TOWN OF ORANGETOWN SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS	
PERMIT # 21-SP-026 RECEIVED EVENT NAME: 2021 COLOR RUN Applicant NAME: PLATIRIVER MIDDLE School PTA Computer 2021	7
	/
ADDRESS: <u>620 MILBORT AVE, PEUR RIVER, NY 109705</u> Departmente PHONE #: <u>CELL #</u> <u>FAX #</u> .	
CHECK ONE: PARADE RACE/RUN/WALK OTHER	
The above event will be held on <u>9/18/21</u> from <u>8:300 to 12:00 P</u> RAIN DATE:	
Sponsored by: PRMS PTA Telephone #:	
Address: 520 MIDER AVE, PEARIRIVER, NY	
Estimated # of persons participating in event: 150 vehicles 0	
Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: Manc Hussey, 227 Manor Blud, Pearl Piver, NY 845-304-2402	
Signature of Applicant: Manie Hussey Date: 7/19/21	
GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE) Letter of Request to Town Board requesting aid for event - Received On: 7/19/2/ Certificate of Insurance - Received On: 7/19/2/	
FOR HIGHWAY DEPARTMENT USE ONLY: Road Closure Permit: Y / (N- Received On: X	
Rockland County Highway Dept. Permit: Y / Q- Received On: X	
NYSDOT Permit: Y D- Received On:	
Route/Map/Parking Plan: Y P-Received On: X RFS #: 50599 BARRICADES V/N CONES T/N TRASH BARRELS: Y /P OTHER: APPROVED:	
Superintendent of Highways	
FOR PARKS & RECREATION DEPARTMENT USE ONLY: Show Mobile: Y (N-Application Required:	
Port-o-Sans: Y/NDOther: APPROVED:	
FOR POLICE DEPARTMENT USE ONLY:	
APPROVED:	
Mease return to the Highway Department to be placed on the Town Board Workshop **	
Workshop Agenda Date: Approved Dn: TBR #:	

RECEIVED

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JUL 1 9 2021

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT Pearl River Middle School PTA Pearl River Middle School 520 Gilbert Avenue Pearl River, NY 10965

Highway Department Town of Orangetown 26 West Orangeburg Road Orangeburg, NY 10962

Re: Requested us of traffic cones & barricades for Saturday, September 18, 2021

To Highway Department:

On Saturday, September 18, 2021, the Pearl River Middle School PTA is hosting a Color Run (fun run/walk) on the grounds of the Pearl River Middle School and its adjacent neighbor, the Pearl River Nauraushaun Swim Club.

We are writing to request your assistance and allow us to borrow your cones and barricades. We also hoped the Highway Department would be willing to help us barricade the entrance and exit to the Middle School and the entrance to the Swim Club. With Naurashaun's permission, we are instructing all participants to park in their lot.

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

Thank you for your help, Laureen Ceresnick & Marie Hussey Color Run Chairpersons

AC	ORD®	C	ED.	TIC	ICATE OF LIA	BII I				DATE	(MM/DD/YYYY)
											19/2021
-					F INFORMATION ONLY A						
					NEGATIVELY AMEND, E> OES NOT CONSTITUTE						
REP	RESENTATIVE OR	PRODUCER, A	ND T	HE C	ERTIFICATE HOLDER.						
IMPO	RTANT: If the cer	tificate holder i	s an /	ADD	ITIONAL INSURED, the p	olicy(ie	es) must hav	e ADDITION	AL INSURED provision	s or be	endorsed.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
	Albert Palan	cia Agency.	nc.	,	UL 2 († 2021	NAME: PHONE (A/C, N		698-1373		(914)6	98-0125
	PO Box 26			J	UL 2 4 LOW	I E-MAIL	<u>o, Ext): (VI-7)</u> ises linda		surance.com	(01.)0	
	Mamaroneck	(, NY 10543			OF ORANGETOWN	ADDICE		<u> </u>	IDING COVERAGE	··· <u> </u>	NAIC #
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	MARIE HUSS					INSURE	ER C :				
	520 GILBERT					INSURE	ERD:				
	PEARL RIVE					INSURE					
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INDIC	ATED. NOTWITHST.	ANDING ANY REC	QUIRE	MEN	T, TERM OR CONDITION OF	F ANY C	CONTRACT OF	ROTHER DOC	UMENT WITH RESPECT	O WHIC	HTHIS
					E INSURANCE AFFORDED E LIMITS SHOWN MAY HAVE					THE TEP	KMS,
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A X	T		Y		SE 1018681		09/18/2021	09/18/2022	EACH OCCURRENCE	\$	2,000,000
		X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
									MED EXP (Any one person)	\$	1,000
]								PERSONAL & ADV INJURY	\$	2,000,000
GE	N'L AGGREGATE LIMIT	APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
. <u>X</u>	POLICY PRO- JECT								PRODUCTS - COMP/OP AGG		
	OTHER:								COMBINED SINGLE LIMIT	\$	
AU	TOMOBILE LIABILITY								(Ea accident)	\$ \$	······································
		SCHEDULED							BODILY INJURY (Per person) BODILY INJURY (Per accident		
-	AUTOS ONLY	AUTOS NON-OWNED							PROPERTY DAMAGE)	
	AUTOS ONLY	AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB								EACH OCCURRENCE	\$	
	EXCESS LIAB	CLAIMS-MADE							AGGREGATE	5	
		ON \$								\$	
	RKERS COMPENSATION D EMPLOYERS' LIABILIT	l .							PER OTH- STATUTE ER		
ANY	PROPRIETOR/PARTNER	VEXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
(Ma	ndatory In NH)								E.L. DISEASE - EA EMPLOYE	E \$	
DÉS	es, describe under SCRIPTION OF OPERATI	ONS below							E.L. DISEASE - POLICY LIMIT	\$	
DESCRIP	TION OF OPERATIONS /	LOCATIONS / VEHIC	ES (A	CORD) 101, Additional Remarks Schedul	le, may h	e attached if mor	e soace is require	ed)		
					/N, ORANGEBURG NY					WITH	
RESF	ECTS TO THE G	ENERAL LIAE	BILIT	Y AS	S REQUIRED BY WRIT	TEN C	ONTRACT				
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Helen Wilson



July 26, 2021

Dear Jim,

Due to the NYSLRS making an error in my years of service, this letter is to officially inform you of my new retirement date from the Orangetown Highway Department, which will be on Sunday, August 8, 2021.

It has been my pleasure & a privilege to have worked with you & for you, along with my fellow co-workers, supervisors and crews. Thank you for giving me the opportunity to work here for the past 18 years. Everyone has been more than professional to work with throughout the years. I couldn't have asked for more.

I will miss my "Highway Family" tremendously, but it's time to enjoy the next phase of my life with John and our families.

Thanks again for many happy & fun-filled memories!

Sincerely, Helm Wilsm

Helen Wilson

/hw

Application for Showmobile Use



Showmobile Requirements

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

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

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

Upload Certificate of 20-21 COI.PDF Insurance*

90.38KB

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

+ The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.

+ Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).

+ The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

+ The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.

+ The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.

+ The tow vehicle must remain with the Showmobile for the duration of the event.

+ In the event of winds in excess of 30 MPH, the stage canopy must be closed.

+ The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)

+ The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.

+ A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)

+ Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

Additional Requirements:

+ Certificate of insurance required. Must name the Town of Orangetown as additionally insured.

+ Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event Information	on							
Event/Festival Name [*]	Italian Feast 2021							
Event Location Name [*]	German Masonic grounds							
Event Address *	Street Address 89 western hwy, tappan, ny Address Line 2 Address 2 City tappan Postal / Zip Code 10983	State / Province / Region NY Country United States						
Setup Date & Time *	9/15/2021 09:00:00 AM							
Take-Down Date & Time [*]	9/20/2021 09:00:00 AM							
Stair Arrangement *	 Right side of stage Left side of stage Front of stage Not Sure 							
Set-up Info [*]	Please describe in detail what the stage will be used please list it here so long as all the information abov Same as last time	for and how you intend to set it up. If you have a rain date, e is the same.						
Placement *	PavementGrass/FieldOther							
Applicant Inform	nation							
Applicant's Name *	Nick Sfraga							
Organization Name*	Sons of Italy - rockland Lodge 2176							
Organization Address [*]	46 van wyke rd,							
Organization City *	Blauvelt							
Organization State *	NY							
Phone (w) *	8453590181							
Phone (c) *	845-248-1938							
Email [*]	nick@oaktreeprinting.com							

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ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

CE BE	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.									
IMF If S	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODU	0				,					
	ewood Partners Insurance Center			CONTACT NAME: Sherry M		FAX				
	California Street, Suite 2400			(A/C, No, Ext): 212-7		(A/C, No):	212-70	2-3386		
San	Francisco CA 94105			ADDRESS: sherry.r	nccaffrey@ep	icbrokers.com				
					SURER(S) AFFO	RDING COVERAGE		NAIC #		
				INSURER A : Citizen	s Insurance C	ompany of America		31534		
INSUR			BLAUSON-01	INSURER B : HANO	VER INSURA	NCE COMPANY		22292		
	velt Sons of Italy Inc			INSURER C :						
	an Wyck Road velt NY 10913			INSURER D :						
Diau	Veit 101 10915									
				INSURER E :						
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		-	ATE NUMBER: 738725570			REVISION NUMBER:				
IND CEF EXC	S IS TO CERTIFY THAT THE POLICIES ICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTA POLICI	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRAC ED BY THE POLICI BEEN REDUCED BY	T OR OTHER ES DESCRIBE (PAID CLAIMS	DOCUMENT WITH RESPECT	T TO	WHICH THIS		
INSR LTR	TYPE OF INSURANCE	ADDL S INSD V		POLICY EFF (MM/DD/YYYY	POLICY EXP) (MM/DD/YYYY)	LIMIT	S			
	X COMMERCIAL GENERAL LIABILITY	Y	ZBY9248348-09	7/21/2020	7/21/2021	EACH OCCURRENCE	\$ 1,000	,000		
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	,		
							\$ 10,00			
						MED EXP (Any one person)	. ,			
						PERSONAL & ADV INJURY	\$ 1,000	,		
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000	,000		
						PRODUCTS - COMP/OP AGG	\$ Incluc	led		
	OTHER:						\$			
A	AUTOMOBILE LIABILITY		ZBY9248348-9	7/21/2020	7/21/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000		
	ANY AUTO					BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED					BODILY INJURY (Per accident)	\$			
	AUTOS ONLY X HIRED X NON-OWNED X NUTOS ONLY					PROPERTY DAMAGE	\$			
Ⅰ ⊢						(Per accident)	\$			
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В	X UMBRELLA LIAB X OCCUR		UHY92438690-09	7/21/2020	7/21/2021	EACH OCCURRENCE	\$ 1,000	,000		
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 1,000	,000		
	DED RETENTION \$						\$			
						PER OTH- STATUTE ER				
A	ND EMPLOYERS' LIABILITY Y/N NYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$			
	DFFICER/MEMBEREXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE				
	yes, describe under DESCRIPTION OF OPERATIONS below						\$			
	DESCRIPTION OF OPERATIONS DEIDW					L.L. DISEASE POLICI LIMIT	φ			
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL Certificate Holder is hereby included as									
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CER	TIFICATE HOLDER			CANCELLATION	1					
						DESCRIBED POLICIES BE CA EREOF, NOTICE WILL E				
				ACCORDANCE V		CY PROVISIONS.				
	Town of Orangeburg									
	26 Orangeburg Rd Orangeburg NY 10913			AUTHORIZED REPRES	ENTATIVE					
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				(C) 1	900-2015 AC	ORD CORPORATION.	an rial	us reserved.		

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Application for Showmobile Use



Showmobile Requirements

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

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

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

Upload Certificate of COI for Showmobile 2021.pdf Insurance*

86.74KB

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

+ The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.

+ Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).

+ The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

+ The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.

+ The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.

+ The tow vehicle must remain with the Showmobile for the duration of the event.

+ In the event of winds in excess of 30 MPH, the stage canopy must be closed.

+ The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)

+ The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.

+ A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)

+ Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

Additional Requirements:

+ Certificate of insurance required. Must name the Town of Orangetown as additionally insured.

+ Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event Informatio	on								
Event/Festival Name [*]	Dominican College: Family Day & Fire in the Sky								
Event Location Name *	Dominican College: Campus Quad	ominican College: Campus Quad							
Event Address *	Street Address 495 Western Highway Address Line 2 City Orangeburg Postal / Zip Code 10962	State / Province / Region New York Country United States							
Setup Date & Time *	9/18/2021 09:00:00 AM								
Take-Down Date & Time *	9/18/2021 09:00:00 PM								
Stair Arrangement *	 Right side of stage Left side of stage Front of stage Not Sure 								
Set-up Info [*]	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same. We will have a variety of performances from two outside groups as well as student groups for our annual Family Day & Fire in the Sky event								
Placement*	PavementGrass/FieldOther	PavementGrass/Field							
Applicant Inform	nation								
Applicant's Name *	Rachel McGinty								
Organization Name*	Dominican College								
Organization Address [*]	470 Western Highway S								
Organization City *	Orangeburg								
Organization State *	New York								
Phone (w) *	8458484034								
Phone (c) [*]	845-987-4292	845-987-4292							
Email*	rachel.mcginty@dc.edu								

Signature *

*

Rochel He Yinty

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

I accept the terms and conditions

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER Waldorf Risk Solutions, LLC	CONTACT NAME:								
PO Box 590	PHONE (A/C, No, Ext): 631-42 E-MAIL		(A/C, No):	631-424	4-3610				
Huntington NY 11743	ADDRESS: jacklyn@				NAIC #				
			at Lloyds, London - AA112	22000					
INSURED DOMCOL Dominican College of Blauvelt	INSURER B :								
470 Western Highway	INSURER C :								
Orangeburg NY 10962	INSURER D :								
	INSURER E : INSURER F :								
COVERAGES CERTIFICATE NUMBER: 1699052225	MOORERT .		REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA' INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	т то и	WHICH THIS				
INSR TYPE OF INSURANCE ADDL SUBR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		LIMIT	S					
A X COMMERCIAL GENERAL LIABILITY 21W1258	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000					
			PREMISES (Ea occurrence) MED EXP (Any one person)	\$ Includ \$ 10,00					
			PERSONAL & ADV INJURY	\$ 1,000					
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 3,000	,000				
X POLICY PRO- JECT LOC			PRODUCTS - COMP/OP AGG	\$ 3,000	,000				
			COMBINED SINGLE LIMIT	\$ \$					
AUTOMOBILE LIABILITY ANY AUTO			(Ea accident) BODILY INJURY (Per person)	э \$					
OWNED SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$					
AUTOS ONLY NOTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY			PROPERTY DAMAGE (Per accident)	\$					
				\$					
UMBRELLA LIAB OCCUR			EACH OCCURRENCE	\$					
EXCESS LIAB CLAIMS-MADE			AGGREGATE	\$					
DED RETENTION \$ WORKERS COMPENSATION			PER OTH- STATUTE ER	\$					
			E.L. EACH ACCIDENT	\$					
OFFICER/MEMBER EXCLUDED?			E.L. DISEASE - EA EMPLOYEE						
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	\$					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	le. may be attached if more	e space is require	 ed)						
Re: Show mobile rental - 9/18/2021	,	- Space to require	,						
Certificate holder included as additional insured when required by written contract.									
CERTIFICATE HOLDER	CANCELLATION								
Town of Orangetown Parks & Recreation 81 Hunt Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
Orangeburg NY 10962	Welli & Will	2/		A 11 - 1 -					
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	· . ·
TOWN OF ORANGETOWN SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS PERMIT # 21-5P-022	RECEIVED
EVENT NAME: 911 - MEMORIAL SERVICE	AUG - 3 2021
APPLICANT NAME: VOL. FIRE ASSOC. OF TAPPAN	Drangetown Police Department
ADDRESS: 123 WASHINGTON ST. TAPPAN,	MY 10983
PHONE #: 845.590-4684 CELL # 845.590-4684 FAX #	I
CHECK ONE: PARADE RACE/RUN/WALK OTHER MEMORIAL SER	VICE
The above event will be held on SEPT 11 from 8 mm to 11 mm RAIN DATE:	
Location of event: TAPPAN GREEN	
Sponsored by: ABOUE	
Address: 123 WASHINGTON ST, TAPPAN, NY, 1098	3
Estimated # of persons participating in event: vehicles	
Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:	
PRIVATE PROPERTY, TAPPAN REFORMED	HURCH
Signature of Applicant: F. Bruce Logard Date: 7-27-21	
GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)	
Letter of Request to Town Board requesting aid for event – Received On: 7-192	<u></u>
Certificate of Insurance – Received On: $\frac{72721}{2}$	
FOR HIGHWAY DEPARTMENT USE ONLY:	
Road Closure Permit $\mathcal{O}/N - \text{Received On:} - \frac{7}{27}$	
Rockland County Highway Dept. Permit: Y / 12 Received On: X	
NYSDOT Permit; Y N Received On:	
Route/Map/Parking Plan: Y (N-Received On: X	To anade
RFS #: 50585 BARRIC DES (2) N CONES: Y/N TRASH BARRELS: Y/N OTHER: (2) MILLING	<u>e isuulus</u>
APPROVED: 101 1.29.21 A 7.9.21 DATE:	
Superintendent of Highways	
FOR PARKS & RECREATION DEPARTMENT USE ONLY:	
Show Mobile: Y / N – Application Required:Fee Paid – Amount/Check #	no-ward 9
Port-o-Sans: Y/N:Other:	
APPROVED: 0111 DATE: 8[2/2021	
Superintendent of Parks & Recreation	
FOR POLICE DEPARTMENT USE ONLY:	
Police Detail: VN: //////////////////////////////////	
APPROVED: APPROV	1
** Please return to the Highway Department to be placed on the Town Board Workshop **	nan, ang ang ang ang
Workshop Agenda Date: Approved On: TBR #:	

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RECEIVED

HIGHWAY DEPARTMENT JAMES J. DEAN Superintendent of Highways **TOWN OF ORANGETOWN** Roadmaster IV 119 Route 303 · Orangeburg, NY 10962 (845) 359-6500 · Fax (845) 359-6062 Orangetown Representative: E-Mail - highwaydept@orangetown.com R.C. Soil and Water Conservation Dist.-Chairman Stormwater Consortium of Rockland County Affiliations: Rockland County Water Quality Committee American Public Works Association NY Metro Chapter NYS Association of Town Superintendents of Highways Hwy. Superintendents' Association of Rockland County JUL 27 2021 TOWN OF ORANGETOWN HIGHWAY DEPARTMENT **ROAD CLOSING PERMIT APPLICATION** Section 139 Highway Law 1 eonard KNICO DATE NAME COMPANY ADDRESS TELEPHONE CLUDE 24 HOUR EMERGENCY NUMBERS) ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE: (Address number and name of road) unbush Rd (Intersecting streets and/or description of exact location XVVICE **REASON FOR CLOSING** DATE OF CLOSING RAIN DATE TIME ROAD WILL BE CLOSED 8am am WILL ROAD BE OPEN TO LOCAL TRAFFIC? ND WILL ROAD BE OPEN TO EMERGENCY VEHICLES? NO TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR. A 7-29-21 DATE PRELIMINARY APPROVAL MES 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. 8-13-02bid

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



CLEAN STREETS = CLEAN STREAMS



TOWN OF ORANGETOWN TNAMTAA9D YAWHDIH

JUL 08 2021

RECEIVED

TAPPAN, NY 10983

July 8, 2021

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

The Volunteer Fire Association of Tappan will hold their Annual 911 Memorial Day Service on Saturday, September 11, 2021 at 8:30 AM. We request the use of two mobile solar signs to advertise our 911 Memorial Service.

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

Both signs to read;

911 MEMORIAL SERVICE TAPPAN MEMORIAL GREEN SATURDAY, SEPT 11 – 8:30 AM

Signs operational from August 30 to September 11, 2021,

The contact person is Bruce Leonard - Cell # 845-590-4684.

Thank You for your assistance.

June J emperd

Bruce Leonard President, VFAT

CC: James Dean, Superintendent of Highways

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		Hubbinette Cowell Asso	ciate	s In	с.	PHONE (A/C, No.) E-MAIL ADDRESS	_{Ext):} (516)	795-1330		; (516)795-5101
		1003 Park Blvd, Ste 3			RECEIVED	ADDRESS			ette-cowell.com		<u></u>
		Massapequa Park, NY 1	1762						DING COVERAGE		NAIC#
						INSURER			ins. Co. of Pittsburgh. P		19445
NSU	RED							al Union Fire	Inc. Co. of Pittsburgh, P	<u>A</u>	19445
		Tappan Fire District				INSURER					
		PO Box 525	TO	WN	OF ORANGE OW	INSURER	D:		<u></u>		
		Tappan, NY 10983	HT	GH	WAY DEPARTMENT	110010			· · · · · · · · · · · · · · · · · · ·		
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			-]						GENERAL AGGREGATE	\$	10,000,000
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Portable Toilet Request Form



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

Event Information

Event Name *	33rd Annual South Nyack Ten-Miler						
Event Location Name [★]	Franklin Street Park, South Nyack						
Event Address *	Street Address 95 S. Franklin Street Address Line 2 City Nyack Postal / Zip Code 10960	State / Province / Region NY Country USA					
Event Start Date *	9/12/2021 07:00:00 AM						
Event End Date*	9/12/2021 11:59:00 AM						
Set-up Info *	Please describe the exact location the units should be placed on the event site Alongside the wall of the Orangetown Firehouse at 1 Depot Place, bordering the Esposito Trail						
Number of regular units required *	9						
Number of ADA units required *	0						
Total Number of units required *	9						
Applicant Inform	ation						
Applicant First Name [*]	William						
Applicant Last Name [*]	Carpenter						
Organization Name *	Rockland Road Runners Association						

Organization Not For Profit? [*]	YesNo	
Organization Address *	Street Address PO Box 132 Address Line 2 City Congers	State / Province / Region NY
	Postal / Zip Code 10920	Country USA
Phone (w) *	(845) 558-2857	
Phone (c) *	(845) 558-2857	
Email*	treasurer@rocklandroadrunners.org	
Certificate of Insurance [*]	Insurance-Orangetown.pdf Certificate must list the Town of Orangetown as add	17.97KB itional Insured
Signature *	Wapenter	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2021

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	ELY OR	NE DOE	GATIVELY AMEND, EXTER S NOT CONSTITUTE A C	ND OR /	ALTER THE C	OVERAGE	AFFORDED BY THE POLI	CIES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to	o the te	erms	and conditions of the po	licy, cei	rtain policies				
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTRACT Margaret Mayers									
Insurance Management Group				NAME: PHONE (A/C, No	Ũ	38-2925	FAX (A/C, No):	(765) 6	64-0761
12730 Coldwater Road				E-MAIL	mmayare	@insmgt.com	(A/C, No):	(100) 0	0101
Suite 103				ADDRES	55: 7	0			NAIC #
Fort Wayne			IN 46845	INSURER(S) AFFORDING COVERAGE NAIC INSURER A: National Casuality Company 1199					
INSURED				INSURER B : Nationwide Life Insurance Company 6686					
Road Runners Club of America	/2021 a	ind Its	s Member Clubs	INSURER C :					
				INSURE	RD:				
1501 Lee Highway, Suite 140				INSURE	RE:				
Arlington			VA 22209	INSURE	RF:				
COVERAGES CER	TIFICA		NUMBER: 2021 \$2M A.I.				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PERT. EXCLUSIONS AND CONDITIONS OF SUCH PO	REMEN AIN, TH DLICIES	NT, TE IE INS 6. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTRA E POLICI	CT OR OTHER	R DOCUMENT D HEREIN IS S	WITH RESPECT TO WHICH T	HIS	
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ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY			KRO0000008622100	1	12/31/2020	12/31/2021	BODILY INJURY (Per accident)	\$) \$	
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							(Per accident)	\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								s	
WORKERS COMPENSATION							PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N /A						E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
_ Excess Medical & Accident							Excess Medical	\$10,	
B (\$250 Deductible/Claim)			BAX0000031541900		12/31/2020	12/31/2021	AD & Specific Loss	\$2,5	00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 09/12/21 South Nyack 10 Miler Race INSURED RRCA CLUB/EVENT MEMBER: Rockland Road Runners, Attn: Gary Holland, PO Box 132, Conger, NY 10920 Processed by LB									
CERTIFICATE HOLDER CANCELLATION									
09/12/21 Town of Orangetown SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
26 Orangeburg Road				AUTHOR	RIZED REPRESE	,			
Orangeburg NY 10962				-Serry R. Willer					

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i di RECEIVED TOWN OF ORANGETOWN AUG - 3 2021 SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY i. Orangetown Police Department JUL 2 7 2021 TOWN OF ORMUL n EVENT NAME CAPPLICAN ÔŰ SADDRE 8-0630 DPHONE #: CELL CHECK ONE: PARADE RACE RUN/WALK OTHER The above event will be held or to Trast Location of event: Sponsored by Address: _____ 00 Estimated # of persons participating in event: vehicles Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: an Mach Signature of Applicant: GENERAL INFORMATION REQUIRED: (HIGHWA Letter of Request to Town Board requesting aid for event - Received On: Certificate of Insurance - Received On: FOR HIGHWAY DEPARTMENT USE ONLY: use -Road Closure Permit Y N - Received On: X Rockland County Highway Dept. Permit: Y / N Received On: NYSDOT Permit: Y /N Received On: Route/Map/Parking Plan Y/ N - Received On: TRASH BARRELS: Y N OTHER: \mathcal{O} RFS #: CONES: Y 12/2/2 7.21.21 DATE: APPROVED: Superintendent of Highways FOR PARKS & RECREATION DEPARTMENT USE ONLY: Fee Paid - Amount/Check # Showmobile: Y / D-Application Required: Port-o-Sans N: Other: DATE APPROVED: Superintendent of Parks & Recreation FOR POLICE DEPARTMENT USE ONLY: 0 (APPROVED: Town Board Agenda) ** ** Please return to the Highway AND/OR Parks Department to be placed on the TBR #: Workshop Agenda Date: Approved On:

RECEIVED

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

JUL 2 9 2021

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962 (845) 359-6500 • Fax (845) 359-6062 E-Mail-<u>highwaydept@orangetown.com</u>

Affiliations:

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

WAY DEPARTMENT	ROAD USE PERMIT APPLICATION Section 139 Highway Law WHN NYACK 10 MILL RUN
NAME V	Villiam Carpenter DATE 28-July-2021
COMPANY	Villiam Carpenter DATE 28-July-2021 Rockland Road Runners Nullinge of South Nuck
ADDRESS	PO Box 132, Congers, NY 10920
TELEPHONE	(845) 558-2857
	(INCLUDE 24 HOUR EMERGENCY NUMBERS)
ABOVE MENTI	ONED PARTY REQUESTS PERMISSION TO USE:
Roads in S. N	lyack, Grand View and Piermont as indicated in attached route description
(Address number	and name of road)
Starting and end	ing at Franklin Street Park. Intersections as identified in attached route description
(Intersecting stree	ets and/or description of exact location)
REASON FOR U	ISE 34th Annual South Nyack 10-Miler Road Race
WILL ROAD BE	12-September-2021 RAIN DATE none LL BE USED 8:00 a.m. to 11:00 a.m. OPEN TO LOCAL TRAFFIC? Yes
TRAVEL WILL	IDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF BE RESTRICTED APPROVAL 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

 $HAMLETS: PEARL RIVER \cdot BLAUVELT \cdot ORANGEBURG \cdot TAPPAN \cdot SPARKILL \cdot PALISADES \cdot UPPER GRANDVIEW$



CLEAN STREETS = CLEAN STREAMS

Village of South Ryack

Rockland County, R.Y.

Incorporated 1878

BONNIE R. CHRISTIAN MAYOR

July 22, 2021

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

RECEIVED][][Orangetown Police Department

282 S. BROADWAY SOUTH NYACK, NY 10960 (845)3580287

RECEIVED

JUL 27 2021

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

Dear Supervisor Kenny:

On Sunday, September 12th, the Village of South Nyack will host its 33rd annual 10 Mile Run starting at 8:30 a.m. The race is being organized by the Rockland Road Runners Association.

The Village of South Nyack again requests that permission be granted by the Town Board allowing the runners to use the section of South Broadway between Livingston Place and the entrance to the Esposito Memorial Trail and the portion of the trail which is located in the unincorporated portion of the Town of Orangetown. Please note that this will not require any road closing.

The race is covered by South Nyack's municipal liability insurance. In addition, we have arranged for additional insurance (one million per incident.) through the Rockland Road Runners Association, with the Villages of South Nyack, Grand View and Piermont and the Town of Orangetown as additional insured.

Enclosed is our "Special Use Permit" Request along with our Certificate of Insurance. We have also faxed this information to the Superintendent of Highways.

We thank Orangetown for its continued support of this event.

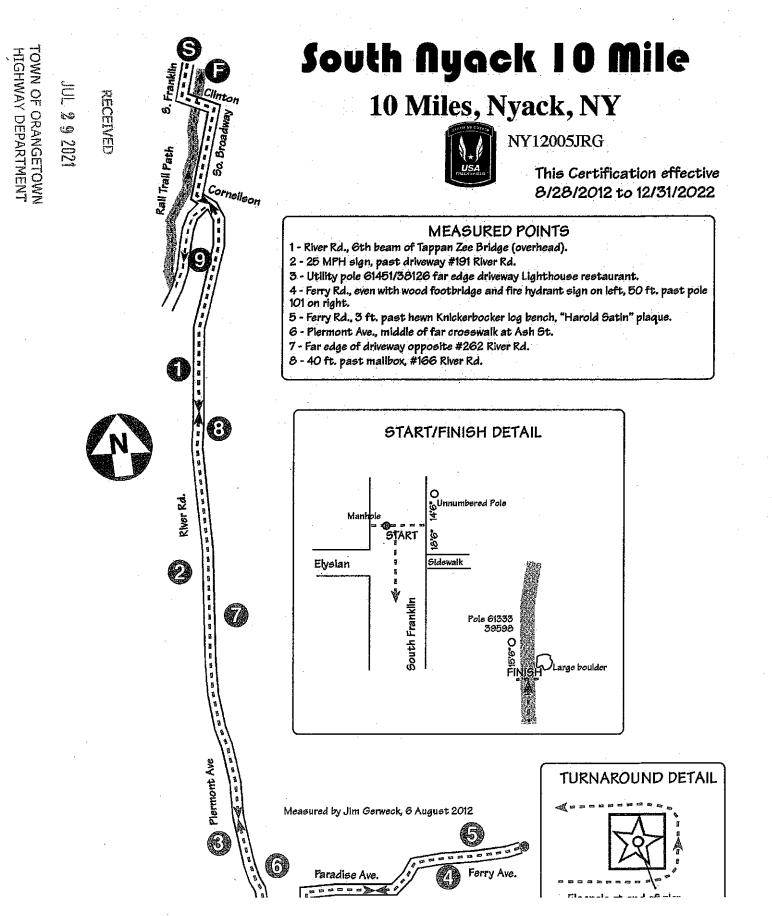
Sincerely,

more R. chiston

Bonnie R. Christian Mayor

cc: Orangetown Police Chief Donald Butterworth James Dean, Superintendent of Highways

9/11/17, 2:59 PM



https://www.usatf.org/events/courses/maps/showMap.asp?courseID=NY12005JRG

RECEIVED

JUL 2 9 2021

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

Road Use Permit: South Nyack Ten-Miler

Route and Road Restrictions

Route

The route is a ten mile loop through the Villages of South Nyack, Grand View On Hudson and Piermont, as show in the attached map and described below.

Runners assemble on South Franklin, between Cedar Hill Ave and Elysian Ave, and proceed south, turning East onto Clinton Ave. Runners turn south along Broadway then east on Cornelison to Piermont Ave. Runners continue south on Piermont Ave which becomes River Road in Grand View and Piermont Ave again in Piermont. Proceeding through the center of Piermont, runners turn east onto Paradise Ave, then continue on Ferry Road to the turnaround at the end of Piermont Pier.

Runners retrace their steps along Ferry Road, Paradise Avenue, Piermont Avenue and River Road, until they turn west onto Cornelison from Piermont Avenue. Runners then turn south onto Broadway, and enter the Esposito Trail shortly before the intersection with 9W. Runners return to Franklin Park, crossing Clinton and Brookside Avenues on the trail.

The race will end by 11:00, and runners have been advised that the course will close at this time.

Restrictions

No roads will be completely closed to traffic and no detours are required. However, traffic may be held up temporarily as runners cross the intersections. At the beginning of the race, runners will be bunched closely enough that this will last only a few minutes. Later in the race, runners will be spaced sufficiently that traffic will be able to filter through the intersections.

The race will be led for the entire course by a Police Vehicle from South Nyack who will coordinate with the Police Departments in the other two jurisdictions. The Race Organizers will place Course Marshals at key intersections to manage traffic and to ensure the safety of the runners.

This race has been run for successfully for more than 30 years along this route, with the same traffic management precautions as indicated above.

A	ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 3/1/2021					
E	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.							JTHORIZED			
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		nsurance - Mahwah NacArthur Bivd.		R	RCEIVED	PHONE (A/C, No), Ext): (043) C	23-3434):(845)	623-4332
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		Village of South Nyack 282 So, Broadway	HIGHWAY DEPARTMENT			INSURE					
		So. Nyack, NY 10960				INSURE	RE:				
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			_						PERSONAL & ADV INJURY	\$	3,000,000
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	Ì	OWNED AUTOS ONLY							BODILY INJURY (Per accide	nt) \$	
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	····
L				_						\$\$	9,000,000
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	-	DED X RETENTION \$ 10,4							AGBREGATE	\$	
		VORKERS COMPENSATION							PER OTH STATUTE ER		
	A	AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$	
	(I	NY PROPRIETOR/PARTNER/EXECUTIVE		^					E.L. DISEASE - EA EMPLOY	EE S	· · · · · · · · · · · · · · · · · · ·
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-		RIPTION OF OPERATIONS / LOCATIONS / V	HICI ES	ACOR	D 101 Additional Remarks Schedu	ile. mav f	e attached if mo	re space is requi	red)	1	
RE	:: A	nnual 10 Mile Run.	110620			,					
					C 4 11	CELLATION	<u></u>				
C	CERTIFICATE HOLDER CANCELLATION										
Town of Orangetown 26 Orangeburg Road				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Orangeburg, NY 10962				AUTHORIZED REPRESENTATIVE							
			CR								
1						C 403					

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SOUTNYA-01

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FIRST AMENDMENT TO AGREEMENT Between OPTIMUM CONTROLS CORPORATION and

THE TOWN OF ORANGETOWN

Relating to a Design and Construction of WWTP SCADA Telemetry System Equipment at the Town Wastewater Treatment Plant and Pump Stations

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment"), dated as of the _____day of, August, 2021 by and between OPTIMUM CONTROLS CORPORATION, having offices located at 1044 MacArthur Blvd., Reading, PA. 19605 (hereinafter OCC or the "Contractor") and the TOWN OF ORANGETOWN, NEW YORK, a municipal corporation with offices located at 26 West Orangeburg Road, Orangeburg NY, 10962 ("the Town"). The Company and the Town are sometimes herein referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Contractor and the Town entered into an Agreement for the design and installation of an enhanced SCADA telemetry system at the Town's Wastewater Treatment Plant ("Agreement") dated as of January 30, 2018, as authorized pursuant to Town Board Resolution 2017-478; and

WHEREAS, the Town has received notification and accepted a grant from the New York Environmental Facilities Corporation as part of the NYS Water Infrastructure Improvement Act (WIIA), pursuant to Town Board Resolution 2020-19; and

WHEREAS, in order to facilitate acceptance of the grant and as required by the NYS EFC, the parties wish to amend the Agreement to provide for the requirements and procedures for business participation

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and such other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

I. Pursuant to Paragraph 19 of the Agreement as set forth above, the Agreement is hereby amended to add the following:

The attached language regarding requirements and procedures for business participation opportunities for New York Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women, which consists of paragraphs identified as Section 1, Section 2 and Section 3 is hereby added to the existing Agreement as identified above and is part and parcel of the Agreement as amended hereby.

II. Except as amended and/or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment. If

there is conflict between this First Amendment and the Agreement, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this First Amendment as of the date first written above.

TOWN OF ORANGETOWN

OPTIMUM CONTROLS CORPORATION

Ву:_____

By: Alflerm

Teresa M. Kenny, Supervisor

TOWN OF ORANGETOWN DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING

By:_____

Eamon Reilly, Commissioner

TOWN ORANGETOWN TOWN ATTORNEY'S OFFICE

By:

Robert V. Magrino, Town Attorney

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Minority- and Women- Owned Business Enterprises ("MWBE") and Equal Employment Opportunities requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) construction Contracts greater than \$100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$100,000; and, (3) change orders greater than \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
- B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- C. If any terms or provisions herein conflict with Executive Law Article 15-A or the MWBE Regulations, such law and regulations shall supersede these requirements.
- D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the State financial assistance Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.
- C. Contractor represents that it's EEO policy statement includes the following language:

- The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to State financial assistance projects.
- 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this State financial assistance project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- 3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- F. Required EEO Form
 - 1. EEO Workforce Employment Utilization Report ("Workforce Report")
 - a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a monthly basis during the term of the Contract.
 - b. Separate forms shall be completed by Contractor and any Subcontractor.
 - c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided and indicate that the information provided workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
Clean Water State	······································
Revolving Fund, Drinking	
Water State Revolving	20%
Fund, & Green Innovation	
Grant Program	
NYS WIIA Grants	Clean Water project 23%
(also receiving EFC loan)	Drinking Water project 26%
NYS Intermunicipal Grants	Clean Water project 24%
(also receiving EFC loan)	Drinking Water project 24%
NYS financial assistance	30%
only	3070
Engineering Planning Grant	30%

*May be any combination of MBE and/or WBE participation

- 2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com.
- 3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For construction Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- 4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

- 1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
- The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
- 3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

- 4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
- 5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.
- C. Requests for Waiver
 - 1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
 - 2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

- 1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
- 2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
- The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld. Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD")

pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) construction Contracts greater than \$100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$100,000; and, (3) change orders greater than \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

Contractors and Subcontractors are required to comply with New York State Executive Law Article 17-B and 9 NYCRR Part 252 for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.

II. Contract Goals

- A. EFC hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: <u>https://ogs.ny.gov/veterans/Docs/CertifiedNYS_SDVOB.pdf</u>.
- B. Pursuant to 9 NYCRR § 252.2(n), Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

III. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Contractor represents and warrants that it has submitted a completed SDVOB Utilization Plan to Recipient prior to the execution of this Contract.
- B. Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- C. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.
- D. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly SDVOB Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated SDVOB Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
- E. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the SDVOB Utilization Plan to the MBO within 30 days of their execution.

IV. Request for Waiver

A. If Contractor, after making good faith efforts, is unable to comply with the SDVOB Contract goals, Contractor may submit a request for a partial or total waiver to the Recipient, documenting good faith efforts by Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

- B. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Recipient, but must be made no later than prior to the submission of a request for final payment on the Contract.
- C. If the Recipient, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Compliance Report determines that Contractor is failing or refusing to comply with the SDVOB Contract goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract goals.

V. Monthly SDVOB Contractor Compliance Report ("Monthly SDVOB Report")

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report monthly SDVOB contractor compliance to the Recipient during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. The Contractor agrees to submit a report on to the Recipient by the third business day following the end of each month over the term of this Contract. The Monthly SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check). The final Monthly SDVOB Report must reflect all Utilization Plan revisions and change orders.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

TOWN OF ORANGETOWN FINANCE OFFICE MEMORANDUM

TO:THE TOWN BOARDFROM:JEFF BENCIK, DIRECTOR OF FINANCESUBJECT:AUDIT MEMODATE:8/05/2021CC:DEPARTMENT HEADS



The audit for the Town Board Meeting of 8/10/21 consists of 3 warrants for a total of \$520,657.87

The first warrant had 26 vouchers for \$211,973.07 and had the following items of interest.

- 1. Applied Golf (p1) \$124,500 for Blue Hill contract.
- 2. Applied Golf (p1) \$49,583 for Broadacres contract.

The second warrant had 1 voucher for \$17,674.99 and had the following items of interest.

1. Commissioner of Taxation & Finance (p1) - \$17,675 for quarterly Workman's Compensation assessment.

The third warrant had 104 vouchers for \$291,009.81 and had the following items of interest.

- 1. Applied Golf (p2) \$15,508 for merchandise sales at Broadacres.
- 2. Chestnut Ridge Transport (p5) \$10,015 for day camp transportation.
- 3. Integrated Systems & Services (p14) \$23,964 for Police camera system upgrade.
- 4. Keane & Beane (p16) \$5,003 for legal fees.
- 5. Metropolitan Life (p19) \$12,829 for Police Dental benefits.
- 6. Sport-Tech Acrylics Corp (p28) \$68,480 resurfacing of basketball courts (bonded).
- 7. Sprague Operating Resources LLC (p28) \$21,502 for diesel fuel.
- 8. State Comptroller (p30) \$29,937 for Justice Court fines.
- 9. Tilcon New York Inc (p32) \$13,266 for road repairs.

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

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

Town Of Orangetown

DATE: August 10, 2021

WARRANT

Warrant Reference	Warrant #	Amount		
Approved for payment in the amount of				
	072321	\$	211,973.07	
	072821	\$	17,674.99	
	081021	\$	291,009.81	
	Total	\$	520,657.87	

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 Thomas Diviny

Councilman Denis Troy

Supervisor Teresa M. Kenny