take precedence.
- This project is also subject to the BridgeNY Program requirements. The Consultant shall adhere to the specific requirements of this program including the strict timeframes. Upon authorization the consultant shall prepare a draft schedule identifying any critical path items during the design phase. These items shall be given priority as to not deviate from the schedule.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

² <https://www.dot.ny.gov/plafap/view-document?id=1598>

³ <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT Local Projects Manual*.

D/WMBE and SDVOB participation requirements are identified in the BridgeNY guidelines. The **Consultant** will provide appropriate documentation for participation.

Section 2 - Data Collection and Analysis

(Intentionally left blank)

Section 3 - Preliminary Design

(Intentionally left blank)

Section 4 – Environmental

(Intentionally left blank)

Section 5 - Right-of-Way

(Intentionally left blank)

Section 6 - Detailed Design

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 foot intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).⁴

The **Consultant** will prepare and submit up to 5 copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Permits
- Utility agreements
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Orange County Specific bidding forms (Pay to play, etc.) as supplied by the County
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any

⁴ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.06 Railroads (Intentionally left blank)

6.07 Bridge Inventory and Load Rating Forms (*Intentionally left blank*)

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files including CADD files for the project. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening, the Consultant need not attend.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for

the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Sponsor's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **Consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Municipality and must be consistent with the requirements of the [NYSDOT Manual of Uniform Recordkeeping \(MURK\)](#)**.⁵ The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged**, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to

⁵ <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](#)⁶.

- 1) ATTACHMENT B – SCOPE OF SERVICES. A new subsection is hereby added to the end of Attachment B, Section 10.01 – Estimating Assumptions, as follows:

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 6 Detailed Design or Final Design

Assume final design was completed by others. HVEA will provide constructability review and recommendations to the Town for any changes.

Assume HVEA will update the DOT Pay Items to meet current specifications.

Assume all permits were acquired by others.

HVEA will develop the bid specification book for the project.

⁶ <https://www.dot.ny.gov/dotapp/ebo>

Estimate 1 cost estimate update will be required.

Estimate 1 culvert will be replaced and 0 will be rehabilitated.

Estimate 4 utility companies and 0 railroad agencies will be affected.

Assume existing sanitary sewer will not be relocated.

Section 7 Estimate 3 copies of the final contract bid documents will be needed for prospective bidders. The Consultant shall also prepare up to 20 flash drives of the final contract bid documents and one (1) digital pdf set for electronic distribution.

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.

Estimate award will be on or around May 15, 2025.

Estimate construction will begin on June 1, 2025 and will be completed by November 30, 2025.

HVEA will staff the project with:

- 1 Part time Project Manager
- 1 Full time Resident/Office Engineer
- 1 Project Engineer as-needed
- 1 Full time Inspector

Laptops, printers and other technology items will be provided by the Contractor under the Office Technology item.

HVEA will provide APPIA management software as a direct non-salary cost in this contract.

An 11x17 color scanner/photocopier will be included by the Contractor under the field office item.

High speed internet access will be provided by the Contractor as part of the field office item.

HVEA's Project Engineer will review shop drawings, structural plans, lift plans and submittals.

HVEA will provide nuclear gauge testing for backfilling operations.

HVEA will provide concrete testing for all concrete pours.

Attachment C

Staffing Rates, Hours, and Estimated Direct Non-Salary Costs

Exhibit A, Page 1
 Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE ENGINEERING SALARY RATES			
		PRESENT	PROJECTED	MAX	OVERTIME
		(02/25)	(02/26)	RATE	CATEGORY
Project Manager	VI (A)	\$86.00	\$89.44	\$90.00	A
Resident Engineer	IV (A)	\$72.50	\$75.40	\$90.00	C
Project Engineer	IV (A)	\$56.50	\$58.76	\$75.00	B
Chief Inspector	IV (N)	\$47.14	\$49.03	\$63.24	C
Office Engineer	III (N)	\$45.00	\$46.80	\$52.06	C
Senior Inspector	III (N)	\$43.25	\$44.98	\$61.64	C
Inspector	II (N)	\$36.84	\$38.31	\$45.08	C

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate x 1.50.

Exhibit A, Page 2
 Staffing Table

JOB TITLE	ASCE OR NICET GRADE	2025												Hours	Rate	Premium Portion of Overtime	Direct Labor
		J	F	M	A	M	J	J	A	S	O	N	D				
Project Manager	VI (A)													0	\$86.00		\$0.00
Resident/Office Engineer	IV (A)						170	170	170	170	170	170	80	1100	\$72.50		\$79,750.00
Overtime														0	\$72.50	\$0.00	\$0.00
Project Engineer	IV (A)			80	40	16	16	16						168	\$56.50		\$9,492.00
Chief Inspector	IV (N)													0	\$47.14		\$0.00
Office Engineer	III (N)													0	\$45.00		\$0.00
Senior Inspector	III (N)						170	170	170	170	170			850	\$43.25		\$36,762.50
Overtime							20	20	20	20	20			100	\$43.25	\$2,162.50	\$4,325.00
Inspector	II (N)													0	\$36.84		\$0.00
Overtime														0	\$36.84	\$0.00	\$0.00
												2,218		\$2,162.50	\$130,329.50		

JOB TITLE	ASCE OR NICET GRADE	2026												Hours	Rate	Premium Portion of Overtime	Direct Labor
		J	F	M	A	M	J	J	A	S	O	N	D				
Project Manager	VI (A)													0	\$89.44		\$0.00
Resident/Office Engineer	IV (A)	80												80	\$75.40		\$6,032.00
Overtime														0	\$75.40	\$0.00	\$0.00
Project Engineer	IV (A)													0	\$58.76		\$0.00
Chief Inspector	IV (N)													0	\$49.03		\$0.00
Office Engineer	III (N)													0	\$46.80		\$0.00
Senior Inspector	III (N)													0	\$44.98		\$0.00
Overtime														0	\$44.98	\$0.00	\$0.00
Inspector	II (N)													0	\$38.31		\$0.00
Overtime														0	\$38.31	\$0.00	\$0.00
												80		\$0.00	\$6,032.00		

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

1. TRAVEL

a) On-Job Travel -				
2 inspectors x 21 days/month x		5 months x	10 miles/day =	\$2,100.00
Total On-Job Travel-	2,100 mi. x	\$0.700 /mi.=		\$1,470.00
			SUBTOTAL, TRAVEL	<u>\$1,470.00</u>
b) Material Testing - as needed				
			SUBTOTAL, MATERIAL TESTING	<u>\$12,500.00</u>
c) Construction Management Software				
12 inspector Months - Appia Construction Estimating Software @		\$179.17 per month		\$2,150.04
			SUBTOTAL, SOFTWARE	<u>\$2,150.04</u>
			TOTAL DIRECT NON-SALARY COST	<u>\$16,120.04</u>

Exhibit C
Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	\$136,361.50
Item IA, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	\$2,162.50
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$16,120.04
Item III, Overhead, 114% subject to audit	\$155,452.11
Item IV, Fixed Fee (11%) (applied to Items IA & III)	<u>\$32,099.50</u>
Total:	\$342,195.65

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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




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

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

MEMORANDUM

TO: Teresa Kenny, Supervisor
Jerry Bottari, Councilman
Brian Donohue, Councilman
Dan Sullivan, Councilman
Paul Valentine, Councilman

FROM: James J. Dean, Superintendent of Highways 

DATE: March 19, 2025

RE: **APPROVE / AGREEMENT / HVEA / CONSTRUCTION SUPPORT AND INSPECTION SERVICES / PIN 8762.34 MOUNTAINVIEW AVENUE OVER THE SPARKILL CREEK CULVERT REPLACEMENT PROJECT**

Please add the following item to the Town Board Agenda of March 25, 2025:

WHEREAS, Via Town Board Resolution #70 the Orangetown Town Board approved the Mountainview Avenue Over Sparkill Creek Culvert Replacement Project; and,

WHEREAS, the sum of \$1,500,000.00 has been appropriated from H.5111.200.24 and made available to cover the cost of participation in the Construction and Construction Support and Construction Inspection of the Mountainview Avenue Over Sparkill Creek Culvert Replacement Project; and further,

WHEREAS, the Town of Orangetown Solicited for the Construction Support and Inspection Services for the Project, and further

WHEREAS, the Town of Orangetown reviewed and rated the three respondent Consulting firms and interviewed two Consulting firm finalists.

NOW THEREFORE, the Orangetown Town Board hereby

RESOLVED, the Town Board hereby approves and authorizes execution of the agreement with Hudson Valley Engineering Associates (HVEA) for the Construction Support and Inspection Services for the Mountainview Avenue Over the Sparkill Creek Replacement Project (8762.34),



at a cost of \$342,195.65, pursuant to a written proposal, dated March 10, 2025, incorporated herein by reference and to be filed in the Town Clerk's Office, charged to Account # H.5111.200.24.

BE IT FURTHER RESOLVED, that in addition to the Supervisor, the following municipal titles: Highway Superintendent, Commissioner of DEME, and the Director of Finance, are also hereby authorized to execute any necessary Agreements, certifications or reimbursement requests for Federal Aid on behalf of the Town of Orangetown/Sponsor, with NYSDOT in connection with the advancement or approval of the Project

JJD/sfm

INTERMUNICIPAL AGREEMENT

WITH THE

TOWN OF ORANGETOWN

Partial Reimbursement of Law Enforcement Overtime
For Counterterrorism Training

THIS AGREEMENT made the ___ day of _____, 2025, by and between the **COUNTY OF ROCKLAND on behalf of the Rockland County Sheriff's Office**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN on behalf of the Town of Orangetown Police Department**, a municipal corporation of the State of New York, having its principal office at 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

W I T N E S S E T H:

WHEREAS, the **COUNTY** wishes to financially assist the **MUNICIPALITY** in its law enforcement and make a partial reimbursement of Homeland Security grant funds from the LETPP and SHSP grants to **MUNICIPALITY** for law enforcement purposes only, and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. 94 of 2025** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall use such funds for reimbursement of law enforcement overtime for counterterrorism training.
2. **TERM:** The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **September 1, 2021**, and terminating **August 31, 2022**.

3. PAYMENT: The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00)**. **MUNICIPALITY** agrees that the aforesaid **THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00)** shall be solely and exclusively used for the purpose of partial reimbursement of law enforcement overtime related to Counterterrorism training.

4a. INDEMNIFY AND HOLD HARMLESS: The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY**. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget. The **COUNTY** agrees that it shall not direct the police officers assigned to the Rockland County Narcotics Task Force to work any overtime hours in excess of the amount budgeted by the **MUNICIPALITY** without prior consent of the **MUNICIPALITY**.

6. NO ASSIGNMENT: The **MUNICIPALITY** shall not assign, sublet, or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

7. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.
8. LABOR LAW AND EXECUTIVE LAW: The **MUNICIPALITY** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.
9. LOCAL LAWS AND RESOLUTIONS: The **MUNICIPALITY** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.
10. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The **MUNICIPALITY** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.
11. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**. In the event of early termination, the **COUNTY** agrees to pay the **MUNICIPALITY** for the work performed up to the date of termination, not to exceed the amount set forth in Paragraph 3 of this agreement.
12. IRAN DIVESTMENT ACT: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.
13. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

14. RECORD KEEPING AND AUDIT: The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to Contractor unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

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

TOWN OF ORANGETOWN
Fed. ID: #13-6007311

OFFICE OF THE COUNTY SHERIFF
(Approved for signature of
the County Executive)

By: _____
TERESA M. KENNY
Town Supervisor

By: _____
LOUIS FALCO III
Sheriff

Dated: _____

Dated: _____

DEPARTMENT OF LAW
(Approved for signature of
the County Executive)

COUNTY OF ROCKLAND

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Dated: _____

JG/bc
2025-10481-01

2024 final Budget adjustments to cover over expended lines

2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
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2024 Debt Service Budget Adjustments

V.1380.457	FISCAL AGENT FEES.CONTRACTS W/OUTSIDE VENDORS	25,000	46,863	71,863
V.9789.700.42	ENERGY PERFORMANCE.BOND INTEREST.FACILITY REPAIRS 2004	1,924	10	1,934
V.2401	INTEREST EARNINGS	(350,000)	(46,873)	(396,873)

2024 DEME Budget Adjustments

G.8110.011	SEWER ADMINISTRATION.PERMANENT STAFF	305,373	39,067	344,440
G.8110.012	SEWER ADMINISTRATION.TIME & ONE HALF	9,000	10,264	19,264
G.8110.013	SEWER ADMINISTRATION.SEASONAL & PART TIME	-	15,660	15,660
G.8110.015	SEWER ADMINISTRATION.APPOINTED OFFICIALS	520,612	10,458	531,070
G.8110.020	SEWER ADMINISTRATION.DOUBLE TIME	6,000	8,433	14,433
G.8110.442	SEWER ADMINISTRATION.POSTAGE	1,000	409	1,409
G.8110.443	SEWER ADMINISTRATION.MAINTENANCE AGREEMENTS	500	55	555
G.8120.447	SEWER COLLECTION SYSTEM.VEHICLE OPERATION AND REPAIR	80,000	877	80,877
G.8120.452	SEWER COLLECTION SYSTEM.EQUIPMENT REPAIRS	124,791	34,585	159,376
G.8120.455	SEWER COLLECTION SYSTEM.UTILITIES	529,000	54,930	583,930
G.8120.457	SEWER COLLECTION SYSTEM.CONTRACTS W/OUTSIDE VENDORS	70,750	22,619	93,369
G.8120.458	SEWER COLLECTION SYSTEM.MEALS	500	51	551
G.8120.471	SEWER COLLECTION SYSTEM.TELEPHONE	-	7,331	7,331
G.8121.011	INDUSTRIAL PRETREATMENT.PERMANENT STAFF	126,303	44,934	171,237
G.8121.020	INDUSTRIAL PRETREATMENT.DOUBLE TIME	500	957	1,457
G.8121.452	INDUSTRIAL PRETREATMENT.EQUIPMENT REPAIRS	4,000	135	4,135
G.8121.457	INDUSTRIAL PRETREATMENT.CONTRACTS W/OUTSIDE VENDORS	7,000	3,641	10,641
G.8121.463	INDUSTRIAL PRETREATMENT.LABORATORY TESTING	65,000	22,423	87,423

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
G.8121.475	INDUSTRIAL PRETREATMENT.MISCELLANEOUS EXPENSES	7,000	657	7,657
G.8130.011	SEWAGE TREATMENT PLANT.PERMANENT STAFF	1,666,764	27,222	1,693,986
G.8130.012	SEWAGE TREATMENT PLANT.TIME & ONE HALF	91,000	37,885	128,885
G.8130.200	SEWAGE TREATMENT PLANT.CAPITAL OUTLAY	207,850	(72,602)	135,248
G.8130.423	SEWAGE TREATMENT PLANT.ASSOCIATION DUES	600	711	1,311
G.8130.447	SEWAGE TREATMENT PLANT.VEHICLE OPERATION AND REPAIR	11,000	230	11,230
G.8130.452	SEWAGE TREATMENT PLANT.EQUIPMENT REPAIRS	87,000	22,555	109,555
G.8130.455	SEWAGE TREATMENT PLANT.UTILITIES	300,000	48,561	348,561
G.8130.457	SEWAGE TREATMENT PLANT.CONTRACTS W/OUTSIDE VENDORS	152,612	5,451	158,063
G.8130.473	SEWAGE TREATMENT PLANT.WATER	100,000	47,187	147,187
G.9030.800	SS / MEDICARE.FRINGE BENEFITS	273,145	32,660	305,805
G.9060.800	HOSPITALIZATION.FRINGE BENEFITS	1,445,132	86,457	1,531,589
G.9061.800	DENTAL INSURANCE.FRINGE BENEFITS	56,552	26,291	82,843
G.2401	INTEREST EARNINGS	(100,000)	(316,737)	(416,737)
G.1013	ROCKLAND STATE HOSPITAL	(115,000)	(223,357)	(338,357)

2024 Highway Budget Adjustments

D.5110.012.04	HIGHWAY REPAIR & IMPROVE.TIME & ONE HALF.PART TOWN	64,000	(1,082)	62,918
D.5110.013.04	HIGHWAY REPAIR & IMPROVE.SEASONAL & PART TIME.PART TOWN	60,000	1,082	61,082
D.5110.444.04	HIGHWAY REPAIR & IMPROVE.RENTAL OF EQUIPMENT.PART TOWN	10,600	698	11,298
D.5110.451.04	HIGHWAY REPAIR & IMPROVE.HWY DRAINAGE SUPPLIES EQUIP.PART TOWN	32,000	1,208	33,208
D.5110.462.04	HIGHWAY REPAIR & IMPROVE.GASOLINE AND DIESEL FUEL.PART TOWN	280,000	(1,906)	278,094
D.5112.200.04	PERMANENT IMPROV (CHIPS).CAPITAL OUTLAY.PART TOWN	-	108,568	108,568
D.5112.457.04	PERMANENT IMPROV (CHIPS).CONTRACTS W/OUTSIDE VENDORS.PART TOWN	498,155	(108,568)	389,587
D.5130.400.05	HIGHWAY MACHINERY.GENERAL CONTRACT EXPENSE.TOWNWIDE	432,128	78,318	510,446
D.5140.011.05	MISC. BRUSH & WEEDS.PERMANENT STAFF.TOWNWIDE	1,371,016	17,082	1,388,098
D.5140.012.05	MISC. BRUSH & WEEDS.TIME & ONE HALF.TOWNWIDE	130,000	21,023	151,023
D.5140.013.05	MISC. BRUSH & WEEDS.SEASONAL & PART TIME.TOWNWIDE	140,000	2,987	142,987
D.5140.457.05	MISC. BRUSH & WEEDS.CONTRACTS W/OUTSIDE VENDORS.TOWNWIDE	18,000	112	18,112

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
D.5142.011.05	SNOW REMOVAL.PERMANENT STAFF.TOWNWIDE	457,005	(20,382)	436,623
D.5142.012.05	SNOW REMOVAL.TIME & ONE HALF.TOWNWIDE	118,450	(21,023)	97,427
D.5142.013.05	SNOW REMOVAL.SEASONAL & PART TIME.TOWNWIDE	-	313	313
D.5142.012.05	SNOW REMOVAL.TIME & ONE HALF.TOWNWIDE	118,450.00	(6,577)	111,873
D.5142.020.05	SNOW REMOVAL.DOUBLE TIME.TOWNWIDE	206,000	(100,493)	105,507
D.5142.449.05	SNOW REMOVAL.CHEMICALS.TOWNWIDE	225,000	28,640	253,640
D.9030.800.04	SS / MEDICARE.FRINGE BENEFITS.PART TOWN	178,752	24,588	203,340
D.9060.800.04	HOSPITALIZATION.FRINGE BENEFITS.PART TOWN	894,300	(34,054)	860,246
D.9061.800.04	DENTAL INSURANCE.FRINGE BENEFITS.PART TOWN	48,634	9,466	58,100
D.9030.800.05	SS / MEDICARE.FRINGE BENEFITS.TOWNWIDE	245,784	(16,836)	228,948
D.9060.800.05	HOSPITALIZATION.FRINGE BENEFITS.TOWNWIDE	1,042,731	(5,590)	1,037,141
D.9061.800.05	DENTAL INSURANCE.FRINGE BENEFITS.TOWNWIDE	36,026	22,426	58,452

2024 TOV Budget Adjustments

B.1980.457.17	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VENDORS.OTHER THAN	5,843	1,093	6,936
B.3620.015.17	SAFETY INSPECTION SERVICE.APPOINTED OFFICIALS.OTHER THAN F	204,663	66,341	271,004
B.3620.440.01	SAFETY INSPECTION SERVICE.OFFICE SUPPLIES & PRINT	5,500	811	6,311
B.3620.455.17	SAFETY INSPECTION SERVICE.UTILITIES.OTHER THAN POLICE	6,000	8,145	14,145
B.3620.457.17	SAFETY INSPECTION SERVICE.CONTRACTS W/OUTSIDE VENDORS.O	102,842	84,436	187,278
B.3620.471.17	SAFETY INSPECTION SERVICE.TELEPHONE.OTHER THAN POLICE	8,000	210	8,210
B.3621.012.17	FIRE SAFETY.TIME & ONE HALF.OTHER THAN POLICE	4,000	4,144	8,144
B.3621.013.17	FIRE SAFETY.SEASONAL & PART TIME.OTHER THAN POLICE	52,000	2,895	54,895
B.3621.020.17	FIRE SAFETY.DOUBLE TIME.OTHER THAN POLICE	3,250	4,785	8,035
B.3621.455.17	FIRE SAFETY.UTILITIES.OTHER THAN POLICE	2,500	167	2,667
B.3621.457.17	FIRE SAFETY.CONTRACTS W/OUTSIDE VENDORS.OTHER THAN POLIC	9,340	15,394	24,734
B.3621.471.17	FIRE SAFETY.TELEPHONE.OTHER THAN POLICE	2,500	10	2,510
B.3620.011.17	SAFETY INSPECTION SERVICE.PERMANENT STAFF.OTHER THAN POL	1,199,069	(188,431)	1,010,638
B.8020.012.17	PLANNING BOARD.TIME & ONE HALF.OTHER THAN POLICE	-	1,712	1,712
B.8020.011.17	PLANNING BOARD.PERMANENT STAFF.OTHER THAN POLICE	108,705	(1,712)	106,993

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
B.8020.455.17	PLANNING BOARD.UTILITIES.OTHER THAN POLICE	5,200	1,042	6,242
B.8020.444.17	PLANNING BOARD.RENTAL OF EQUIPMENT.OTHER THAN POLICE	2,000	(1,042)	958
B.8160.011.17	REFUSE AND GARBAGE.PERMANENT STAFF.OTHER THAN POLICE	116,005	4,596	120,601
B.8160.442.17	REFUSE AND GARBAGE.POSTAGE.OTHER THAN POLICE	2,000	1,246	3,246
B.8160.440.17	REFUSE AND GARBAGE.OFFICE SUPPLIES & PRINT.OTHER THAN POL	3,500	(479)	3,021
B.8160.441.17	REFUSE AND GARBAGE.SCHOOLS & CONFERENCES.OTHER THAN PC	1,000	(478)	522
B.8160.455.17	REFUSE AND GARBAGE.UTILITIES.OTHER THAN POLICE	1,600	(352)	1,248
B.8160.457.17	REFUSE AND GARBAGE.CONTRACTS W/OUTSIDE VENDORS.OTHER T	1,207,000	(3,903)	1,203,097
B.8160.471.17	REFUSE AND GARBAGE.TELEPHONE.OTHER THAN POLICE	1,200	(112)	1,088
B.8560.457.17	SHADE TREES.CONTRACTS W/OUTSIDE VENDORS.OTHER THAN POL	15,000	(518)	14,482
B.9061.800.17	DENTAL INSURANCE.FRINGE BENEFITS.OTHER THAN POLICE	31,154	9,873	41,027
B.9060.800.17	HOSPITALIZATION.FRINGE BENEFITS.OTHER THAN POLICE	563,829	(66,134)	497,695
B.9901.900.17	TRANSFERS TO OTHER FUNDS.TRANSFERS.OTHER THAN POLICE	-	56,261	56,261
B.3120.016.16	POLICE.HOLIDAY PAY.POLICE	400,000.00	58,956	458,956
B.3120.021.16	POLICE.SICK LEAVE.POLICE	340,000.00	20,972	360,972
B.3120.011.16	POLICE.PERMANENT STAFF.POLICE	13,638,075.00	(79,928)	13,558,147
B.3120.200.16	POLICE.CAPITAL OUTLAY.POLICE	32,000.00	33,430	65,430
B.3120.440.13	POLICE.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	130,072.00	15,289	145,361
B.3120.447.16	POLICE.VEHICLE OPERATION AND REPAIR.POLICE	80,000.00	5,513	85,513
B.3120.455.16	POLICE.UTILITIES.POLICE	75,000.00	61,427	136,427
B.3120.469.16	POLICE.YOUTH BUREAU EXPENSES.POLICE	13,170.00	2,070	15,240
B.3120.470.16	POLICE.EYEGLASSES.POLICE	7,500.00	1,198	8,698
B.3122.011.16	RADIO OPERATORS.PERMANENT STAFF.POLICE	397,080.00	16,557	413,637
B.3124.012.16	SUPPORT STAFF.TIME & ONE HALF.POLICE	12,240.00	13,105	25,345
B.3124.013.16	SUPPORT STAFF.SEASONAL & PART TIME.POLICE	5,100.00	514	5,614
B.3120.443.16	POLICE.MAINTENANCE AGREEMENTS.POLICE	209,832.00	(23,172)	186,660
B.3120.457.16	POLICE.CONTRACTS W/OUTSIDE VENDORS.POLICE	98,345.00	(41,607)	56,738
B.3120.458.16	POLICE.MEALS.POLICE	21,200.00	(20,593)	607
B.3120.462.16	POLICE.GASOLINE AND DIESEL FUEL.POLICE	280,000.00	(32,799)	247,201

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
B.3120.465.16	POLICE.UNIFORMS.POLICE	76,163.00	(41,268)	34,895
B.9030.800.16	SS / MEDICARE.FRINGE BENEFITS.POLICE	1,123,361.00	2,950	1,126,311
B.9060.800.16	HOSPITALIZATION.FRINGE BENEFITS.POLICE	5,492,192.00	481,936	5,974,128
B.9061.800.16	DENTAL INSURANCE.FRINGE BENEFITS.POLICE	290,702.00	(113,692)	177,010
B.9015.800.16	POLICE RETIREMENT.FRINGE BENEFITS.POLICE	5,285,043.00	(341,474)	4,943,569
B.9050.800.16	UNEMPLOYMENT INSURANCE.FRINGE BENEFITS.POLICE	3,000.00	(3,000)	-
B.9045.800.16	POLICE LIFE INSURANCE.FRINGE BENEFITS.POLICE	55,125.00	(16,384)	38,741

2024 General Budget Adjustments

A.1110.440.01	TOWN JUSTICE.OFFICE SUPPLIES & PRINT	-	775	775
A.1110.442	TOWN JUSTICE.POSTAGE	8,000	2,295	10,295
A.1110.473	TOWN JUSTICE.WATER	-	724	724
A.1110.456	TOWN JUSTICE.COPIES OF TESTIMONY	35,000	(2,913)	32,087
A.1110.457	TOWN JUSTICE.CONTRACTS W/OUTSIDE VENDORS	4,000	(881)	3,119
A.1220.011	SUPERVISOR.PERMANENT STAFF	109,379	2,404	111,783
A.1220.015	SUPERVISOR.APPOINTED OFFICIALS	200,360	11	200,371
A.1220.200	SUPERVISOR.CAPITAL OUTLAY	-	2,000	2,000
A.1220.441	SUPERVISOR.SCHOOLS & CONFERENCES	-	515	515
A.1220.457	SUPERVISOR.CONTRACTS W/OUTSIDE VENDORS	-	3,460	3,460
A.1220.471	SUPERVISOR.TELEPHONE	3,000	185	3,185
A.1220.480	SUPERVISOR.TRAVEL EXPENSES	5,000	(4,249)	751
A.1220.443	SUPERVISOR.MAINTENANCE AGREEMENTS	5,000	(3,822)	1,178
A.1220.440.13	SUPERVISOR.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	2,500	(504)	1,996
A.1310.011	FINANCE.PERMANENT STAFF	397,059	46,941	444,000
A.1310.012	FINANCE.TIME & ONE HALF	10,000	(10,000)	-
A.1310.013	FINANCE.SEASONAL & PART TIME	10,000	(4,951)	5,049
A.1310.440.01	FINANCE.OFFICE SUPPLIES & PRINT	-	788	788
A.1310.440.13	FINANCE.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	2,500	(186)	2,314
A.1310.441	FINANCE.SCHOOLS & CONFERENCES	3,250	65	3,315

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
A.1310.442	FINANCE.POSTAGE	500	396	896
A.1310.443	FINANCE.MAINTENANCE AGREEMENTS	50,000	(1,869)	48,131
A.1310.457.01	FINANCE.CONTRACTS W/OUTSIDE VENDORS.CONTRACT WITH OUTS	1,400	161	1,561
A.1310.471	FINANCE.TELEPHONE	-	40	40
A.1310.480	FINANCE.TRAVEL EXPENSES	3,000	(2,449)	551
A.1330.407	RECEIVER OF TAXES.ADVERTISING	1,500	130	1,630
A.1330.440.01	RECEIVER OF TAXES.OFFICE SUPPLIES & PRINT	-	9,091	9,091
A.1330.442	RECEIVER OF TAXES.POSTAGE	18,800	373	19,173
A.1330.457	RECEIVER OF TAXES.CONTRACTS W/OUTSIDE VENDORS	12,100	(11,441)	659
A.1355.013	ASSESSOR.SEASONAL & PART TIME	35,000	13,476	48,476
A.1355.011	ASSESSOR.PERMANENT STAFF	283,638	(13,476)	270,162
A.1356.457	BD OF ASSESSMENT REVIEW.CONTRACTS W/OUTSIDE VENDORS	10,000	8,638	18,638
A.1355.457	ASSESSOR.CONTRACTS W/OUTSIDE VENDORS	10,000	(4,763)	5,237
A.1355.441	ASSESSOR.SCHOOLS & CONFERENCES	2,500	(2,500)	-
A.1355.440.13	ASSESSOR.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	2,000	(1,375)	625
A.1410.011	TOWN CLERK.PERMANENT STAFF	169,344	4,392	173,736
A.1410.013	TOWN CLERK.SEASONAL & PART TIME	30,060	(3,630)	26,430
A.1410.407	TOWN CLERK.ADVERTISING	7,000	3,183	10,183
A.1410.440.01	TOWN CLERK.OFFICE SUPPLIES & PRINT	-	3,678	3,678
A.1410.440.13	TOWN CLERK.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	2,000	(164)	1,836
A.1410.441	TOWN CLERK.SCHOOLS & CONFERENCES	600	(600)	-
A.1410.442	TOWN CLERK.POSTAGE	1,450	20	1,470
A.1410.443	TOWN CLERK.MAINTENANCE AGREEMENTS	5,484	(1,276)	4,208
A.1410.444	TOWN CLERK.RENTAL OF EQUIPMENT	1,234	(63)	1,171
A.1410.445	TOWN CLERK.BOOKS AND PUBLICATIONS	5,000	(2,894)	2,106
A.1410.455	TOWN CLERK.UTILITIES	16,800	11,898	28,698
A.1410.457	TOWN CLERK.CONTRACTS W/OUTSIDE VENDORS	18,147	(9,176)	8,971
A.1410.471	TOWN CLERK.TELEPHONE	-	486	486
A.1410.473	TOWN CLERK.WATER	2,300	(2,007)	293
A.1410.480	TOWN CLERK.TRAVEL EXPENSES	2,000	(2,000)	-

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
A.1420.011	TOWN ATTORNEY.PERMANENT STAFF	94,084.00	4,392	98,476
A.1420.440.01	TOWN ATTORNEY.OFFICE SUPPLIES & PRINT	500.00	3	503
A.1420.445	TOWN ATTORNEY.BOOKS AND PUBLICATIONS	35,000.00	3,278	38,278
A.1420.456	TOWN ATTORNEY.COPIES OF TESTIMONY	500.00	60	560
A.1420.457	TOWN ATTORNEY.CONTRACTS W/OUTSIDE VENDORS	20,000.00	8,025	28,025
A.1420.471	TOWN ATTORNEY.TELEPHONE	0.00	361	361
A.1420.013	TOWN ATTORNEY.SEASONAL & PART TIME	60,000.00	(16,119)	43,881
A.1440.011	ENGINEER.PERMANENT STAFF	539,714.00	6,252	545,966
A.1440.442	ENGINEER.POSTAGE	0.00	10	10
A.1440.471	ENGINEER.TELEPHONE	935.00	2,025	2,960
A.1440.013	ENGINEER.SEASONAL & PART TIME	10,000.00	(8,287)	1,713
A.1620.011	BUILDING MAINTENANCE.PERMANENT STAFF	385,877.00	10,499	396,376
A.1620.446	BUILDING MAINTENANCE.MTCE AND HOUSEKEEPING SUPPLIES	18,500.00	6,010	24,510
A.1620.455	BUILDING MAINTENANCE.UTILITIES	10,000.00	20,416	30,416
A.1620.465	BUILDING MAINTENANCE.UNIFORMS	1,500.00	963	2,463
A.1620.471	BUILDING MAINTENANCE.TELEPHONE	0.00	588	588
A.1620.013	BUILDING MAINTENANCE.SEASONAL & PART TIME	20,000.00	(20,000)	-
A.1620.020	BUILDING MAINTENANCE.DOUBLE TIME	20,000.00	(12,545)	7,455
A.1620.443	BUILDING MAINTENANCE.MAINTENANCE AGREEMENTS	70,000.00	(5,931)	64,069
A.1682.011	CENTRAL DATA.PERMANENT STAFF	189,618.00	20,172	209,790
A.1682.012	CENTRAL DATA.TIME & ONE HALF	9,500.00	807	10,307
A.1682.013	CENTRAL DATA.SEASONAL & PART TIME	7,500.00	57,663	65,163
A.1682.015	CENTRAL DATA.APPOINTED OFFICIALS	135,000.00	(135,000)	-
A.1682.440.01	CENTRAL DATA.OFFICE SUPPLIES & PRINT	0.00	1,473	1,473
A.1682.440.13	CENTRAL DATA.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	5,475.00	8,076	13,551
A.1682.441	CENTRAL DATA.SCHOOLS & CONFERENCES	7,500.00	(2,797)	4,703
A.1682.457	CENTRAL DATA.CONTRACTS W/OUTSIDE VENDORS	482,477.00	134,058	616,535
A.1682.471	CENTRAL DATA.TELEPHONE	0.00	4,319	4,319
A.1682.480	CENTRAL DATA.TRAVEL EXPENSES	3,000.00	(3,000)	-
A.1930.487	JUDGMENTS & CLAIMS.REFUNDS OF REAL PROPERTY	75,000.00	491,843	566,843

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
A.1355.485	ASSESSOR.CERTIORARI EXPENSE	133,382.00	(102,382)	31,000
A.1622.200	SHARED SERVICES.CAPITAL OUTLAY	11,720.00	15,351	27,071
A.1622.473	SHARED SERVICES.WATER	4,000.00	1,750	5,750
A.1622.455	SHARED SERVICES.UTILITIES	60,000.00	(17,101)	42,899
A.3310.455	TRAFFIC CONTROL.UTILITIES	34,000.00	13,621	47,621
A.3645.471	OFFICE OF EMERGENCY MANAGEMENT.TELEPHONE	0.00	480	480
A.3645.457	OFFICE OF EMERGENCY MANAGEMENT.CONTRACTS W/OUTSIDE VEI	8,000.00	(480)	7,520
A.5010.440.01	SUPT. OF HIGHWAYS.OFFICE SUPPLIES & PRINT	2,000.00	(183)	1,817
A.5010.440.13	SUPT. OF HIGHWAYS.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIE	3,500.00	(2,580)	920
A.5132.440	GARAGE.OFFICE SUPPLIES & PRINT	600.00	(286)	314
A.5132.443	GARAGE.MAINTENANCE AGREEMENTS	4,000.00	3,186	7,186
A.5132.453	GARAGE.PAINTING AND BUILDING REPAIRS	10,000.00	(2,376)	7,624
A.5132.455	GARAGE.UTILITIES	53,000.00	3,071	56,071
A.5132.457	GARAGE.CONTRACTS W/OUTSIDE VENDORS	19,000.00	5,611	24,611
A.5132.471	GARAGE.TELEPHONE	2,700.00	(395)	2,305
A.5132.473	GARAGE.WATER	15,000.00	4,366	19,366
A.5010.012	SUPT. OF HIGHWAYS.TIME & ONE HALF	0.00	423	423
A.5010.013	SUPT. OF HIGHWAYS.SEASONAL & PART TIME	0.00	6,218	6,218
A.5010.015	SUPT. OF HIGHWAYS.APPOINTED OFFICIALS	4,300.00	485	4,785
A.5010.442	SUPT. OF HIGHWAYS.POSTAGE	1,000.00	1,642	2,642
A.5010.445	SUPT. OF HIGHWAYS.BOOKS AND PUBLICATIONS	200.00	50	250
A.5010.457	SUPT. OF HIGHWAYS.CONTRACTS W/OUTSIDE VENDORS	20,000.00	3,604	23,604
A.5010.471	SUPT. OF HIGHWAYS.TELEPHONE	2,800.00	1,772	4,572
A.5010.011	SUPT. OF HIGHWAYS.PERMANENT STAFF	243,385.00	(24,608)	218,777
A.6772.457	PROGRAMS FOR THE AGING.CONTRACTS W/OUTSIDE VENDORS	191,000.00	802	191,802
A.6510.457	VETERANS SERVICES.CONTRACTS W/OUTSIDE VENDORS	13,000.00	(802)	12,198
A.7020.440.01	PARKS & REC ADMIN.OFFICE SUPPLIES & PRINT	750.00	5	755
A.7020.443	PARKS & REC ADMIN.MAINTENANCE AGREEMENTS	500.00	55	555
A.7020.471	PARKS & REC ADMIN.TELEPHONE	1,400.00	620	2,020
A.7020.444	PARKS & REC ADMIN.RENTAL OF EQUIPMENT	3,000.00	(680)	2,320

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
A.7110.011	PARKS.PERMANENT STAFF	804,548.00	11,721	816,269
A.7110.012	PARKS.TIME & ONE HALF	27,000.00	(5,061)	21,939
A.7110.013	PARKS.SEASONAL & PART TIME	40,000.00	1,908	41,908
A.7110.020	PARKS.DOUBLE TIME	17,000.00	(4,750)	12,250
A.7110.200	PARKS.CAPITAL OUTLAY	0.00	203,750	203,750
A.7110.300	PARKS.CAPITAL FACILITIES	60,000.00	(19,800)	40,200
A.7110.440.01	PARKS.OFFICE SUPPLIES & PRINT	0.00	19	19
A.7110.441	PARKS.SCHOOLS & CONFERENCES	200.00	(200)	-
A.7110.442	PARKS.POSTAGE	0.00	16	16
A.7110.446	PARKS.MTCE AND HOUSEKEEPING SUPPLIES	5,000.00	(2,196)	2,804
A.7110.447	PARKS.VEHICLE OPERATION AND REPAIR	40,000.00	1,384	41,384
A.7110.449	PARKS.CHEMICALS	10,000.00	(6,073)	3,927
A.7110.453	PARKS.PAINTING AND BUILDING REPAIRS	10,000.00	27	10,027
A.7110.455	PARKS.UTILITIES	73,000.00	(671)	72,329
A.7110.457	PARKS.CONTRACTS W/OUTSIDE VENDORS	80,000.00	(672)	79,328
A.7110.460	PARKS.LANDSCAPING	42,000.00	(14,547)	27,453
A.7110.462	PARKS.GASOLINE AND DIESEL FUEL	10,000.00	(6,347)	3,653
A.7110.465	PARKS.UNIFORMS	7,000.00	(377)	6,623
A.7110.471	PARKS.TELEPHONE	500.00	2,081	2,581
A.7110.473	PARKS.WATER	3,500.00	37,608	41,108
A.7550.012	CELEBRATIONS.TIME & ONE HALF	5,000.00	14,271	19,271
A.7550.020	CELEBRATIONS.DOUBLE TIME	75,000.00	(12,283)	62,717
A.7550.457	CELEBRATIONS.CONTRACTS W/OUTSIDE VENDORS	19,000.00	4,787	23,787
A.7180.443	SPECIAL RECREATIONAL FACILITIES.MAINTENANCE AGREEMENTS	5,000.00	(5,000)	-
A.7180.455	SPECIAL RECREATIONAL FACILITIES.UTILITIES	65,000.00	50,683	115,683
A.7180.457	SPECIAL RECREATIONAL FACILITIES.CONTRACTS W/OUTSIDE VENDC	5,000.00	1,848	6,848
A.7180.473	SPECIAL RECREATIONAL FACILITIES.WATER	18,000.00	8,321	26,321
A.7310.455	YOUTH RECREATION.UTILITIES	1,900.00	230	2,130
A.7310.471	YOUTH RECREATION.TELEPHONE	3,000.00	410	3,410
A.7310.013	YOUTH RECREATION.SEASONAL & PART TIME	375,000.00	(640)	374,360

		2024 Original Budget (or as previously adjusted)	03/25/25 RTBM 2024 Final Budget Adjustment	2024 Final Budget
A.7520.013	TOWN MUSEUM.SEASONAL & PART TIME	16,000.00	(701)	15,299
A.7520.015	TOWN MUSEUM.APPOINTED OFFICIALS	81,207.00	2,286	83,493
A.7520.440.01	TOWN MUSEUM.OFFICE SUPPLIES & PRINT	2,500.00	(1,461)	1,039
A.7520.440.13	TOWN MUSEUM.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	1,500.00	(1,355)	145
A.7520.441	TOWN MUSEUM.SCHOOLS & CONFERENCES	0.00	55	55
A.7520.442	TOWN MUSEUM.POSTAGE	100.00	(52)	48
A.7520.443	TOWN MUSEUM.MAINTENANCE AGREEMENTS	3,200.00	242	3,442
A.7520.445	TOWN MUSEUM.BOOKS AND PUBLICATIONS	175.00	(164)	11
A.7520.446	TOWN MUSEUM.MTCE AND HOUSEKEEPING SUPPLIES	1,100.00	2,127	3,227
A.7520.455	TOWN MUSEUM.UTILITIES	9,000.00	4	9,004
A.7520.457	TOWN MUSEUM.CONTRACTS W/OUTSIDE VENDORS	15,000.00	(2,460)	12,540
A.7520.471	TOWN MUSEUM.TELEPHONE	1,400.00	1,479	2,879
A.7620.013	ADULT RECREATION.SEASONAL & PART TIME	20,000.00	10,677	30,677
A.7620.457	ADULT RECREATION.CONTRACTS W/OUTSIDE VENDORS	45,000.00	(3,125)	41,875
A.9060.800	HOSPITALIZATION.FRINGER BENEFITS	2,459,737.00	24,667	2,484,404
A.9950.900	INTERFUND TRANSFERS.TRANSFERS	0.00	128,045	128,045
A.9061.800	DENTAL INSURANCE.FRINGER BENEFITS	166,482.00	(24,667)	141,815
A.1450.457	ELECTIONS.CONTRACTS W/OUTSIDE VENDORS	190,000.00	(190,000)	-
A.2401	INTEREST EARNINGS	490,000	819	490,819
A.2610	FINES AND FOREFEITURES	440,000	258,338	698,338
A.3005	MORTGAGE TAX	2,000,000	364,676	2,364,676
A.4089	FEDERAL AID	268,500	100,000	368,500

RECEIVED

MAR - 6 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED
MAR 13 2025
Orangetown Police Department

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

PERMIT # 25-SP-006

EVENT NAME: Rockland GAA Memorial 5K Run

APPLICANT NAME: Rockland GAA

ADDRESS: 160 Old Orangeburg Rd.

PHONE #: _____ CELL # 914-715-1260 FAX # _____

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on 3/29/25 from 9AM to 12PM RAIN DATE: N/A

Location of event: GAA Field / 3rd Ave

Sponsored by: Rockland GAA Telephone #: 914-715-1260

Address: 160 Orangeburg Rd.

Estimated # of persons participating in event: 500 vehicles 0

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

Marie Delaney 192 Hobart St. 914-715-1260

Signature of Applicant: *Marie Delaney* Date: 3/3/25

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Hold Harmless Agreement: 3/6/25 3/6/25

Letter of Request to Town Board requesting aid for event - Received On: 3/6/25

Certificate of Insurance - Received On: 3/6/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: ^{use} N - Received On: 3/6/25

Rockland County Highway Dept. Permit: N - Received On: 3/6/25

NYS DOT Permit: N - Received On: X

Route/Map/Parking Plan: N - Received On: 3/6/25

RFS #: 62825 BARRICADES: N CONES: N TRASH BARRELS: N OTHER: Recycling Bins

APPROVED: *Jenna Dean* DATE: 3-12-25
Superintendent of Highways MD 3/6/25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: N Other: ~

APPROVED: *C. T. B.* DATE: 3/12/25
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: N: *Box Police* Items: _____

APPROVED: *D. J. M.* DATE: 3/13/25
Chief of Police

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

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

RECEIVED

MAR 19 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

MAR - 6 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

March 2, 2025
Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, NY 10962

To the Town Board,

The Rockland GAA is requesting the use of the below items from the Highway Department for the Memorial 5K Fun on March 29, 2025.

We would like to request traffic assistance from the Auxiliary Police Dept.

We would like to request 300 cones and 20 recycle bins.

The Rockland GAA will submit the appropriate permits to the Highway Department in addition to this request.

Thank you,

Marie Delaney

Rockland GAA

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Rockland GAA, with an address of 160 Old Orangeburg Rd. in consideration and as a condition of a _____ permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

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

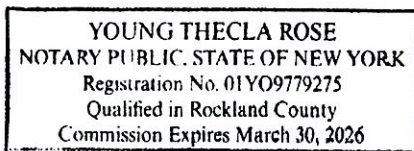
all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: Rockland GAA Mem. SKRun

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: Mark Delaney

Sworn to before me this 6th day
of March, 2025
Thecla Rose Young
Notary Public



JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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

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



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

RECEIVED

MAR - 6 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME Marie Delaney DATE 3/3/25
COMPANY Rockland GAA
ADDRESS 160 Old Orangeburg Rd.
TELEPHONE 914-715-1260
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

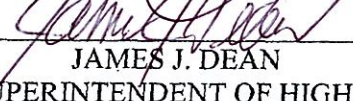
ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

Old Orangeburg Rd Orangeburg
(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR USE Rockland GAA Mem. 5K run
DATE OF USE 3/29/25 RAIN DATE N/A
TIME ROAD WILL BE USED 9am - 12pm
WILL ROAD BE OPEN TO LOCAL TRAFFIC? yes
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

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

PRELIMINARY APPROVAL  DATE 3.7.25
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS MD 3/6/25

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS

RECEIVED



MAR - 6 2025

ROCKLAND COUNTY HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
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: Rockland GAA Men. 5K Run

Date (s): 3/29/25 Time (s): 9:00 AM No. of Participants: 500

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other 5K Run

Location (Specify Highways by Street Name and/or Route Number)	Municipality (Towns, Villages)
<u>Convent Rd</u>	<u>Orangetown</u>
<u>Swannekin Rd -</u>	
<u>3rd Ave</u>	

Applicant Information:

Rockland GAA
Applicant (individual, organization, group)

Marie Delaney
Authorized Representative (if different from Applicant)

160 Old Orangetown Rd.
Mailing Address

Telephone Number (including area code)

Orangetown, N.Y. 10962
City, State, Zip Code

914-715-1260
Cell Phone Number (including area code)

me.delaney160@gmail.com
Email Address

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) *RT. 44*

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

*Off Auxiliary has been contacted.
Town of off supplying cones*

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

Route attached

ACCEPTED

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

*Facebook and e-mail notifications/
invites have been sent*

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

*We are coordinating with
Off Auxiliary and So. Off Ambulance*

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

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

*None are needed on this
leg of the route.*

- 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 _____

Total Amount \$ None

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.

Maur DeLaney
Applicant's Representative's Signature

3/3/25
Date

Application Received By:
[Signature]
RCHD Representative's Signature

3/03/2025
Date

Application Approved By:
[Signature]
RCHD Superintendent of Highways

3/4/25
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.



TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT # 25-SP-084



EVENT NAME: Gran Fondo New York / GFNY World Championship / Gran Premio NYC 2025

APPLICANT NAME: Lidia Fluhme

ADDRESS: 5114 Kennedy Blvd West #16 West New York, NJ 07093

PHONE #: 917-656-2005 CELL # 917-656-2005 FAX # _____

CHECK ONE: PARADE _____ RACE JUMP WALK _____ OTHER _____
Cycling marathon

The above event will be held on 5/18/25 from 8am to 3pm RAIN DATE: No

Location of event: Northbound: 9W, Rockland Rd, Ferdon Ave, Piermont Ave, Main St, Gedney St, 4th Ave
Southbound: Western Hwy, Rail Trail, Kings Hwy, 340, Highland Ave, 9W

Sponsored by: Gran Fondo New York Telephone #: 917-656-2005

Address: 5114 Kennedy Blvd West #16 West New York, NJ 07093

Estimated # of persons participating in event: 6000 vehicles 50

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

Lidia Fluhme 5114 Kennedy Blvd West #16 West New York, NJ 07093 917-656-2005
Uli Fluhme 5114 Kennedy Blvd West #16 West New York, NJ 07093 646-468-1578

Signature of Applicant: [Signature] Date: 2/20/2025

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Hold Harmless Agreement - Received On: 2/26/25
Letter of Request to Town Board requesting aid for event - Received On: 2/26/25

Certificate of Insurance - Received On: 3/5/25

FOR HIGHWAY DEPARTMENT USE ONLY:

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

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

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

Route/Map/Parking Plan: N - Received On: 2/26/25

RFS #: 62798 BARRICADES Y / N CONES Y / N TRASH BARRELS Y / N OTHER: Detour Signs

APPROVED: [Signature] DATE: 2.27.25
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Showmobile: Y / N - Application Required: _____ Fee Paid - Amount/Check # \$100⁰⁰ per hr.

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

APPROVED: [Signature] DATE: 3/5/25
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature] DATE: 3/6/25
Chief of Police

** (Please return to the Highway AND/OR Parks Department to be placed on the Town Board Agenda) **

Workshop Agenda Date: 3/25/25 Approved On: _____ TBR #: _____

RECEIVED

FEB 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

MAR - 7 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Gran Fondo New York
5114 Kennedy Blvd West #16
West New York, NJ 07093
917-656-2005
lidia@gfny.com
nyc.gfny.com

February 20, 2025

Town Supervisor Teresa Kenny
Town Clerk Rosanna Sfraga
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Police Chief Donald Butterworth
Sergeant Pete Maher
Orangetown Police Department
26 West Orangeburg Road
Orangeburg, NY 10962

Superintendent of Highways James Dean
Katie Fairclough
Highways Department
Town of Orangetown
119 Route 303
Orangeburg, NY 10962

Superintendent of Parks and Recreation Aric Gorton
81 Hunt Road
Orangeburg, NY 10962

Dear Supervisor Kenny, Rosanna, Chief Butterworth, Sgt Maher, Superintendent Dean, Katie, Aric,

GFNY and its riders thank you for Orangetown's support of the race over the past fifteen years. Without the close collaboration with Orangetown and Orangetown Police and all the local agencies, the event would not be possible. Year after year, GFNY is praised as the best cycling event in the world, and a key element of this world-class athlete safety and experience is the dedication and professionalism of every person who works and contributes to the event.

At GFNY 2024, GFNY held a groundbreaking event format in cycling: professionals and amateurs racing on the same course at the same time. On May 18th, 2025, GFNY will repeat this groundbreaking event format: a professional cycling race of the highest level will be held in New York and New Jersey. 180 top-level professional cyclists from 25 teams who come from all over the world will race the Gran Premio NYC; from countries as France, Switzerland, Canada, Germany, Mexico, New Zealand, UAE, Colombia, Panama, and other nations, and ten US teams. This is in addition to the 3000 cyclists from 93 countries who take on GFNY each year, making GFNY the most international race in the world. There will be the biggest media attention on the combined GP and GFNY that we've ever had, a very special day for American cycling. Due to budget constraints, we are unfortunately not able to offer a women's professional race in 2025, we hope to be able to secure sponsors to be able to add this for GFNY 2026.

The GFNY NYC race continues to be the World Championship race for the international series that bears the name GFNY. With over 30 races in 15 countries, GFNY will serve 50,000 athletes from 120 nations in 2025.

Same as in the past eleven editions, GFNY will pay the related police overtime fees to cover the expenses of the event. We also make donations to all the local Volunteer Ambulance Corps who assist with the event.

As part of the organizational and permit process, we are working with all agencies and jurisdictions along the GFNY course, which include: PANYNJ, NJ DOT, NYS DOT, Palisades Interstate Park Commission, Rockland County, Fort Lee, Englewood Cliffs, Edgewater, Alpine, every town in Rockland County: Orangetown, Clarkstown, Haverstraw, Ramapo and Stony Point and many Rockland County Villages.

We will provide the Town of Orangetown with a Certificate of Insurance in March 2025.

RECEIVED

FEB 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Orangetown Police at GFNY

GFNY requests assistance from Orangetown Police to control traffic to enable the cyclists to ride on a traffic-moderated course for May 18, 2025. We plan a similar route to GFNY 2024. We will be coordinating the route and logistics details with Sgt Maher.

Route Marking

GFNY crew will begin marking the race route starting Monday, May 5, 2025. Signs will include temporary road marking for turns, signs at eye level that mark turns or caution, mile markers (every 20 miles), aid station signs, water-based paint road markings and some sponsored fence signs where permitted. As in the past years, all signs will be posted in areas that do not affect visibility of the roads/intersections/traffic. All signs will be removed by Monday, May 19, 2025.

Background About the Event

- **MEDIA:** Cyclists from all over the world attend the event and it receives global media coverage from 33 cycling magazines in 17 languages. National tv, newspaper and magazine media have covered the event.
- **COURSE:** The event starts on the George Washington Bridge, travels north through Rockland County and finishes in Fort Lee, NJ. The event showcases the George Washington Bridge, charming towns in Rockland and Bergen Counties and beautiful nature.
- **HEALTH BENEFITS:** GFNY promotes and reinforces healthy lifestyles for the participants, spectators, fans and locals. Holding participatory events such as this encourages people to set goals and develop healthy habits, get in shape and become healthier, and experience the great outdoors.
- **CHARITY:** GFNY makes donations to non-profits based in NY/NJ who provide volunteers at GFNY aid stations, pre-race registration or the finish village. Some GFNY riders choose to raise funds for their chosen causes as part of their participation in GFNY.
- **ECONOMIC IMPACT:** GFNY holds free weekly group rides for registered participants to prepare for the event utilizing the GFNY route and supporting local bakeries, coffee shops, bike shops and other local businesses. For race day, we source local products and services from area businesses.
- **TOURISM:** Dozens of tour operators bring hundreds of riders and families to the NY/NJ region. Thousands of other GFNY riders and families book their travel individually and boost sales at local businesses like hotels, restaurants, car rental, transport companies and stores.

Conclusion

Please let me know if we can answer additional questions pertaining to the event. I can be reached at 917-656-2005 or at lidia@gfny.com. The event's website is nyc.gfny.com.

Warm regards,



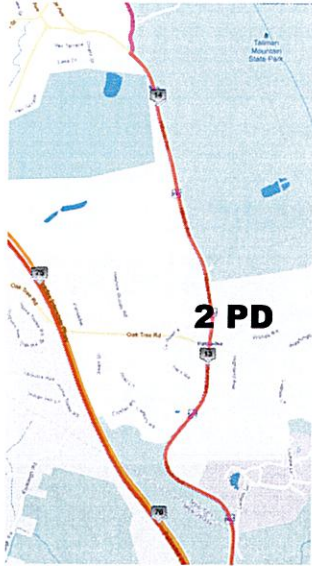
Lidia Fluhme
Founder and Race Organizer
Gran Fondo New York

Proposed Route

NORTHBOUND

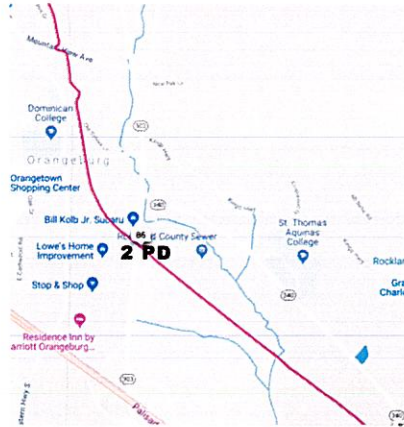
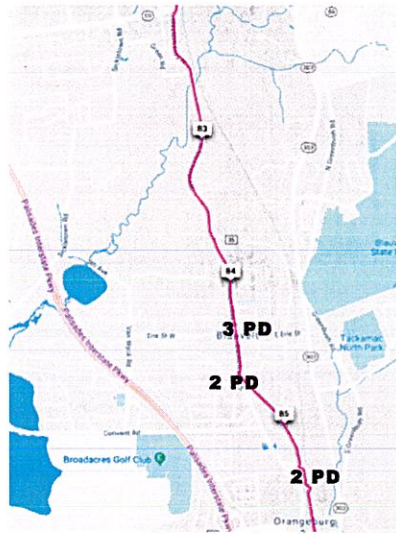
Route	Mile (approx.)	First cyclist	Last cyclist	Existing control	PD/Volunteer	Contact
Continuing on 9W	14	7:35	8:50			
Straight past Oak Tree Road	14	7:35	8:50	Light	2 PD at Oak Tree Rd	Sgt Maher 845-359-3700

EMS ORAN	Pete Roimisher Deputy Chief	70 Independence Avenue Tappan, NY 10983	T: 845-359-3030 deputychief@soacems.org	C: 914-318-4933
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SOUTHBOUND

Route	Mile (approx)	First cyclist	Last cyclist	Existing control	PD/ Volunteer	Contact
Straight across Erie St	84	9:30	1:15	Light	3 PD	Sgt Maher 845-359-3700
Enter bike path on Blauvelt Rd	84	9:30	1:15	Light	2 PD	
Crossing of Mountainview Road	85	9:35	1:20	Light	2 PD	
Continue on rail trail, crossing of Greenbush Rd	86	9:40	1:20	ROW	2 PD	
Crossing of Greenbush Rd	86	9:40	1:20	ROW	2 PD	

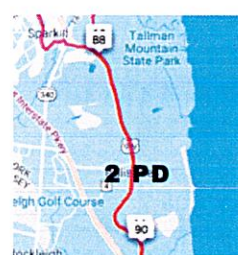
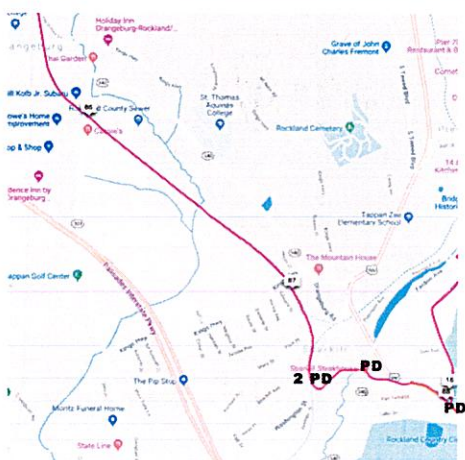


Presence on the Orangetown Parks Rail Trail:

1 timing mat, at the base of the overpass bridge, 4 “broom wagons” 15-person vans, 5 rolling mechanical support cars, 1 rolling mechanical van, 10 marshal & medical motorbikes, 2 Rockland Sheriff cars, Front of Race car, End of Race car.



Route	Mile (approx)	First cyclist	Last cyclist	Existing control	PD/ Volunteer	Contact
Continue on Rail Trail	87	9:40	1:20	Crossing lane	2 PD	Sgt Maher 845-359-3700
Cross Main St / Washington St Join William Street	87	9:40	1:20	Stop	2 PD	
Turn right onto Highland Ave	87	9:40	1:20	Stop	PD	
Right onto 9W	87	9:40	1:20	ROW	PD	
Straight past Oak Tree Road	89	9:45	1:25	Light	2 PD	



DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

1 Columbus PLACE N 27B

Lidia Fluhme

New York NY

, with an address of _____, 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]: Gran Fondo

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: _____

[Handwritten Signature]

Sworn to before me this 21 day of February, 2025

Joanne Castaldo
Notary Public

JOANNE CASTALDO
Notary Public, State of New York
No. 01CA6250934
Qualified in Rockland County
Commission Expires Nov. 7, 2027

DESCRIPTIONS (Continued from Page 1)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense. Please see attached endorsement CG 20 26 (12/2019).

Event Number: 2025-10066

Event Name: GFNY World Championship NYC 2025

Event Location: Fort Lee, NJ

Event Date(s): 05/18/2025

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

PERMIT # 25-SP-005



TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

FEB 26 2025

RECEIVED

MAR - 7 2025

EVENT NAME: AMERICAN LEGION Post 329 - MEMORIAL DAY PARADE 2025

APPLICANT NAME: AMERICAN LEGION Post 329 - JOSEPH D'ARICCHIO

ADDRESS: 30 RAILROAD AVENUE PEARL RIVER NY 10965

PHONE #: 845-721-2721 CELL # 845-721-2721 FAX # N/A

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

The above event will be held on MAY 26, 2025 from 9:45AM to 11:45AM RAIN DATE: N/A

Location of event: 5 MAIN ST BETWEEN FRANKLIN + CENTRAL AND BRAUNDRIE PARK

Sponsored by: AMERICAN LEGION Post 329 Telephone #: 845-721-2721

Address: 30 RAILROAD AVE PEARL RIVER, NY 10965

Estimated # of persons participating in event: 500 vehicles 10-20

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

PEARL RIVER AMERICAN LEGION Post 329 - 845-721-2721

Signature of Applicant: Joseph D'Arichio Date: 25 FEB 25

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 2/26/25

Certificate of Insurance - Received On: 2/26/25

Hold Harmless Agreement - Received On: 2/26/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: 0 N - Received On: 2/26/25

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

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

Route/Map/Parking Plan: Y / N - Received On: 2/26/25

RFS #: 62799 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: X

APPROVED: [Signature] DATE: 2-26-25
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

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

APPROVED: [Signature] DATE: 3/5/25
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: _____ Items: _____

APPROVED: [Signature] DATE: 3/6/25
Chief of Police

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

Workshop Agenda Date: 3/25/25 Approved On: _____ TBR #: _____

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

AMERICAN LEGION POST 329, with an address of 30 HILLMAN AVE, PEARL RIVER, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

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

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: PEARL RIVER MEMORIAL DAY PARADE - 2025.

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: AMERICAN LEGION POST 329)

By: JOSEPH P. ORICCIATO
JOSEPH P. ORICCIATO

Sworn to before me this 26 day
of February, 2025

Christopher J. Pizzo
Notary Public

CHRISTOPHER J. PIZZO
Notary Public, State of New York
No. 01PI6076328
Qualified in Nassau County
Commission Expires June 24, 2026



RECEIVED

FEB 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

John H. Secor Post 329
Pearl River, NY

Joseph C. Orecchio

30 Railroad Ave
Pearl River, NY 10965
845-709-4104

24 FEB 2025

Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Subject: Request for Barricade Support - Pearl River American Legion Memorial Day Parade - Monday May 26, 2025

To Whom it May Concern;

In support of the 2025 Pearl River Memorial Day Parade on Monday 26 MAY 2025 a request is made for barricades to support the control of traffic during the assembly and execution of the parade. Members and organizations participating in the parade will assemble on Monday May 26th at 9:45am with the Parade beginning at 10:15am. The parade should be complete no later than 11:45am. Information on the parade route has been provided in previous request packet to the Chief of Police and the Highway Department.

Additionally request that barricades be provided from 9:45 AM to 2:00 PM at the intersections of Washington Avenue and Railroad Avenue as well as Railroad Avenue and West Central Avenue. This will support and limit traffic during the Pearl River community gathering at the Post.

Thank you for your prompt attention to this request.

Respectfully Yours;

Joseph C. Orecchio
Post Commander
Parade Committee Co-Chairman
845-721-2721
MP812@hotmail.com



Joseph C. Orecchio

John H. Secor Post 329
Pearl River, NY

30 Railroad Ave
Pearl River, NY 10965
845-709-4104

RECEIVED

24 FEB 2025

FEB 26 2025

Ms. Katie Fairclough
Department of Highways
26 Orangeburg Road
Orangeburg, New York 10962

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Re: Pearl River American Legion Memorial Day Parade – Monday May 26, 2025

Dear Ms. Faircloth:

Enclosed please find the application of the Pearl River American Legion Post 329 to conduct its Annual Memorial Day Parade on May 26, 2025.

Also attached to the application is the certificate of insurance for \$1,000,000 naming the American Legion as the insured and the Town of Orangetown as an additional insured.

Request that you process this request through the Highway Dept- Town and County as well as appropriate agencies (Police, Town Counsel, others) for full approval. Upon completion further request that you provide me a copy of all approved documentation.

Thank you so much for your support! Thanks for supporting Veterans and their Families and Friends!

Respectfully Yours:

Joseph C. Orecchio
Post Commander
Parade Committee Co-Chairman
845-721-2721
MP812@hotmail.com



Joseph C. Orecchio

30 Railroad Ave
Pearl River, NY 10965
845-709-4104

John H. Secor Post 329
Pearl River, NY

RECEIVED

25 February 2025

Chief Donald Butterworth
Orangetown Police Department
26 Orangeburg Road
Orangeburg, New York 10962

FEB 26 2025
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Re: Pearl River American Legion Memorial Day Parade – Monday May 26, 2025

Chief Butterworth:

Our annual Pearl River American Legion Post 329 Memorial Day Parade application is in the approval process.

We respectfully request the assistance of your agency to open the park booth/substation and the flag pole by 8:30am on the day of the Parade (Monday May 26, 2025). Further request that the parking meters by the park are bagged by 9:00am on Parade Day.

We recognize the many events that are planned on this day in the Town and very much appreciate the continued support that you have shown us. Please note that we are starting the parade at 10:15am with a 9:45am assembly time.

Thank you for your assistance with this request.

Respectfully,

Joseph C. Orecchio
Post Commander
Parade Committee Chairman
845-721-2721
MP812@hotmail.com



Joseph C. Orecchio

30 Railroad Ave
Pearl River, NY 10965
845-653-6974

John H. Secor Post 329
Pearl River, NY

25 February 2025

RECEIVED

Chief Donald Butterworth
Orangetown Police Department
26 Orangeburg Road
Orangeburg, New York 10962

FEB 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Special Request for Police Color Guard

Chief Butterworth:

Our annual Pearl River American Legion Post 329 Memorial Day Parade is scheduled for Monday May 26th, 2025. We respectfully request your approval to provide a Color Guard for the Parade. We would be honored to once again have your members take part in this event.

If this is possible, please note that we are starting the parade at 10:15am with a 9:45am assembly time.

Thank you for all of your support.

Respectfully,

Joseph C. Orecchio
Post Commander
845-721-2721
MP812@hotmail.com



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TM

DATE (MM/DD/YYYY)

02/20/2025

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

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

PRODUCER Raymond Sheridan Financial Inc 19 E. Washington Ave. Pearl River, NY 10965 Raymond Sheridan		RECEIVED		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AMERI-1		FAX (A/C, No):	
INSURED American Legion Post 329 30 Railroad Ave Pearl River, NY 10965		FEB 26 2025		INSURER(S) AFFORDING COVERAGE INSURER A : Associated Mutual INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #	
TOWN OF ORANGETOWN HIGHWAY DEPARTMENT							

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			80034283	12/02/2024	12/02/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

MEMORIAL DAY PARADE
 CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

County of Rockland
 11 New Hempstead Road
 New City, NY 10956

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



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

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

RECEIVED

FEB 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME PEARL RIVER AMERICAN LEGION JOSEPH D'ALESSIO DATE 25 FEB 25

COMPANY PEARL RIVER AMERICAN LEGION POST 329

ADDRESS 30 RAILROAD AVE PEARL RIVER, NY 10965

TELEPHONE 845-721-2721

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

S. MAIN STREET BETWEEN CENTRAL AND FRANKLIN AND AROUND BRAUNSDORF PARK.
(Address number and name of road) PLEASE BAG METERS BY 0830 HOURS

ALSO STREETS IN FRONT OF AMERICAN LEGION POST. WASHINGTON TO RAILROAD AND W. CENTRAL AVE
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING MEMORIAL DAY PARADE / COMMUNITY EVENT

DATE OF CLOSING MON MAY 26th, 2025 RAIN DATE N/A

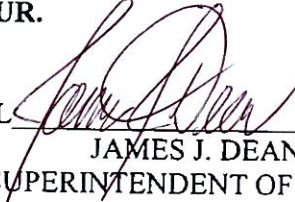
TIME ROAD WILL BE CLOSED 9:45AM TO 11:45AM. RAILROAD AVE 9:45AM TO 2PM.

WILL ROAD BE OPEN TO LOCAL TRAFFIC? No

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes.

*BARRICADES
NEEDED IN
FRONT OF POST.

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

PRELIMINARY APPROVAL  DATE 2-26-25
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS - CLEAN STREAMS



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 Memorial Day Parade- American Legion Post 329 Sponser

Date (s): MAY 20, 2025 Time (s): 0945- 1130 No. of Participants: 500+

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other

Table with 2 columns: Location (Specify Highways by Street Name and/or Route Number) and Municipality (Towns, Villages). Row 1: Route of Parade: South on North Middletown Rd, West to Central Ave, South on Main St to Braunsdorf Park where Memorial Service will take held: MAY 20, 2025. Municipality: Pearl River, NY Orangetown. Row 2: Also if applicable to County request to close Railroad Ave in front of American Legion Post to support town members to walk and be at Post for food and to meet Veterans. (Railroad Ave between Central and Washington until 2PM). Municipality: Pearl River, NY Orangetown.

Applicant Information:

American Legion Post 329 ATTN: JOSEPH VARECCANO

Applicant (individual, organization, group) American Legion Post 329 30 Railroad Ave

Mailing Address Pearl River, NY 10965

City, State, Zip Code

MPB12@HOTMAIL.COM Email Address

Authorized Representative (if different from Applicant)

Telephone Number (including area code)

845-721-2721

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
CONES, BARRICADES, POLICE AT START POINT AND KEY INTERSECTIONS
TO CONTROL TRAFFIC.

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

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



- Coordination (describe coordination with local police/municipalities/emergency services/other entities)
REQUEST SUBMITTED TO ORANGETOWN HWY DEPT THAT FORWARDS TO
ORANGETOWN POLICE

- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)
EMERGENCY TRAFFIC WILL HAVE ACCESS.

- Spectator Control (indicate any special measures are being taken to control spectators)
N/A.

- Event Support Vehicles (describe any vehicles used in the event)
PARTICIPATING FIRE DEPT VEHICLES, HISTORIC MILITARY VEHICLES

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 \$ N/A 0

Non profit

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.)

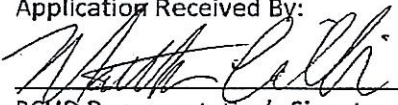
Acknowledgement: On behalf of the Applicant, I hereby request a road use/close permit, and do acknowledge and agree to the responsibilities of applicant and obligations set forth in this permit and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto.



Applicant's Representative's Signature

2/25/25.

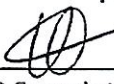
Date

Application Received By:


RCHD Representative's Signature

2/27/2025

Date

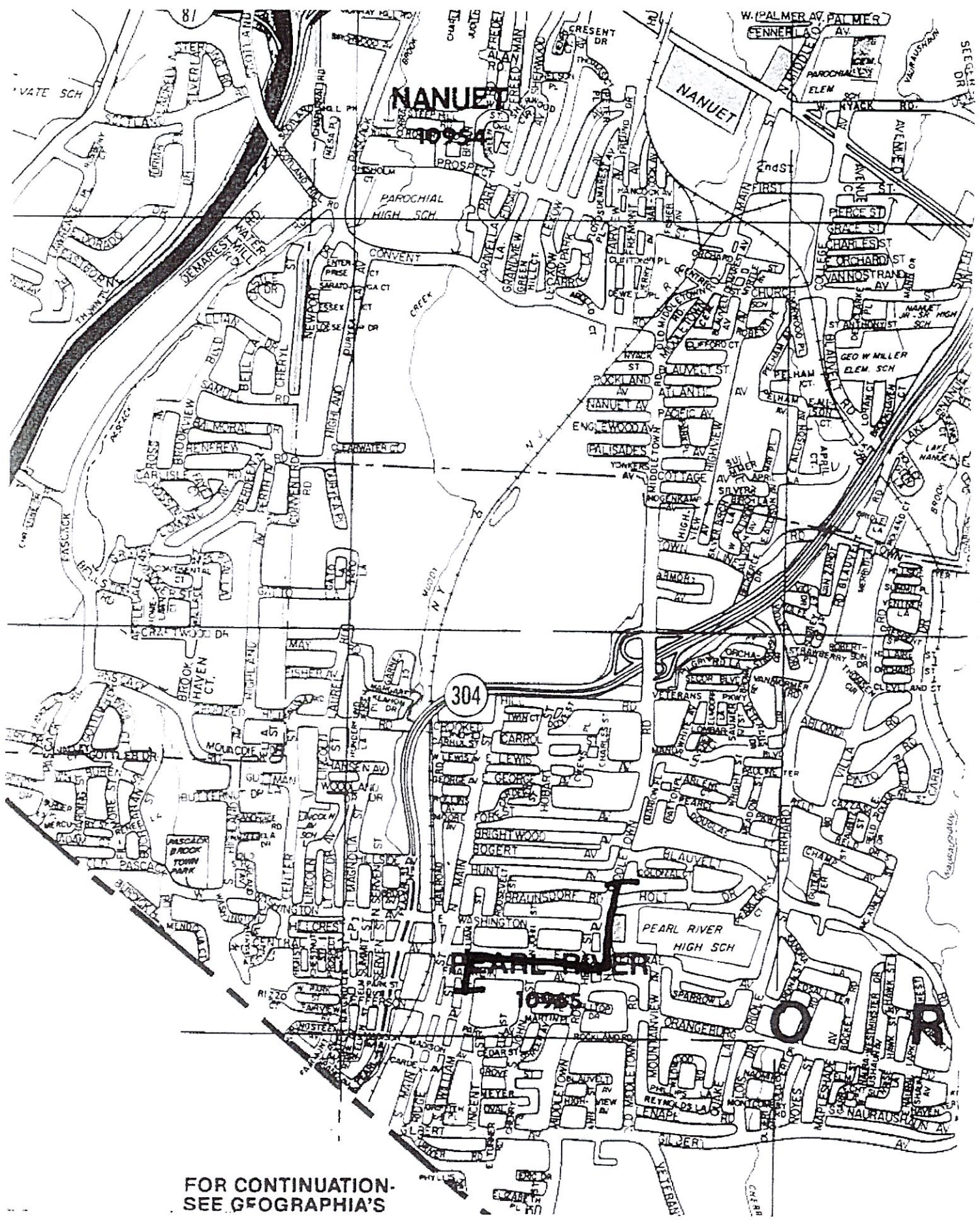
Application Approved By:


RCHD Superintendent of Highways

2/27/25

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.



FOR CONTINUATION-
SEE GEOGRAPHIA'S

WARRANT

Warrant Reference

Warrant #

Amount

Approved for payment in the amount of

030525	\$	264,657.94	Utilities
031225	\$	213,321.95	Utilities
032525	\$	1,731,590.75	Expenses

\$ 2,209,570.64

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: 3/20/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 3/25/2025 consists of 3 warrants for a total of \$2,209,570.64.

The first warrant had 16 vouchers for \$264,657 and was for utilities.

The second warrant had 47 vouchers for \$213,321 and was for utilities.

The third warrant had 157 vouchers for \$1,731,590 and had the following items of interest.

1. American Hose & Hydraulic (p3) - \$6,199 for Highway equipment repair.
2. Atlantic Salt (p4) - \$52,986 for Highway salt purchases.
3. BPAS Actuarial Services (p9) – \$8,975 for GASB 75 analysis.
4. Calgi Construction Co. (p9) - \$5,875 for per diem January/February expenses.
5. Capasso & Sons (p12) - \$102,960 for recycling.
6. CSEA Employee Benefit Fund (p14) - \$33,755 for CSEA dental benefits.
7. Dell Marketing (p16) - \$28,057 for IT equipment.
8. Dominican University (p16) - \$6,200 for gym rental for pickleball classes.
9. Dutra Excavating (p16) - \$9,350 for force main repair.
10. Gentile (p21) - \$10,836 for 207c payment.
11. Global Montello (p22) - \$19,137 for fuel.
12. Guardian (p24) - \$13,982 for Police dental benefits.
13. Heed Health (p24) - \$6,505 for 2025 camp medic services.
14. Keane & Beane (p31) - \$14,686 for outside legal counsel.

15. NYS Dept. of Civil Service (p37) - \$1,037,188 for healthcare benefits.
16. The Actuarial Advantage (p50) - \$7,200 for actuarial reports.
17. Trius, Inc. (p51) - \$196,887 for Highway Truck (bonded).
18. Virtuit Systems (p53) - \$8,750 for IT consulting services.
19. Verde Electric (p54) - \$5,600 for traffic signal maintenance.
20. Yaboo Fence (p55) - \$10,200 for fencing around pump stations.

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

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