

**LOCAL LAW NO. _____ OF 2024,
TO ESTABLISH A NEW CHAPTER 16
OF THE CODE OF THE TOWN OF ORANGETOWN
TO BE ENTITLED “FOOD TRUCKS.”**

Be it enacted by the Town Board of the Town of Orangetown, as follows:

Section 1. Recitals and Legislative Intent

It is hereby found and determined that a limited number of permits for mobile food vendors, i.e., “food trucks,” should be allowed to provide the residents and visitors to Orangetown additional options for dining and the purchase of edible commodities, as a supplement to the regulations of the Town Code, Chapter 18, entitled Hawking and Peddling. It is further found and determined that, in an effort to protect the health, safety and welfare of the residents and the consuming public, the operation of food trucks should be limited to a relatively small number, with the food truck permits being granted on a periodic basis, the operation of which should be further regulated to ensure adequate location, accommodation and safe operation.

Section 2. Adoption of new Chapter 16 entitled “Food Trucks”

A new Chapter 16 is hereby inserted into the Code of the Town of Orangetown (“Orangetown Code”) to read as follows:

Chapter 16. Food Trucks.

§16-1. Purpose.

The purpose of this Chapter is to regulate food trucks within the unincorporated Town of Orangetown (“Town” or “Orangetown”) in a manner that protects the public health, safety and welfare, and this Chapter describes the permitting procedures for food trucks, and is intended to operate in conjunction with the regulations of Chapter 43, entitled “Zoning,” of the Code of the Town of Orangetown (“Orangetown Code”); however, if there should be a conflict or inconsistency between the provisions of this Chapter 16 and said Chapter 43, the provisions of this Chapter 16 shall control and govern.

§16-2. Definitions and Meanings.

The following terms or phrases, for the purposes of this Chapter, shall have the meanings described in this Section:

ANNUAL FLOATING FOOD TRUCK PERMIT

A permit to operate a Food Truck anywhere in the Town, for a one-year period, from January 1st through December 31st, subject to the regulations of this Chapter.

ANNUAL LOCATION FOOD TRUCK PERMIT

A permit to operate a Food Truck, in the same sole location, for a one-year period from January 1st through December 31st, subject to the regulations of this Chapter.

COUNTY PERMIT

A permit or license issued by the County of Rockland (“County”) Health Department for operation of a mobile food service establishment and/or a food cart.

FOOD TRUCK

A self-contained mobile food and/or beverage service operation located in an easily movable motor vehicle, cart, stand or trailer (“vehicle”), within, and from which, ready-to-eat food and/or beverages for human consumption are prepared, cooked, wrapped, packaged, processed or portioned, and sold, purveyed, dispensed or distributed, in individual portions to the general public, for consumption on or off of the premises at which the vehicle is located, which vehicle may be self-propelled, or towed or pushed by another vehicle or person.

FOOD TRUCK OPERATOR

Any one of the following is a Food Truck Operator, which may be a natural person, a business entity, a company, an association and/or an organization (“person or entity”): (i) the owner(s) of the Food Truck; (ii) the owner(s) of the business, or food/beverage service establishment, operating out of the Food Truck; and/or (iii) any person or entity exercising dominion and control over the Food Truck. A Food Truck Operator may also be referred to in this Chapter as, and includes, a person or entity that operates a Food Truck.

ICE CREAM TRUCK

A type of motor vehicle from which only ice cream, popsicles, water ice, sherbet, gelato, or a frozen dessert of any kind, is sold or distributed, and which may operate on public grounds and from the public right-of-way so long as the Ice Cream Truck remains stationary for no more than 30 consecutive minutes. Operation of an Ice Cream Truck is subject to the requirements and regulations of Chapter 18, Hawking and Peddling.

PRIVATE EVENT PERMIT

A Private Event Permit shall only be issued with the consent of an Orangetown resident for the sole purpose of a Food Truck catering a special event on the consenting resident’s own private property at their place of residence, which may be within any Zoning District.

SPECIAL EVENT PERMIT

A permit that may be issued by the Town Board, by Resolution and in its legislative discretion, which shall authorize, empower and allow the Town Clerk to issue a Permit, for a maximum period of four consecutive days, to a not-for-profit entity, community based organization, a religious or educational institution, or a municipal or governmental entity (including a Library or Fire District), to be located in any Zoning District and on any site approved by the Town Board, for the purpose of events, fairs, festivals and/or parades that are open to the general public. The Special Event Permit shall not be subject to the regulations of this Chapter, except those requirements that the Town Board, in its said Resolution, may wish to impose as conditions of the Town Clerk’s issuance of the Special Event Permit. A Special Event Permit may be issued in conjunction with, or as part of, the following permits issued by the Town:

- (i) a Special Use Permit for Use of Town Property/Items,
- (ii) a permit for Block Party Use of Town Property,
- (iii) a Road Closing Permit, and/or
- (iv) a Road Use Permit.

§16-3. Permit required.

- A. It shall be unlawful for any person or entity to operate a Food Truck within Orangetown without having obtained a Food Truck Permit for such purpose in accordance with the provisions of this Chapter. A Food Truck Permit may be a/an:
- (1) Annual Floating Permit;
 - (2) Annual Location Permit;
 - (3) Private Event Permit; or
 - (4) Special Event Permit.
- B. Any person or entity desiring to operate a Food Truck shall submit a written application for a Food Truck Permit to the Town Clerk; and shall include the information and documentation required by this Chapter, and any additional information or documentation that the Town Clerk may reasonably require in her/his discretion within the purpose, intent and spirit of this Chapter, in addition to the following items:
- (1) Name, phone number, email, home and business address, and photo identification of the Food Truck Operator(s).
 - (2) A description and photograph of the Food Truck, including, if the Food Truck is a motor vehicle, the license plate and registration number, and the year, make and model, of the motor vehicle, and its dimensions (length and width).
 - (3) A valid copy of the County Permit.
 - (4) Where applicable, the street address of the property at which the Food Truck will be located; and the private property owner's name, phone number, email and street address.
 - (5) Where applicable, a signed owner consent form, executed by the private property owner, authorizing, consenting and allowing the location of the Food Truck on the property.
 - (6) For an Annual Location Permit, a sketch site plan, which shall include details sufficient to demonstrate compliance with this Chapter.
 - (7) The application fee in accordance with the fee schedule established by the Orangetown Town Board by Resolution.
 - (8) A Food Truck Operator may apply for, and may be issued, more than one type of Food Truck Permit.
 - (i) A holder of an Annual Floating Permit may also operate at a private event, as authorized under a Private Event Permit, provided the operator provides information as required under items (5) and (6) above.
 - (ii) A holder of an Annual Floating Permit may also operate at a Special Event without the necessity to obtain a separate permit, provided the entity and/or organization running the Special Event specifically lists the Annual Floating Permit holder as a vendor, and the permit holder complies with the requirements of this chapter for operating at a Special Event.
- C. The Town Clerk may confer with the Orangetown Office of Building, Zoning and Planning Administration and Enforcement ("OBZPAE") for guidance as to any provisions of this Chapter and the Zoning Code as they may relate to any particular application for a Food Truck Permit; and the Town Clerk shall approve and issue a Food Truck Permit if:
- (1) the applicant demonstrates compliance with the requirements of this Chapter;
 - (2) the required Food Truck Permit fee has been paid;

- (3) for an Annual Location Permit, no municipal or governmental code violations, or notices of violation, are pending on the property at which the Food Truck will be located, as verified by OBZPAE;
- (4) for an Annual Location Permit, the property at which the Food Truck will be located lies entirely within a non-residential Zoning District as per the Zoning Code;
- (5) the Food Truck is in full compliance with all applicable codes, rules and regulations of the Uniform Fire Prevention and Building Code of New York State, the New York Vehicle and Traffic Law, and the National Fire Protection Association (NFPA), and,
- (6) a valid County Permit is submitted at the time of the Food Truck Permit application, and which County Permit shall remain in effect (or as renewed) at all times, when operating under a Food Truck Permit issued in accordance with this Chapter, if same is required by the County.

D. Food Truck Permits shall only be issued for the following lengths of time of operation, provided that the holder shall simultaneously maintain a valid County Permit (if a permit is required by the County):

- (1) Annual Floating Permit: one calendar year, from January 1st through December 31st.
- (2) Annual Location Permit: one calendar year, from January 1st through December 31st.
- (3) Private Event Permit: 12 hours.
- (4) Special Event Permit: up to 4 consecutive days.

E. The permit fees shall be set by resolution of the Town Board.

§16-4. Siting and regulations.

When operating under an Annual Location Permit or an Annual Floating Permit, the following regulations apply:

- A. Food Trucks may only operate on private property that lies entirely outside of a Residential Zoning District, except as otherwise provided herein. A permit holder shall obtain, and must provide proof of, permission to operate a Food Truck from the private property owner for any properties where the permit holder intends to operate its Food Truck.
- B. A Food Truck shall be located a minimum of:
 - (1) five feet away from the edge of any driveway or walkway (except when authorized to be located in a driveway on private property for a private event);
 - (2) five feet away from a utility box or appurtenances;
 - (3) fifteen feet away from an ADA handicap/wheelchair ramp;
 - (4) twenty-five feet away from a building entrance, exit or emergency access/exit;
 - (5) twenty-five feet away from the main entrance to any restaurant;
 - (6) twenty-five feet away from any outdoor dining area associated with any restaurant; and
 - (7) ten feet from another Food Truck on the same property.
- C. A Food Truck shall be sited in a location that does not:
 - (1) obstruct, hinder or interfere with the free flow of pedestrian, bicycle or motor vehicular traffic;
 - (2) restrict visibility at any driveway or intersection;

- (3) unreasonably interfere with the activities of other businesses, or otherwise interfere with other lawful activities, or violate any statutes, ordinances, or other laws; and
 - (4) restrict fire apparatus access roads.
- D. No more than one Food Truck shall be permitted per single tax lot at any one time, unless otherwise authorized under a Special Event Permit.
 - E. No more than one Annual Location Food Truck permit may be issued per single tax lot per Year, and only on a tax lot where there is no building.
 - F. The maximum size of a Food Truck shall be 256 square feet, measured from the exterior faces of the Food Truck.
 - G. A Food Truck operated under an Annual Floating Food Truck Permit may not operate on the same property for a continuous period of time in excess of six hours, and may not operate at the same property in excess of once per month; however, this prohibition relating to the frequency of operating at the same property (not more than once per month) shall not be applicable to a Food Truck that is operating at a particular property for less than thirty continuous minutes to a maximum of two times in one day. The holder of an Annual Floating Food Truck Permit may also operate as a roving food truck, in accordance with the rules and regulations of Chapter 18, Hawking and Peddling, including but not limited to §18-10 (G), as same may be amended, without the necessity of obtaining a separate Hawking and Peddling license.
 - H. Food Truck sales or dispensing as authorized for a Private Event shall be limited to a 12-hour time period, between the hours of 9:00 a.m. and 9:00 p.m. and shall serve private event attendees only (not the general public). No more than two Private Event Permits per calendar year shall be issued or authorize operation of a Food Truck at the same property. An application for the Private Event Permit shall be completed, executed and submitted by the Food Truck operator, which shall include authorization from the property owner.
 - I. A holder of an Annual Floating Permit may operate a Food Truck at Private Events, in accordance with the regulations of this Chapter, without the necessity of obtaining a separate permit. In such circumstance, an application for the Private Event Permit shall be completed, executed and submitted by the Food Truck Operator, with authorization from the owner of the property.

§16-5. Operations.

- A. Food truck operators shall operate the Food Truck in conformance with any and all applicable governmental health regulations, standards, laws and statutes and all applicable codes, rules and regulations of the Uniform Fire Prevention and Building Code of New York State.
- B. When operating on private property pursuant to a valid permit issued pursuant to this section, a Food Truck shall be allowed a single freestanding sign not greater than ten square feet in size as measured on one side of a two-sided sign or placard, in addition to the following:
 - (1) there shall be no limit on the size, or number of signs, painted or permanently affixed on the truck; and

- (2) signs that are painted or permanently affixed to Food Trucks shall not be mounted perpendicular to the Food Truck, and shall not protrude beyond the exterior body of the Food Truck.

C. The hours of operation of Food Trucks shall be as follows:

- i. between 6:00 a.m. and 9:00 p.m. in a non-residential zoning district;
- ii. between 9:00 a.m. and 9:00 p.m. in a residential zoning district;
- iii. between 9:00 a.m. and 9:00 p.m. when operating as authorized under Chapter 18.

D. Food Truck Operators shall provide trash and recycling receptacles and are responsible for the proper and lawful disposal of waste and trash associated with the operation of the Food Truck, and shall properly remove and dispose of all waste and trash associated with their operation as necessary to maintain the health and safety of the public. All liquid waste, oil and grease shall be properly and lawfully disposed of, and shall not be spilled or discharged in, near or on streams, wetlands, storm drains, lawns, sidewalks, streets or other public spaces, or in sanitary sewers or septic tanks that are not equipped with a grease trap.

E. The Food Truck Operator may provide outdoor seating, when located on private property, so long as it is sited consistent with the provisions of §16-4 herein; and shall not exceed eight total seats.

F. With the exception of allowable outdoor seating areas and trash receptacles, all equipment required for the operation of a Food Truck shall be contained within, attached to, or located within five feet of the Food Truck.

G. Lighting is prohibited, except for (i) signage affixed to the Food Truck, (ii) minimal safety lighting for pedestrians and motor vehicles of customers, and (iii) lighting that is used within the inside of the Food Truck for service operations.

H. Tents and canopies are prohibited. Awnings shall only be permitted if they are attached to the Food Truck; and umbrellas shall only be permitted if they are attached to a picnic table.

I. Amplified sound of any kind, including but not limited to loudspeakers, public address (PA) systems, and the playing of music as part of Food Truck operations is prohibited.

J. Power generators are prohibited during the operation of Food Trucks as authorized herein; unless the power generator meets all of the following criteria: (i) does not exceed 80 decibels as measured from the location of the generator, (ii) does not exceed 2 hours of consecutive operation within a 4 hour period, and (iii) complies with all other applicable Orangetown Code provisions, including, but not necessarily limited to, Chapter 22 (Noise); A power generator shall not be operated during the following time periods:

- (1) in any Zoning District, other than a residential Zoning District, prior to 7:00 a.m. or after 8:00 p.m.;
- (2) in any residential Zoning District prior to 10:00 a.m. or after 6:00 p.m., Monday through Friday; prior to 10:00 a.m. or after 7:00 p.m. on Saturday; and prior to 10:00 a.m. or after 5:00 p.m. on a Sunday or legal holiday.

§16-6. Suspension or revocation of a Food Truck Permit.

- A. The Town Clerk may issue a notice of intent to suspend or revoke a Food Truck Permit (“notice”) to a Food Truck Operator for operating a Food Truck in violation of the provisions of this Chapter, which notice shall describe the violation and require that the Food Truck Permit holder and any private property owner where permission has been granted, immediately cure the violation. Said notice shall be sent to the Food Truck Permit holder and/or private property owner (1) by electronic mail (i.e., email) to the email address submitted with the Food Truck Permit application, or by (2) posting at the place of business of the Food Truck and at the property location.
- B. If the holder of the Food Truck Permit fails to immediately cure the violation, then the Town Clerk may suspend or revoke the Food Truck Permit.
- C. A Food Truck Permit holder shall be entitled to request a hearing to appeal the Town Clerk’s suspension or revocation of a Food Truck Permit, which hearing shall be held before the Town Board, upon application made by the Food Truck Permit holder to the Town Clerk demonstrating that the Food Truck Permit holder was not in violation of the Food Truck Permit. The Town Clerk’s suspension or revocation of a Food Truck Permit shall remain enforceable and in effect, unless reversed or modified by the Town Board as a result of said hearing, which hearing shall be held within 45 days of said application by the Food Truck Permit holder, or as soon thereafter as the Town Board is able to schedule the hearing.

§16-7. Enforcement and administration.

- A. The provisions of this Chapter shall be administered by the Town Clerk; and shall be enforced by the Orangetown Police Department and/or any other Orangetown Department that has jurisdiction over any aspect of the Food Truck operation, including, but not necessarily limited to, the (1) Highway Department, (2) Department of Parks, Recreation and Buildings, (3) Department of Environmental Management and Engineering, (4) Bureau of Fire Prevention, and (5) OBZPAE; including, but not limited to, the authority to issue summonses and/or appearance tickets in the Orangetown Justice Court for any violations of this Chapter.

§16-8. Penalties for offenses.

Any person who shall operate a Food Truck as herein defined without a license or who shall violate any of the provisions of this chapter, or who shall continue to operate a Food Truck subsequent to the revocation of their license, shall be subject to a penalty as follows:

- A. A violation of this Chapter shall be deemed an offense, and not a crime. Any person or entity who shall violate any provision of this Chapter shall, upon conviction, be subject to the penalties set forth in Chapter 41A of the Orangetown Code; except for imprisonment, which shall not be a penalty.
- B. Conviction of a violation of this Chapter shall constitute, and effect, an immediate forfeiture of any Food Truck Permit issued to the person or entity so convicted.
- C. Without limiting any other remedy, the Town Board may also maintain a civil action or proceeding, in the name of the Town of Orangetown, in a court of competent jurisdiction, to compel compliance with, or to restrain by injunction the violation of, this Chapter.

Section 3. Authority

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

Section 4. Severability

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

Section 5. Effective Date

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

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

*Attorney-At-Law • Professional Engineer
4 Independence Avenue, Tappan, New York 10983*

Phone 845-359-2210

Fax 845-359-8070

April 2, 2024

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

Re: Petition for Zone Change from
MFR to RG for a portion of
283 N Middletown Road, Pearl River, New York 10965
Section 68.12 Block 3 Lot 24
24-2925

TOWN OF ORANGETOWN
2024 APR -2 P 3:33
TOWN CLERK'S OFFICE

Dear Supervisor Kenny and Members of the Town Board:

My client 283 NMR, LLC. Is attempting to develop two residential lots at the rear of 283 N. Middletown Road, Pearl River.

The Town in 2008 changed the Zone on the property for the benefit of the prior owner. However, the change required an additional land area of 0.156 sq. ft. to permit the new owner to obtain the 2 lots.

Accordingly, I enclose (1) a Petition for the Zone Change and (2) a Entity Disclosure Form.

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

If you require additional information feel free to call me.

Very truly yours,



Donald Brenner

DB/hi

Enclosures

cc: Town Attorney
Town Clerk
283 NMR, LLC

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

TOWN OF ORANGETOWN
2021 APR -2 P 3:38
TOWN CLERK'S OFFICE

-----X
IN THE MATTER OF THE
PETITION OF
283 NMR, LLC
AMENDMENT TO THE ZONING ORDINANCE
OF THE TOWN OF ORANGETOWN FROM AN
"MFR" DISTRICT TO AN "RG " DISTRICT
-----X

PETITION

TO THE TOWN BOARD OF
THE TOWN OF ORANGETOWN

The undersigned Petitioner respectfully petitions your Honorable Board as follows:

FIRST:

283 NMR, LLC, is the owner of property located in the hamlet of Pearl River,
more particularly bounded and described in Addendum A, annexed hereto.

SECOND:

The property described in Addendum A is known and designated on the Tax Map
of the Town of Orangetown as:

<u>Section</u>	<u>Block</u>	<u>Lot</u>
68.12	3	24

THIRD:

Annexed hereto and marked Exhibit A is a copy of the Map of the subject of the
Petition; Exhibit B is a copy of the Land Area and Zoning Map; and Exhibit C is a copy of the

Vicinity Map of the subject of the Petition and of the surrounding parcels.

FOURTH:

Annexed hereto and marked Addendum B is the portion of the property which is the subject of this Petition.

FIFTH:

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

SIXTH:

The property which is the subject of this Petition comprises approximately 0.156 acres, which is a portion of the full tax lot which comprises 1.83 acres. However, in 2008 the Town Board granted a zone change of 0.54 acres from MFR to RG. The zone change was granted so that the prior owner could build their own house on the property which was adjacent to their Business. The new owner does not want to live on the property. Therefore, this slight difference would enable them to use the property for two residential lots.

SEVENTH:

Said property is presently zoned "MFR".

EIGHTH:

Pursuant to the Town Law of the State of New York, and the Zoning Ordinance of the Town of Orangetown, Petitioner hereby requested that the Zoning Ordinance be amended to place a portion of the aforesaid real property, as described in and shown in Exhibit C, in an RG Zoning District, which would allow the development of two residential houses within the zone.

NINTH:

That said proposed change would be compatible with the present and proposed use of the adjoining and neighboring properties to the west and south.

TENTH:

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

(A) the development of the property under an RG Zone would establish a new tax ratable;

(B) the development of the property under an RG Zone would fill a need for a residents in the Town of Orangetown;

(C) the development of the property under an RG Zone would be consistent with the general character of the immediate area surrounding the subject premises, which is principally residential and zoned RG. In fact, a residency adjacent to the Town's street would be more desirable than the development under the existing zone;

(D) the development of the parcel under an RG Zone would permit the developer to install public water and sewers to this location and accommodate the Town in its Cherry Brook Drainage Project; and

(E) the granting of such relief as is sought in this Petition will be the most appropriate use of the subject parcel, will promote the general health and welfare of the community, will preserve property values and will be beneficial to the owner.

ELEVENTH:

That the parcel which is the subject of this Petition can best be developed under

the proposed RG Zone.

TWELFTH:

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

- (1) any City, Town, or Village boundary line;
- (2) any County or State park or recreation area;
- (3) any right-of-way of any State park or recreation area, expressway, or other limited access highway;
- (4) any County or State land on which a public building or institution is situated.

THIRTEENTH:

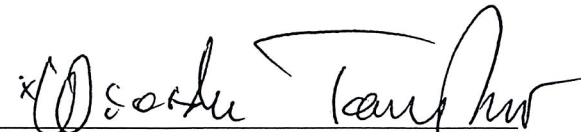
That the overall project is within 500 feet of a County Road, North Middletown Road, but the parcel on which the Petitioner is seeking re-zoning is not within 500 feet of the County Road.

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

Dated: April 1, 2024

Respectfully submitted,

283 NMR, LLC

BY: 
WIESLAW TARNOWSKI

BY: 
AGNIESZKA TARNOWSKI

EXHIBIT A

EXHIBIT B

EXHIBIT B

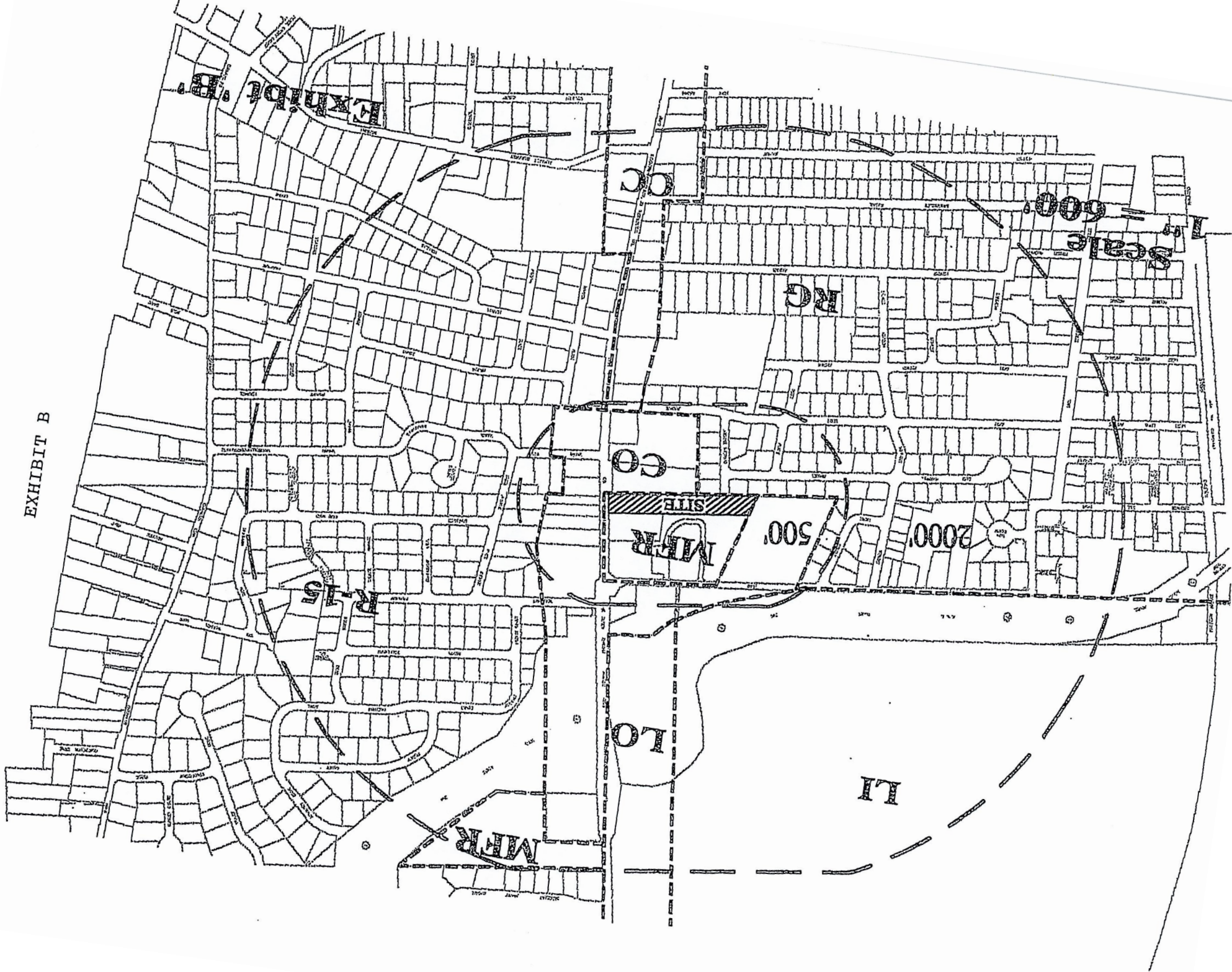


EXHIBIT C



SITE

Exhibit 'C'
1" = 500'

ADDENDUM A

ADDENDUM A

All that certain plot, piece or parcel of land with improvement erected thereon, situate lying and being in Pearl River, Town of Orangetown, Rockland County, New York, being more particularly bounded and described as follows:

BEGINNING at a point lying 823.53 feet west of Middletown Road, said point being the south westerly corner of lands now or formerly Bounadonna as described in Instrument No. 2000 - 19117 filed in the Rockland County clerk's office, and the southwest corner of the parcel about to be described and running thence

North 29 degrees 19 minutes 00 seconds East 110.33 feet

THENCE South 85 degrees 47 minutes 00 seconds East 774.28 feet

THENCE South 02 degrees 49 minutes 00 seconds West 99.94 feet

THENCE North 85 degrees 47 minutes 00 seconds West 823.53 feet to the **POINT OR PLACE OF BEGINNING.**

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.83 Acres more or less.

ADDENDUM B

ADDENDUM B

All that certain plot, piece or parcel of land with improvement erected thereon, situate lying and being in Pearl River, Town of Orangetown, Rockland County, New York, being more particularly bounded and described as follows:

BEGINNING at a point lying 823.53 feet west of Middletown Road, said point being the south westerly corner of lands now or formerly Bounadonna as descibed in Instrument No. 2000 - 19117 filed in the Rockland County clerk's office, and the southwest corner of the parcel about to be described and running thence

North 29 degrees 19 minutes 00 seconds East 110.33 feet

THENCE South 85 degrees 47 minutes 00 seconds East 211.81 feet

THENCE South 04 degrees 13 minutes 00 seconds West 99.91 feet

THENCE North 85 degrees 47 minutes 00 seconds West 258.61 feet to the **POINT OR PLACE OF BEGINNING.**

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.5395 Acres more or less.

ADDENDUM C

WIS	PRINT KEY	NAME	ADDRESS
92489	68.08-1-2	American Cyanamid Co Pfizer Inc - Indirect Tax	100 Route 206 North,Peapack, NJ 07977
92489	68.08-1-3	American Cyanamid Co Pfizer Inc - Indirect Tax	100 Route 206 North,Peapack, NJ 07977
32489	68.08-1-4	J & M North Corp	327 N Middletown Rd,Pearl River, NY 10965
32489	68.12-3-17	Kevin Emsworth	117 E Carroll St,Pearl River, NY 10965
32489	68.12-3-18	Mary Ellen O'Callaghan	119 E Carroll St,Pearl River, NY 10965
32489	68.12-3-19	Thomas N Buzzell Jr	4 Coyen Pl,Palm Coast, FL 32137
32489	68.12-3-20	Teresa Bednarski	133 E Carroll St,Pearl River, NY 10965
32489	68.12-3-21	Town Of Orangetown	26 Orangeburg Rd,Orangeburg, NY 10962
32489	68.12-3-22./152	James Coen	152 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./154	Mary M Princi	154 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./156	Patricia Van Zandt	156 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./158	Kathleen Keena	158 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./160	Thomas P Lenihan	160 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./162	Robert Simon	162 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./164	Diane Dunne	164 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./166	Rute D Almeida	166 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./252	Raphial Fogarty	252 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./254	Peter McAleer	254 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./256	John Bradley	256 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./258	Ann N Finnegan	258 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./260	John T Dillon	260 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./262	Doreen Feller	262 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./264	Ruth Puca	264 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./266	Cheryl L Hoyt	266 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./352	Patrick Casey	352 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./354	Lucito Jao	354 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./356	Camille Paccione	356 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./358	Ann P Mc Garry	358 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./360	Anne Maria Pettus	360 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./362	Thomas Montgomery	362 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./364	Antonina Poggioreale	364 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./366	Kenneth Mulderig	366 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./452	Ann Gaudio	452 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./454	Mary Farrell	454 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./456	Maria A Scarano	456 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./458	James Dinan	458 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./460	John P Keegan	2 Woodway Dr,Pearl River, NY 10965
32489	68.12-3-22./462	Philip S Benigno	462 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./464	Daniel Carlin	464 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./466	Michael Comerford	466 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./552	Janet A Canale	552 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./554	Francie F Sales-Oliveros	554 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./556	John J Carney	556 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./558	Camille Iannazzo	558 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./560	Athanasios Maniopoulos	560 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./562	Christina Mueller	562 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./564	Lillian Murphy	564 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./566	Maria L Portoro	566 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./652	Eileen T Mc Hale	652 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./654	Matthew Meck	654 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./656	James F Sullivan	656 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./658	Brendan M Dowling	658 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./660	Arlene Tauken c/o Steven Lanoco	9221 Fairoak Dr,Sherrills Ford, NC 28673
32489	68.12-3-22./662	Regina Blake	662 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./664	Amy L Urquhart	664 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./666	Jan Los	668 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./752	Christine Mancuso	752 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./754	John Graviano	754 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./756	Patricia Finucane	756 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./758	Frances M Passamonte	758 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./760	Katie J Carinci	760 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./762	Ying I Eng	762 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./764	Thomas G Coffey	764 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./766	Eulogia Rodriguez	766 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./852	Anthony Ramunno	852 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./854	Lynn Marsico	854 E Crooked Hill Rd,Pearl River, NY 10965
32489	68.12-3-22./856	Nereida Hernandez	856 E Crooked Hill Rd,Pearl River, NY 10965

SWIS	PRINT KEY	NAME	ADDRESS
192489	68.12-3-22./858	Danny Chin	858 E Crooked Hill Rd,Pearl River, NY 10965
192489	68.12-3-22./860	Mary E Finn	860 E Crooked Hill Rd,Pearl River, NY 10965
192489	68.12-3-22./862	Andrea Fusco	862 E Crooked Hill Rd,Pearl River, NY 10965
192489	68.12-3-22./864	Andrea O'Meara	864 E Crooked Hill Rd,Pearl River, NY 10965
192489	68.12-3-22./866	Dawn Pike	866 E Crooked Hill Rd,Pearl River, NY 10965
192489	68.12-3-23	G & M South Pearl Corp	171 W Park Ave,Pearl River, NY 10965
192489	68.12-3-24	283 NMR LLC	P.O. Box 662,Orangeburg, NY 10962
92489	68.12-3-25	275 N Middletown LLC	9 Periman Dr Ste 215, Spring Valley, NY 10977
92489	68.12-3-26	247-249 N Middletown Rd LLC	169 Route 303,Valley Cottage, NY 10989
92489	68.12-3-27	247-249 N Middletown Rd LLC	169 Route 303,Valley Cottage, NY 10989
92489	68.12-3-28	Kieran Creighton	20 Charles St,Pearl River, NY 10965
92489	68.12-3-29	Kaith Kang	16 Charles St,Pearl River, NY 10965
92489	68.12-3-30	Michael Treacy	12 Charles St,Pearl River, NY 10965
92489	68.12-3-31	John Considine	8 Charles St,Pearl River, NY 10965
92489	68.12-3-32	Christina Hennessy	4 Charles St,Pearl River, NY 10965
12489	68.12-3-33	Lenora Dolan	7 Charles St,Pearl River, NY 10965
12489	68.12-3-34	Basil & Lorraine Siragusa	11 Charles St,Pearl River, NY 10965
12489	68.12-3-35	Juan Peralta	130 E Carroll St,Pearl River, NY 10965
12489	68.12-3-36	Denis M Collins	126 E Carroll St,Pearl River, NY 10965
12489	68.12-3-37	Kelly Fernandez	118 E Carroll St,Pearl River, NY 10965
12489	68.12-3-51	Sharyn De Gregory	123 E Lewis Av,Pearl River, NY 10965
12489	68.12-3-52	Christopher Nubla	129 E Lewis Ave,Pearl River, NY 10965
12489	68.12-4-9	David Allen	132 E Lewis Ave,Pearl River, NY 10965
12489	68.12-4-10	Andrew Duggan	140 E Lewis Ave,Pearl River, NY 10965
12489	68.12-4-11	Daniel E Rogoski	146 E Lewis Ave,Pearl River, NY 10965
12489	68.12-4-12	Margaret Mulligan	154 E Lewis Av,Pearl River, NY 10965
2489	68.12-4-13	Avenir Sylva	162 E Lewis Ave,Pearl River, NY 10965
2489	68.12-4-14	Nicholas Spadaccini	168 E Lewis Av,Pearl River, NY 10965
2489	68.12-4-15	Bruce S Fox	180 E Lewis Ave,Pearl River, NY 10965
2489	69.09-1-1	Michael Wright	P.O. Box 349,Ellenville, NY 12428
2489	69.09-1-38	Neil Greskiewicz	268 N Middletown Rd,Pearl River, NY 10965
2489	69.09-1-39	Messer & Susslin & Others	274 No Middletown Rd,Pearl River, NY 10965
2489	69.09-1-40	Martin Kuhn	56 Rolfe Pl,Pearl River, NY 10965
2489	69.09-1-41	Optimal Care of Rockland LLC	103 Highview Rd,Suffern, NY 10901
2489	69.09-1-42	Michael R Strazza	286 No Middletown Rd,Pearl River, NY 10965

April 29, 2024

VIA EMAIL: rsfraga@orangetown.com

Rosanna Sfraga
Town Clerk
Town of Orangetown
26 W. Orangeburg Road
Orangeburg, New York 10962

Re: Rockland Cider Works, LLC: Request for Adjournment of Continued Public Hearing Scheduled for May 7, 2024

Dear Ms. Sfraga:

My firm represents Rockland Cider Works (“RCW”). As you know, the continuance of the public hearing concerning RCW’s Verified Petition for Zoning Text Amendment is scheduled for Tuesday May 7, 2024.

I am writing to respectfully request that the continued hearing be adjourned until June 25, 2024.

If you have any questions, please feel free to contact me at (845) 323-4940. Thank you for your consideration.

Respectfully submitted,
McGOWAN LAW, PLLC

/s/ John W. McGowan

JOHN W. MCGOWAN

cc: Town Board
Town of Orangetown
(via email)

**TOWN OF ORANGETOWN, ROCKLAND COUNTY
ZONING TEXT AMENDMENT**

**STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

DATE: May 7, 2024

LEAD AGENCY: The Town Board of the Town of Orangetown
Orangetown Town Hall
26 Orangeburg Road
Orangeburg NY 10962

This Notice is issued pursuant to Part 617 of the implementing regulations of Article 8 (SEQRA) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant effect on the environment.

TITLE OF ACTION:

Adoption of Local Law No. __ of 2024 of the Town of Orangetown, amending the Town Zoning Law, and Zoning Map, to clarify and to the extent necessary alter the zoning line for the parcel known as 636 N. Greenbush Road in the hamlet of Blauvelt tax lot 65.15/1/1 which parcel lies partially in the R40 (Medium Density Residential) zoning district and partially in the LO (Laboratory Office) zoning district, to make the zoning line consistent with previous approvals and the neighboring property .

SEQRA STATUS:

Unlisted Action

DESCRIPTION OF ACTION:

The proposed action consists of a change to the are where the zoning line between R40 and LO runs through the parcel known as 636 N. Greenbush Road in the hamlet of Blauvelt, tax lot 65.15/1/1, which zoning line has been in dispute.

DETERMINATION:

There will be no significant adverse environmental impact(s) as a result of the proposed action.

REASONS SUPPORTING THIS DETERMINATION:

The proposed action clarifies, and to the extent necessary moves the zoning line demarcation of the parcel so that it is consistent with the demarcation line as continued from the neighboring parcel, with the zoning of R40 remaining to be the zoning classification on the western portion of the premises and the LO remaining to be the zoning classification on the eastern portion of the premises.

The change is consistent with the previous zoning classifications for this area, and makes the zoning line a contiguous straight line from the neighboring property, taking out the existing “jag” in the line as shown on the most recent Town zoning map; is consistent with the Town’s Master Plan; and is otherwise in the best planning and zoning interests of the Town and the owners’ of the parcels, each of whom has requested the change of zoning classification.

In addition, both the Town Planning Board, pursuant to Town Code Chapter 43, § 10.5, and the County Planning Department, pursuant to General Municipal Law §§ 239 L & M, have reviewed the proposed law, and neither has concluded that the proposed action will have any significant adverse impact.

POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:

Based on the Short Environmental Assessment Form, prepared by the Town’s Director of the Office of Building, Zoning, Planning and Enforcement, and the Town Board’s familiarity with the parcels and the area in which they are situated, the Town Board has concluded that there will be no significant environmental impacts by the adoption of the zoning change specifically relating to:

- Traffic;
 - Agricultural Land Resources
 - Historic and Archaeological Resources
 - Surface or Groundwater Quantity or Quality
 - Critical Environmental Areas
 - Energy
 - Public Health
 - Air Quality and Noise Levels
 - Human Health, or
 - Future Development of Adjacent and Nearby Lands
-

In summary, after having taken a hard look at the potential environmental impacts associated with the proposed action, the Town Board concludes that such action will not result in a significant adverse environmental impact

For Further Information, Contact:

Town Supervisor Teresa M. Kenny
Town Hall, Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962
(845) 359-5100



DEPARTMENT OF PLANNING

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

Douglas J. Schuetz
Acting Commissioner

Richard M. Schiafo
Deputy Commissioner

April 30, 2024

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

Tax Data: 65.15-1-1

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M

Map Date: 02/22/2024

Date Review Received: 04/05/2024

Item: 636 NORTH GREENBUSH ROAD (O-952P)

A zoning map amendment to adjust the zoning district boundary on a 17.31-acre split-zoned parcel within the LO (Laboratory-Office) and R-40 (Low-Density Residence) districts. The petitioner wants to adjust the district boundary on the official zoning map so that it is contiguous with the split on the property to the south. The petitioner is proposing to use the LO portion of the site to construct a 120,000 square foot self-storage building.

South side of the Clarkstown Town Line, east side of NYS Route 303, west side of North Greenbush Road, opposite Birchwood Drive

Reason for Referral:

Town of Clarkstown, NYS Route 303, North Greenbush Road (CR 11), Buttermilk Falls County Park

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

****Recommend the following modifications***

- 1 According to the Zoning Line Confirmation Survey, the proposed zone line to be confirmed is based on the approximate zone line as per the Preliminary "Palladino" Subdivision. The petition will relocate the LO zoning district boundary approximately 354.33 feet away from the eastern property line along southern property line. The Town Board must be satisfied that the change in the district boundary does not negatively impact the nearby residences across North Greenbush Road to the east of the subject site.
- 2 The County of Rockland Department of Highways shall have the opportunity to review the proposal and any of their concerns addressed.
- 3 The County of Rockland Division of Environmental Resources shall have the opportunity to review the proposal and any of their concerns addressed.

636 NORTH GREENBUSH ROAD (O-952P)

4 The Town of Clarkstown is one of the reasons this proposal was referred to this department for review. The municipal boundary for Clarkstown adjoins the northern property line of the site. New York State General Municipal Law states that the purposes of Sections 239-l, 239-m and 239-n shall be to bring pertinent inter-community and countywide planning, zoning, site plan and subdivision considerations to the attention of neighboring municipalities and agencies having jurisdiction. Such review may include inter-community and county-wide considerations with respect to the compatibility of various land uses with one another; traffic generating characteristics of various land uses in relation to the effect of such traffic on other land uses and to the adequacy of existing and proposed thoroughfare facilities; and the protection of community character as regards to predominant land uses, population density, and the relation between residential and nonresidential areas. In addition, Section 239-nn was enacted to encourage the coordination of land use development and regulation among adjacent municipalities, and as a result development occurs in a manner that is supportive of the goals and objectives of the general area.

The Town of Clarkstown must be given the opportunity to review the proposal and its impact on community character, traffic, water quantity and quality, drainage, stormwater runoff and sanitary sewer service. The areas of countywide concern noted above that directly impact the Town of Clarkstown must be considered and satisfactorily addressed, as well as any additional concerns about the proposal.

5 We request the opportunity to review the site plan of the proposed self-storage building, as required by New York State General Municipal Law.

6 Pursuant to New York State General Municipal Law (GML) Sections 239-m and 239-n, if any of the conditions of this GML review are overridden by the board, then the local land use board must file a report with the County's Commissioner of Planning of the final action taken. If the final action is contrary to the recommendation of the Commissioner, the local land use board must state the reasons for such action.

7 In addition, pursuant to Executive Order 01-2017 signed by County Executive Day on May 22, 2017, County agencies are prohibited from issuing a County permit, license, or approval until the report is filed with the County's Commissioner of Planning. The applicant must provide to any County agency which has jurisdiction of the project: 1) a copy of the Commissioner's report approving the proposed action or 2) a copy of the Commissioner of Planning recommendations to modify or disapprove the proposed action, and a certified copy of the land use board statement overriding the recommendations to modify or disapprove, and the stated reasons for the land use board's override.



 Douglas J. Schuetz
 Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown
 New York State Department of Transportation
 Rockland County Highway Department
 Rockland County Division of Environmental Resources
 Town of Clarkstown Planning Board

Rockland County Planning Board Members

**NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings. The review undertaken by the County of Rockland Department of Planning is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The County of Rockland Department of Planning defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.*

636 NORTH GREENBUSH ROAD (O-952P)

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

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-n(6), the referring body shall file a report of final action it has taken with the County of Rockland Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

Stormpeak Enterprises, Inc.
d/b/a
The Washing Board Laundromat
10 South Main Street
Pearl River, NY 10965

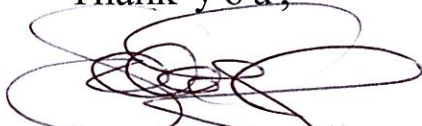
March 25, 2024

Town Of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Attn: Robert Magrino Esq., Town Attorney

I am requesting the performance bond be waived for the contract we were awarded for the term of 1/1/24 - 12/31/2025 for washing, dry cleaning and minor repair services for police uniforms. I am requesting this due to our more than 20 years' positive performance history of this service.

Thank you,



Joann Incognoli

MUNICIPALITY/SPONSOR: **TOWN OF ORANGETOWN**

PROJECT ID NUMBER (PIN): **8TRM.86** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Date Prepared: **11/20/2023** By: **GC**

Initials

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

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

and

the **Town of Orangetown** (the "Municipality/Sponsor")
acting by and through **the Town Supervisor**
with its office at **26 Orangeburgh Road, Orangeburgh, NY 10962.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Orangetown Gas Powered Vehicle Replacements, Town of Orangetown, Rockland County, PIN 8TRM86** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

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

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

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

MUNICIPALITY/SPONSOR: TOWN OF ORANGETOWN

PROJECT ID NUMBER (PIN): 8TRM.86 BIN: N/A

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Date Prepared: 11/20/2023 By: GC

Initials

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

MUNICIPALITY/SPONSOR: **TOWN OF ORANGETOWN**

PROJECT ID NUMBER (PIN): **8TRM.86** BIN: **N/A**

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Date Prepared: **11/20/2023** By: **GC**

Initials

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

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

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

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

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

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

MUNICIPALITY/SPONSOR: **TOWN OF ORANGETOWN**

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Initials

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

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

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

4.2.3 *Marchiselli Extended Records Retention Requirements*.

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

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

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

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

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

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

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

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

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

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

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

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

8. *Municipal/Sponsor Liability.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. *Notice Requirements.*

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

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

New York State Department of Transportation (NYSDOT)

Name: **Orietta Trocard**

Title: **Regional Local Projects Liaison**

Address: **4 Burnett Boulevard, Poughkeepsie, NY 12603**

Telephone Number: **845-437-3386**

Facsimile Number: **845-431-5988**

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

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[Municipality/Sponsor] Town of Orangetown

Name: **Teresa M. Kenny**

Title: **Town Supervisor**

Address: **26 Orangeburg, Orangeburgm NY 10962**

Telephone Number: **845-359-5100 x2293**

Facsimile Number: **845-359-2623**

E-Mail Address: **supervisor@orangetown.com**

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

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

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

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

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

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

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

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

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

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

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

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

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Comptroller's Contract Number: _____

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

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

Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

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

Date: _____

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

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

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

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

A1. Preliminary Engineering (“PE”) Phase

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

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

A2. Right-of-Way (ROW) Incidentals

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

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

B. Right-of-Way (ROW) Acquisition

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

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(To be included in all contracts)

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

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

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

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

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

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

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

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

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

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

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

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

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

FEDERAL SINGLE AUDIT REQUIREMENTS

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

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

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

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

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

THE CFDA IDENTIFICATION NUMBER

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

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

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

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

PROMPT PAYMENT MECHANISMS

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

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

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

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

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

² <http://www.cfda.gov/>

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

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

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

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

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

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

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

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

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

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

ORANGETOWN HIGHWAY DEPARTMENT TRAINING REQUEST

Name ALPHONSE SOMMA Title AUTO MECHANIC I Years in Title 18

Course PUBLIC FLEET MANAGEMENT

Date (include alternate) ^{12/5 + 12/6} 1. 12/12 + 12/13 2. _____

Employee Time Requested: hrs. vacation _____ hrs. personal leave _____

Highway Time Requested: hrs. 8

Cost of Course: \$ 225.00

Employee will pay: (x) \$ 225.00

Employee would like Highway to pick up cost: (x) \$ 225.00 *Alphonse Somma*

Explain benefit to Highway Department:
TO BETTER PREPARE ME FOR A SUPERVISOR
POSITION IN THE FUTURE

I have taken HMS I (x) _____ HMS II (x) _____ or HMS III _____ (x) Supervisor test.

Department review: _____

Approved (x) X

Denied (x) _____

Signature: *[Signature]*

Title: Supervisor of Highways MD 4/10/24

Date Signed: 4.10.24



Order

Sales Order #: 000636372
Total: USD 225.00

From American Public Works Association
American Public Works Association
PO Box 505612
St. Louis, MO 63150-5612
(800) 848-2792
<https://www.apwa.org>

To Alphonse Somma
8 Roland Court
Nanuet
New York
10954
United States

Line Description	Quantity	List Price	Sale Price	Total
Certificate Attendee Registration (Non- Member) (Public Fleet Management Certificate)	1	USD 225.00	USD 225.00	USD 225.00

Subtotal USD 225.00

Total USD 225.00

Balance Due USD 0.00

THE AMERICAN PUBLIC WORKS ASSOCIATION

IS PLEASED TO PRESENT THIS CERTIFICATE TO



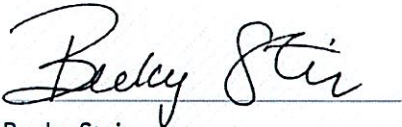
Alphonse Somma

FOR THE COMPLETION OF


THE PUBLIC FLEET MANAGEMENT PROGRAM

Virtual Program December 2023

The recipient of this certificate is awarded .8CEUS/8PDH credits for completion of the workshop.



Becky Stein
Chief Learning Officer



Deanne Cross
Associate Director of Education



ORANGETOWN HIGHWAY DEPARTMENT TRAINING REQUEST

Name William m Lennox Title Automotive Tech. Years in Title 10+

Course Fleet and Equipment Management.

Date (include alternate) 1. Sept 24 2024 2. Oct 2 2024

Employee Time Requested: hrs. vacation _____ hrs. personal leave _____

Highway Time Requested: hrs. 8

Cost of Course: \$ 225.00

Employee will pay: (x) _____

Employee would like Highway to pick up cost: (x) X

Signature [Handwritten Signature]

Explain benefit to Highway Department:

The most important aspect is keeping the fleet as safe as possible. Extending vehicles life span, Improve fuel efficiency and reduce our carbon footprint.

I have taken HMS I (x) _____ HMS II (x) _____ or HMS III _____ (x) Supervisor test.

Department review: _____

Approved (x) X

Denied (x) _____

Signature: [Handwritten Signature]

Title: Supervisor of Highway

Date Signed: 4.22.24

[Handwritten Signature]



<http://www.apwa.org/>



[\(/#facebook\)](#)

[\(/#x\)](#)

[\(/#linkedin\)](#)

<https://www.addtoany.com/share#url=https%3A%2F%2Fwww.apwa.org%2Fevent%2Fpublic-fleet-management-certificate-2%2F&title=Public%20Fleet%20Management%20Certificate%20%E2%80%93%20American%20Public%20Works%20Association>



Learn from the experts who developed the program. This is an eight-hour program, designed for fleet managers, including new fleet managers or those who aspire to become fleet managers. The program will provide an overview of the many skills and areas of knowledge fleet managers need to be successful, including organization structures, communication, procurement, purchasing, finance, and fleet operations.

By continuing to browse the site you are agreeing to our use of cookies and similar tracking technologies described in our [privacy policy \(/privacy-policy/\)](#). After completing this course, participants will be better able to:



1. Describe the role of a fleet manager and determine the benefits of enhanced communication with customers (<https://www.apwa.org/>)
2. Recall basic finance and technology issues related to fleet management and identify global issues and their impact on fleet management.
3. Explain common industry best practices.

The format blends the best of live face-to-face with the convenience of online learning. The workshop will be held over 2 weeks, 2 days each week, for 2 hours, on September 24, 25, and October 1, 2 from 10:00 a.m.–12:00 p.m. Central each class day.

Live sessions will be recorded, and participants can either go back and revisit the material at a later date or catch up on a session they missed.

This course is approximately 8 hours in duration and is eligible for .7 CEU credits upon completion.

LAST DAY TO REGISTER: September 19, 2024

Joining instructions will be sent out after registration closes on September 19, 2024.

Register Now (<https://my.apwa.org/s/lt-event?id=a1mJx000003QhcHIAS>)

EVENT TIME

September 24, 2024 10:00 am
to
October 2, 2024 12:00 pm

EVENT TYPE

Education

TOPIC

Fleet and Equipment Management

Missouri
United States

By continuing to browse the site you are agreeing to our use of cookies and similar tracking technologies described in our [privacy policy \(/privacy-policy/\)](#).

Related Events



Order

Sales Order #: 000837826

Total: USD 225.00

From American Public Works Association
American Public Works Association
PO Box 505612
St. Louis, MO 63150-5612
(800) 848-2792
<https://www.apwa.org>

To wiliam lennox
47 w carroll st
pearl river
New York
10965
United States

Line Description	Quantity	List Price	Sale Price	Total
Nonmember Ticket (Public Fleet Management Certificate)	1	USD 225.00	USD 225.00	USD 225.00
Subtotal				USD 225.00
Total				USD 225.00

Balance Due

USD 0.00



Receipt

Total: USD 225.00

Payment Method Description: MASTERCARD **1024 (6/2024)

Receipt Number: 0000124006

Date: Apr 16, 2024

From American Public Works Association
American Public Works Association
PO Box 505612
St. Louis, MO 63150-5612
(800) 848-2792
<https://www.apwa.org>

To wiliam lennox
47 w carroll st
pearl river
New York
10965
United States

Order #	Items	Total
000837826	Nonmember Ticket (Public Fleet Management Certificate)	USD 225.00

Memo

Online Payment Transaction

#pi_3P6DRoIN3dR6MZZO1umhDSYm___py_1P6DSS

Amount Paid

USD 225.00

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: Town Board

FROM: James J. Dean, Superintendent of Highways 

DATE: May 3, 2024

RE: **APPROVE AGREEMENT FOR EXPENDITURE OF MONEYS
FOR ORANGETOWN 2024 PAVEMENT PRESERVATION
REPAIR/ IMPROVEMENT PROGRAM**

As per the attached agreement for the expenditure of highway moneys, please place the following resolution on the Tuesday, May 7, 2024 Town Board Meeting Agenda:

RESOLUTION NO. XXX

APPROVE / AGREEMENT EXPENDITURE OF HIGHWAY MONIES / ROCKLAND COUNTY 2024 PAVEMENT PRESERVATION REPAIR / IMPROVEMENT PROGRAM

WHEREAS, pursuant to the provisions of Section 284 of the Highway Law, we agree that monies bonded by the Town and received from the State for State aid for the repair & improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS, the sum of \$ 1,478,000 shall be set aside to be expended for primary work and general repairs upon 14.5 miles of town highways.
2. PERMANENT IMPROVEMENTS, below contains a list of roads which will be treated in the 2024 Pavement Preservation Program:



PEARL RIVER

Adams Ct
Apple Ct
Azalea Dr
Birch St
Buchanan St
Eric Dr
Fillmore St
Franklin Ave
Harding St
Harold St
Jay St
Kerry Ct
Mercury Dr
Mountainview Ave
Pear Cir
Plum Ct
Renee Ln
Robin St
Stone Haven Rd
Van Buren St

ORANGEBURG

Bunker Hill Rd
Deer Park Rd
Fort Lee Pl
Jim Dean Dr
Kingswood Dr
Monmouth Ct
North Queen's Ct
Prince's Gate
Ramland Rd
Rutgers Rd E.
Rutgers Rd W.
South Queen's Ct

BLAUVELT

Blauvelt Rd
Burrows Ln
Derfuss Ln
Eisenhower Ct
Ellsworth Dr
Garber Hill Rd
Glenwood Dr
Holly Ct
Hoover St
John F Kennedy Dr
Johnson Ln
Lapin Ln

Michael Dr
Milton Grant Dr
North Moison Rd
Parkway Drive N.
Paul Ct
Terry Ln

TAPPAN

Brandt Ave
Campbell Ave
Lexington Rd
Rockland Park Ave
Van Wardt Pl

SPARKILL

William St

SOUTH NYACK

Chase Ave
College Ave
Elysian Ave
Lowland Drive
Prospect Street
Ross Ave
Upland Drive
Washington St
White Ave

There will be money spent on other Town Highways as needed to maintain a safe driving surface. This agreement shall take effect when it is approved by the Town Board.

RESOLVED, approve Agreement for expenditure of Highway monies, between the Town Superintendent of Highways of the Town of Orangetown, Rockland County, New York and the undersigned members of the Town Board.

Councilperson XXXXXXXX offered the above resolution, which was seconded by Councilperson XXXXXXXX and was Adopted

**AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS
TOWN OF ORANGETOWN
ROCKLAND COUNTY, NEW YORK**

AGREEMENT between the Town Superintendent of the Town of Orangetown, Rockland County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys bonded by the Town and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of **\$1,478,000.00** shall be set aside to be expended for primary work and general repairs upon **14.5** miles of town highways.
2. PERMANENT IMPROVEMENTS. The attached spreadsheet contains a list of roads which will be treated in the 2024 Pavement Preservation Program.

There will be money spent on other Town Highways as needed to maintain a safe driving surface.

This agreement shall take effect when it is approved by the Town Board.

Executed in duplicate this _____ day of _____, 2024

Supervisor

Councilman

Councilman

Councilman

Councilman

Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

BID ITEM

CURBSIDE COLLECTION, TRANSPORTATION & DISPOSAL OF RESIDENTIAL RECYCLABLE MATERIALS

BID OPENING

11:00AM

DATE

25-Apr-24

CONTRACTOR NAME & ADDRESS

*Charles Caputo & Sons Contracting Inc
47004 Point NY*

DATE RECEIVED	4/24/2024				
TIME RECEIVED	2:59 PM				
NON COLLUSION STATEMENT	✓				
BID BOND or CERTIFIED CHECK	✓				

June 1, 2024 - May 31, 2025

Per Unit	\$ 8.50	\$	\$	\$	\$
Per Month	\$ 102,926.50	\$	\$	\$	\$
Per Year	\$ 1,235,118.00	\$	\$	\$	\$

June 1, 2025 - May 31, 2026

Per Unit	\$ 9.18	\$	\$	\$	\$
Per Month	\$ 111,160.62	\$	\$	\$	\$
Per Year	\$ 1,333,927.44	\$	\$	\$	\$

June 1, 2026 - May 31, 2027

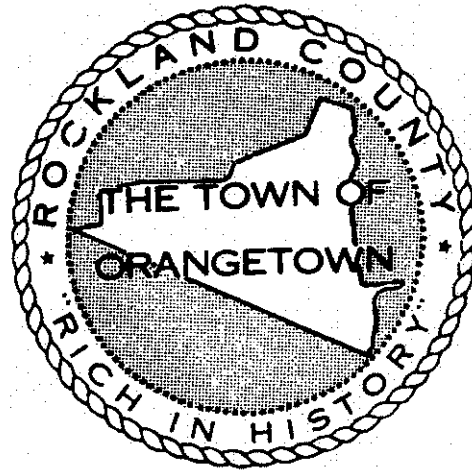
Per Unit	\$ 9.91	\$	\$	\$	\$
Per Month	\$ 120,000.19	\$	\$	\$	\$
Per Year	\$ 1,440,002.28	\$	\$	\$	\$

June 1, 2027 - May 31, 2028

Per Unit	\$ 10.70	\$	\$	\$	\$
Per Month	\$ 129,566.30	\$	\$	\$	\$
Per Year	\$ 1,544,795.60	\$	\$	\$	\$

June 1, 2028 - May 31, 2029

Per Unit	\$ 11.56	\$	\$	\$	\$
Per Month	\$ 139,980.04	\$	\$	\$	\$
Per Year	\$ 1,679,760.48	\$	\$	\$	\$



TOWN OF ORANGETOWN
ROCKLAND COUNTY NEW YORK

CONTRACT DOCUMENTS FOR
CURBSIDE COLLECTION, TRANSPORTATION AND
DISPOSAL OF RESIDENTIAL RECYCLABLE
MATERIALS

April 2024

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**REQUEST FOR SEALED BIDS
FOR THE
COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL
RECYCLABLES WITHIN IN THE UNINCORPORATED PORTION OF THE
TOWN OF ORANGETOWN**

The Town Board of the Town of Orangetown will be receiving Request for Sealed Bids for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials within the unincorporated portions of the Town of Orangetown until 10:30 A.M. on, April 25, 2024 in the Office of the Town Clerk of the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York. Sealed bids will be opened and read aloud at 11:00 A.M. this same day. No bids shall be accepted after 10:30 A.M. A Request for Sealed Bids and all relevant documents are available at the Town Clerk's Office of the Town of Orangetown and on the internet at Bidnet.com.

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED BY THE TOWN BOARD of the Town of Orangetown at the Town Clerk's Office, Town Halls, No. 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on April 25, 2024 for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials within the unincorporated portion of said Town, and will be opened and read aloud at 11:00 A.M. on that day. The bid must include information relating to the experience of the bidder on the basis of which said bidder purports to be qualified to carry out all work required by the proposed contract; a list of clients for the past five (5) years, including a contact name and telephone number; bids for project staffing, implementation of work tasks, and carrying out all responsibility required by the proposed contract; Proof of Insurance; Non-Collusion Statement; and submitted prices for five (5) years from the date of the Agreement.

The specifications for performing the above work and a Non-Collusion Statement may be obtained at the Town Clerk's Office for all parties interested in submitting a bid. No bids will be accepted without a Non-Collusion Statement as required pursuant to § 103d of the General Municipal Law.

The Superintendent of Highways will submit a report to the Town Board of all bids received and the recommendation concerning the award of an Agreement at a meeting of the Town Board to be held on May 21, 2024.

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

The successful bidder will be required to post a Performance Bond in the amount of one hundred percent (100%) of the annual contract price.

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

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

The Town Board of the Town of Orangetown reserves the right to select the most advantageous offer to the Town through "best value" procurement. "Best value" selection will be based on the evaluation and comparison of factors in addition to cost or price.

No contract is deemed created until approved by a Town Board Resolution and the Town Attorney and until after it has been executed by the Supervisor of the Town of Orangetown at the direction of the Town Board.

Dated: April 10, 2024
Orangeburg, NY

James J. Dean
Superintendent of Highways

Rosanna Sfraga
Town Clerk

INFORMATION FOR BIDDERS

I. DEFINITIONS

Whenever the following words and expressions are used in the specifications/scope of work, it is understood that they have the meanings given below:

AGREEMENT: Means this Curbside Collection, Transportation and Disposal of Residential Recyclables Materials Agreement, dated : 6-1-24 to 5-31-29 between the Town and the Contractor.

BEST VALUE: Refers to the competitive negotiated procurements in which the Town of Orangetown reserves the right to select the most advantageous offer to the Town of Orangetown by evaluating and comparing factors in addition to cost or price. The Best Value Procurement enables the Town to purchase superior services even if it means paying a premium price.

Best Value will be evaluated by the Town of Orangetown when reviewing and comparing the following criteria:

1. **References:** Contractor shall supply references to the Town of Orangetown containing a list which indicates that he has collected municipal recyclables for a minimum of five (5) years, including a list of the clients with a contact name and telephone number.

Reference check will review but not be limited to the following;

- A. Ability of the Contractor to provide and maintain sufficient labor and equipment to properly execute the working operations.
- B. Ability of the Contractor to provide the collection, transportation and disposal services, and all obligations ancillary thereto, pursuant to this Agreement.
- C. Ability to supply complete and accurate information, records or accounts as provided herein.
- D. Ability of the Contractor to deliver all or any part of recyclable materials to the MRF in accordance with this Agreement.
- E. Illegal Dumping Violations
- F. Damage Assessments - failure to collect recyclable materials; failure to clean-up spills or broken recyclable materials; failure to notify the Town of being unable to complete the daily scheduled collection route.
- G. A review of performance history which includes violations as listed in "Appendix A, Debarment Criteria."

2. **Equipment and labor:** The Contractor shall provide adequately equipped vehicles for recycling pick-up in sufficient numbers to accomplish the approved schedule. The Contractor shall be required to provide, at its own expense, all and every kind of labor, vehicle, equipment, insurance performance bonds, materials, and all other items necessary for the execution of the work and services, as set for the in this Agreement, including adequate supervision and follow-up.
3. **Vehicle Maintenance and Repair:** The Contractor will be responsible for maintenance, repair and all other operating costs or requirements for the equipment to be used and/or supplied, including fuel, licensing, insurance, regular washing, storage, paint, etc. The Contractor must be able to prove that he is equipped to provide maintenance, repair and all other operating costs. The Contractor will be required to submit, on request, evidence of availability of equipment and labor, and the organizational infrastructure to carry out the specifications/scope of work of this bid document

BIDDER: Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

BID BOND: The security to be furnished by the bidder as guarantee of his ability to procure the minimum equipment and liquid assets specified and that he will enter into a contract with the "Owner" for the performance of the work, if the work involved in the proposal is awarded to him.

BID OR PROPOSAL: The approved prepared form on which the bidder is to submit or has submitted a proposal for the work contemplated.

COMPLETION: The word 'completion' shall mean full and exact compliance and conformity with the provisions and requirements expressed or implied in the specifications and scope of work and the plans, accompanying and forming a part of the same, including all amendments, revisions, corrections or additions, duly authorized.

COMMINGLED CONTAINERS: Glass containers/bottles (clear, green amber), food and beverage containers of all colors, aluminum cans, tin and bi-metallic containers/cans, plastic containers and recyclable plastics (HDPE, PET, PVC, LDPE, PP and PS), aluminum foil/pie plates, milk cartons/drink boxes (gabletop and aseptic packaging), plastic soda bottles and plastic bleach containers and other containers so designated by the Town.

COMMINGLED PAPER: Newspaper/newsprint, corrugated cardboard (3'x3'x12" high and tied), glossy color advertising supplements, corrugated containers, magazines and catalogs, white and colored ledger (office paper), computer printout paper, chipboard/boxboard, telephone and paperback books, junk mail (including envelopes and coupons), kraft paper (brown grocery bags), and other paper so designated by the Town.

CONTRACT: The agreement covering the performance of the work and the furnishing of materials in the construction of the project. It shall include the Notice to Bidders, Instructions to Bidders, Proposal, Agreement, General and Specific Contract Conditions and Bid Bonds, Plans or Drawings, Specifications, Scope of Work, Addenda and any and all other writings necessary to complete the project.

CONTRACTOR: Successful bidder. Party of the second part to the contract, acting directly or through his agents or employees. On the various bonds, the Contractor is also called the Principal.

CONTRACT DOCUMENTS: Means this contract and shall include the advertisement, the information for bidders, the Bid, the consent of surety, the forms of bonds, the contract, the specifications, scope of work, the contract drawings, the addenda and the notice of award.

CONTRACT MONITOR: Means the Superintendent of Highways, or his authorized representative.

HIGHWAY SUPERINTENDENT: The term "Highway Superintendent or his authorized representative" means the Town of Orangetown Highway Superintendent or his duly authorized representative.

LABOR AND MATERIALS PAYMENT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of the payment of all employees and material men.

MATERIAL: Any approved material acceptable to the Highway Superintendent or his authorized representative and conforming to the requirements of the specifications/scope of work. All processes and materials shall at all times be open to inspection and testing by the Highway Superintendent or his authorized representative.

OWNER: Town of Orangetown as represented by its duly authorized representatives, also known as "Highway Department" and Highway Superintendent or his authorized representative.

PERFORMANCE BOND: The approved form of security furnished by Contractor and his surety as a guarantee of the completion of the project as specified in the agreement.

PROJECT: The improvement set forth in the plans, specifications, scope of work and all additions thereto.

RECYCLING BINS: Means plastic containers provided by the Town to be distributed to each eligible dwelling unit.


RECYCLING COORDINATOR: means the Town of Orangetown Highway Superintendent.

RECYCLABLE MATERIALS: Means commingled containers and commingled paper.

RESIDENTIAL DWELLING UNITS: Shall include one family, two-family and three-family residences condominium and apartment units.

RESIDENTIAL RECYCLING: Means:

1. Office paper, notebook paper, construction paper, ledger and envelopes of all colors.

2. Computer, fax and photo copy paper of all colors.
3. Newspapers with inserts.
4. Junk mail with envelopes and coupons.
5. Glossy magazines and catalogs.
6. Soft covered books.
7. Smooth and corrugated cardboard cut into pieces no larger than 3 ft. by 3 ft, bundled and tied and left outside the recycling container.
8. Brown grocery bags and Kraft paper.
9. Telephone and paperback books.
10. Green, clear and brown glass bottles and jars.
11. Aluminum cans.
12. Metal cans and aerosol cans.
13. Milk, juice and other cartons.
14. Aluminum foil and disposal aluminum products.
15. Juice boxes.
16. Plastic containers with a recycling code ()1-7

SERVICE AREA: Means the geographic area of the Town of Orangetown, excluding those portions of the incorporated Village of Piermont, Grandview, and Nyack. Attachment "B" is the map of the service area and is incorporated by reference and made a part of this Agreement. A bid, however, should only be submitted after a personal inspection has been made of the contract area on which bid is being made. Bidders are responsible to become familiar with the boundaries of the Service Area and the number of designated dwelling pick-up locations. The number of stops as listed in the Bid Package may vary from actual conditions in the field. Bidders should take notice of traffic patterns, including narrow and one-way streets, hilly and flat terrain. By submission of the bid, each bidder shall be deemed to have personally inspected the Service Area.

SITE: The area or areas which are the location(s) for the performance of the work.

SPECIFICATIONS: The body of directions, requirements, etc., contained in these documents, together with all documents of any description and agreements made (or to be made), pertaining to the methods, (or manner) of performing the work, or the quantities and quality (as shown by test records) of accepted materials to be furnished under this contract. Specifications shall also include the Notice to Bidders, Proposal, Scope of Work, Contract Agreement and Bond, and any Addenda issued.

SUB-CONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or with any other Sub-contractor for performance of a part of the work of this project.

SURETY: The corporate body which is bound with and for the Contractor and which engages to be responsible for his acceptable performance of the work for which he has contracted.

TOWN: Town of Orangetown

UNIT PRICE: Means the monthly price calculated pursuant to this Agreement and payable to the Contractor for providing residential recyclable pick-up service to each of the number of units.

WORK: The term "work" is used to designate the equipment, materials and things require to be done, furnished or performed by the Contractor under the Contract Documents attached hereto.

2. RECEIPT AND OPENING OF BIDS

The Town of Orangetown at the Town Clerk's Office, Town Halls, No. 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on April 25, 2024 for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials within the unincorporated portion of said Town, and will be opened and read aloud at 11:00 A.M. on that day. The bid must include information relating to the experience of the bidder on the basis of which said bidder purports to be qualified to carry out all work required by the proposed contract; a list of clients for the past five (5) years, including a contact name and telephone number; bids for project staffing, implementation of work tasks, and carrying out all responsibility required by the proposed contract; Proof of Insurance; Non-Collusion Statement; and submitted prices for five (5) years from the date of the Agreement.

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities in, or reject any and all proposals. Any proposal received after the time and date specified shall not be considered.

3. PREPARATION OF BID

Bids must be submitted on the prescribed form.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed as specified in the Bid Form, preferably by Certified Mail.) If mailed, it is the Bidder's responsibility to ensure that the bid is received prior to 10:30 A.M. on Thursday, April 25, 2024.

4. MODIFICATION OF BIDS

Any Bidder may modify his bid by written or telegraphic communication provided such communication is received by the Owner prior to the scheduled closing time for receipt of Bids. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the original bid is opened.

5. WITHDRAWAL OF BIDS

A Bid may be withdrawn prior to the scheduled time for the opening of bids by written request or in person. No bid may be withdrawn after the time scheduled for bid opening unless the forty-five

(45) days specified in the Article "AWARD OF CONTRACT" of these INSTRUCTIONS TO BIDDERS shall have elapsed.

6. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional proposals will not be accepted.

Respondent shall provide audited annual financial statements, a current Dun & Bradstreet report (if available) and/or other such documentation to demonstrate financial responsibility that is acceptable to the Town, including but not limited to proof that Respondent is current with all corporate taxable obligations;

Background information on all members of Respondent's management, including the relevant experience of all principal members thereof;

Name, address, telephone number and qualifications of all persons who will perform the terms and conditions of the Collection Contract.

7. SUBCONTRACTOR

A. Bidders are advised that the lowest responsible bidder will be required, upon request of the Owner, and within three (3) days of such request to submit a list of subcontractors proposed for the performance of the work. Alternate subcontractors may be included in the list, provided that the use of such alternate subcontractors approved by the Owner shall not result in any change in the contract prices stated in the Proposal.

B. If requested by the Highway Superintendent or his authorized representative, he shall also furnish a statement as to the subcontractor's experience, financial ability or other qualifications for properly performing the work proposed to be subcontracted. The Owner reserves the right to limit the total amounts of subcontracts to thirty-five (35) percent of the total contract price.

8. DEBARMENTS, SUSPENSIONS AND VOLUNTARY EXCLUSIONS

The award of contracts or subcontracts is specifically forbidden to any firm or individual listed on the USEPA Master List of debarments, suspensions and voluntary exclusions. The Contractor, if intending to award subcontracts should contact the Owner who will in turn ascertain from the NYSDEC whether any individual or firm under consideration is currently listed.

9. AWARD OF CONTRACT

- A. Within forty-five (45) days after the opening of Bids, unless otherwise stated in the INSTRUCTIONS TO BIDDERS or GENERAL CONTRACT CONDITIONS, award of the Contract will be made to the lowest, responsive, responsible Bidder.

In order to be considered responsive, a Bid must:

1. Conform in all respects to the conditions in the Invitation to Bid and these Instructions to Bidders;
 2. Conform in all respects to the requirements in all Attachments contained in the Contract Documents;
- B. In order to be considered responsible, a Bidder must establish to the complete satisfaction of the Owner as a minimum that he has:
1. Adequate financial resources to meet his Contract obligations and maintain them for the Contract period;
 2. Adequate equipment to perform the work properly and within the time prescribed in the Contract;
 3. The necessary experience and technical qualifications in the type of work provided for in the Contract.
- C. The Owner reserves the right to reject all Bids, or any bid not in compliance with the Contract Documents, and to waive any informalities in Bids received.

10. BID BOND

Each bid shall be accompanied by a check or a bid bond executed by a surety company acceptable to the Owner in an amount not less than five percent (5%) of the amount bid, conditioned that if the bid is accepted, the Bidder will enter into a contract for the work and he will execute such further security as may be required for the faithful performance of the contract.

11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within ten (10) days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his proposal.

12. PRE-WORK CONFERENCE

Prior to commencing work on this project, the Owner shall call a conference to be attended by the Contractor and the Owner. A plan shall be initiated at this conference regarding the prosecution of the work and required action to comply with requirements of agencies having jurisdiction.

13. OPERATIONS MAINTAINED

It is essential to the public safety that inconvenience to local property owners be kept to a minimum.

14. SITE INSPECTION

At the time of the opening of proposals, each bidder will be presumed to have inspected the site/service area of the proposed work, and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligation in respect to his proposal.

15. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Town of Orangetown, Highway Superintendent or his authorized representative, 119 Route 303, Orangeburg, New York, 10962 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of proposals.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents, which if issued, will be mailed to all prospective bidders at the respective addresses furnished for such purposes not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his proposal submitted. All addenda so issued shall become part of the Contract Documents.

16. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the annual contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, in such form as acceptable to the Town Attorney. The surety bond shall include a provision for maintenance as set forth in the agreement.

17. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bids.

18. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State, and Municipal Laws, and rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they are deemed to be included herein the same as though herein written out in full.

All contractors actually undertaking the work required shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorney's fees and damages (actual, consequential, or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of any claims, suit, action or dispute involving wages paid to all subcontractors, employees, independent contractors, or other persons employed by a contractor employed by the Town of Orangetown.

This contract may not be assigned by the contractor or its right, title and interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent in writing of the Town of Orangetown and any attempts to assign the contract without the Town's written consent shall be deemed a breach thereof.

The Town shall have no liability under this contract to the contractor or anyone else beyond the funds appropriated and available for the contract. This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers Compensation Law. Failure to do so shall constitute a breach of this contract.

The contractor must maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to the performance under this contract hereinafter collectively called the records. The records must be kept for the balance of the calendar year in which they were made and for six additional years thereafter.

In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor consents to service of process upon it by certified mail, return receipt requested. Service hereunder shall be completed upon the contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Town in writing of each and every change of address to which service or process can be made. Service by the Town to the last known address shall be sufficient. The Contractor will have thirty calendar days after service hereunder as complete in which to respond.

19. LOWEST QUALIFIED BIDDERS AND AWARD OF WORK

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards. An award will be made to the lowest qualified bidder, except that the Owner reserves the right to waive any informalities in and reject any and all proposals, or to make an award to other than the low bidder as it pertains to "Best Value", or to advertise for new proposals, if it be deemed to be in the best interests of the Town of Orangetown to do so.

PROPOSAL

**TO: TOWN BOARD OF THE TOWN OF ORANGETOWN, TOWN HALL
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962**

THE **UNDERSIGNED**, having a principal place of business at 65 Grassy Point Rd Stony Point NY 10980, and a permanent address at 65 Grassy Point Rd Stony Point NY 10980, telephone number 845 786 2139, fax number 845 429 1210, and contact person Kevin Capasso, and being experienced and responsible for the performance of same, proposes to furnish and provide Curbside Collection, Transportation and Disposal of Residential Recyclable Materials, in accordance with the Specifications/Scope of Work and Contract Documents attached hereto for the following price:

The amounts listed below are based on the pickup of recyclables at each dwelling unit once per week, every week.

	PER UNIT	PER MONTH	PER YEAR
June 1, 2024 – May 31, 2025 12109	\$ <u>8.50</u>	\$ <u>102,926</u> ⁵⁰	\$ <u>1,235,118</u> ⁰⁰
June 1, 2025 – May 31, 2026 12109	\$ <u>9.18</u>	\$ <u>111,160</u> ⁶²	\$ <u>1,333,927</u> ⁴⁴
June 1, 2026 – May 31, 2027 12109	\$ <u>9.91</u>	\$ <u>120,000</u> ¹⁹	\$ <u>1,440,002</u> ²⁸
June 1, 2027 – May 31, 2028 12109	\$ <u>10.70</u>	\$ <u>129,566</u> ³⁰	\$ <u>1,544,795</u> ⁶⁰
June 1, 2028 – May 31, 2029 12109	\$ <u>11.56</u>	\$ <u>139,980</u> ⁰⁴	\$ <u>1,679,760</u> ⁴⁸

Curbside Collection, Transportation and Disposal of Residential Recyclable Materials will be to service approximately twelve thousand five hundred and forty-eight (12,548) residential dwelling units (as defined herein) in the unincorporated portion of the Town, which includes the current billable twelve thousand one hundred and nine (12,109) residential units and approximately 439 potential new construction dwelling units.

The contractor shall provide the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials for approximately twelve thousand one hundred and nine (12,109) residential dwelling units in the unincorporated portion of the Town of Orangetown. The service area may be enlarged or reduced, from time to time, as annexation or incorporation of existing refuse district

of incorporated villages within the Town occurs, or new construction increases the number of eligible households.

The terms of this Agreement shall be for five (5) years from the date of the Agreement.

It is understood that the successful bidder will be required to post a Performance Bond in the amount of one hundred percent (100%) of the annual contract price.

No contract is deemed to have been created until approved by the Town Board and the Town Attorney and executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution. This is subject to appropriations approved by the Town Board.

The Non-Collusion Statement attached hereto forms a part of this bid.

DATED: 4-22-24

Chad Capasso
(Name)

President
(Title)

Charles Capasso & Sons Contracting Inc.
(Firm Name)

NON-COLLUSIVE BID CERTIFICATE

STATEMENT ATTACHED TO AND FORMING PART OF ALL BIDS RECEIVED BY
THE TOWN OF ORANGETOWN.

(A) By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that, to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made, or will be made, by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided, however, that if, in any case, the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (i) has published price lists, rates or tariffs covering **items (services)** being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such **items (services)**, or (iii) has sold the same **items (services)** to customers at the same price being proposed, does not constitute, without more, a disclosure within the meaning of **subparagraph one (a) [there is no subparagraph one (a)]**.

(C) Any bid hereafter made by any political subdivision of the State or any public department, agency or official thereof, by a corporate bidder for work or service performed, to be performed, or goods sold, or to be sold, where competitive bidding is required by statute, rule, regulation or local law, **and there one of this section**, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This statement is subscribed by the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

Dated: 4-22-24

BY: 

FOR: Charles Capasso & Sons

Castings, Inc.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, between the **TOWN OF ORANGETOWN**, a municipal corporation located in the County of Rockland, State of New York, party of the first part, hereinafter called the "Town" and _____, a domestic corporation having its principal place of business at _____, party of the second part, hereinafter called the "Contractor";

WHEREAS, the Contractor has submitted a bid for the Curbside Collection, Transportation, and Disposal of Residential Recyclable Materials within the Unincorporated Portion of the Town of Orangetown in accordance with the attached specifications/scope of work;

NOW, THEREFORE, it is understood and agreed that the Contractor shall furnish to the Town collection, transportation and disposal of residential recyclables at the price(s) set forth in the specifications submitted, and in accordance with "Specifications/Scope of Work" attached hereto and made a part hereof.

The amounts listed below are based on the pickup of recyclables at each dwelling unit once per week, every week.

	PER UNIT	PER MONTH	PER YEAR
June 1, 2024 – May 31, 2025	\$ _____	\$ _____	\$ _____
June 1, 2025 – May 31, 2026	\$ _____	\$ _____	\$ _____
June 1, 2026 – May 31, 2027	\$ _____	\$ _____	\$ _____
June 1, 2027 – May 31, 2028	\$ _____	\$ _____	\$ _____
June 1, 2028 – May 31, 2029	\$ _____	\$ _____	\$ _____

AND WHEREAS, the Town is desirous of contracting for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials will be to service approximately twelve thousand five hundred and forty-eight (12,548) residential dwelling units (as defined herein) in the unincorporated portion of the Town;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED:

1. The Contractor agrees to furnish Curbside Collection, Transportation and Disposal of Residential Recyclable Materials will be to service approximately twelve thousand five hundred and forty-eight (12,548) residential dwelling units (as defined herein) in the unincorporated portion of the Town, which includes the current billable twelve thousand one hundred and nine (12,109) residential units and approximately 439 potential new construction dwelling units.

The contractor shall provide the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials for approximately twelve thousand one hundred and nine (12,109) residential dwelling units in the unincorporated portion of the Town of Orangetown. The service area may be enlarged or reduced, from time to time, as annexation or incorporation of existing refuse district of incorporated villages within the Town occurs, or new construction increases the number of eligible households.

2. The Contractor has submitted herewith a performance bond, or other acceptable security, in the amount of one hundred (100%) percent of the annual contract price, which has been issued by a surety company authorized to do business in the State of New York.
3. The price listed above shall remain in effect from _____ until _____.
4. The term of the contract shall be five (5) years, starting from the date of execution by the Town Supervisor, as authorized by the Town Board. At the sole option of the Town, the Contract may be terminated at an earlier date. If this right is exercised, the Contractor will be notified in writing of the Town's intent, by certified mail, at least thirty (30) days in advance of such earlier termination.
5. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law.
6. The Contractor agrees that he will provide and furnish all the necessary machinery, tools, materials, labor and other necessary means to do all of the work called for by specifications and scope of work hereto attached and hereby made a part hereof, and in full compliance with said specifications and scope of work, and in the manner prescribed therein, and in full accordance with the decisions and requirements of the Curbside Collection, transportation and Disposal of Residential Recyclable Materials will be to service approximately twelve thousand five hundred and forty-eight (12,548) residential dwelling units (as defined herein) in the unincorporated portion of the Town.
7. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
8. Upon the refusal of a person, when called before a Grand Jury to testify concerning any

transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract; (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, or goods, work or services, for a period of five (5) years after such refusal; and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, on or after the first day of July, Nineteen Hundred Fifty-Nine or with any fire district or any agency or official thereof on or after the first day of September, Nineteen Hundred Sixty, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

9. The Contractor agrees that he will provide all the materials, labor and other necessary means to do all of the work called for by the specifications and scope of work hereto attached and hereby made a part hereof, in full compliance with the specifications and scope of work, and in the manner prescribed therein, and in full accordance with the decisions and requirements of the Town of Orange town.
10. All deliveries shall be subject to examination and where it is found that they do not comply with the specifications and scope of work or are found defective in any manner, they shall be rejected and returned to the contractor at his expense. Delivery charges must be paid by the party of the second part.
11. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent in writing of the Town of Orange town and any attempts to assign the contract without the Town's written consent is null and void.
12. The Town shall have all of its common law, equitable and statutory rights set-off These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the contractor under this contract up to any amounts due and owing to the Town with regard to this contract, or any other contract with the Town. The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract, hereinafter collectively called "the records." The records must be kept for the balance of the calendar year in which they were made and for six additional years thereafter.
13. All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or personal property must include the payee's identification number.

14. In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor hereby consents to service of process upon it by certified mail return receipt requested. Service thereunder shall be complete upon the contractor's actual receipt of process or upon the Town's receipt of the return thereof, by the United State Postal Service, as refused or as undeliverable. The contractor must promptly notify the Town, in writing, of each and every change of address to which service or process can be made. Service by the Town to the last known address shall be sufficient. The contractor will have thirty (30) calendar days, after service thereunder is complete, in which to respond.
15. Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor, for the work performed in connection with any project.
16. All contractors actually undertaking the work required shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorney's fees and damages (actual, consequential or exemplary), awarded in any manner whatsoever, through suit, settlement or otherwise, arising out of any claim, suit, action or Dispute involving wages paid to all subcontractors, employees, independent contractors, or other persons employed by any contractor employed by the Town of Orangetown.
17. The Town shall have no liability under this contract to the contractor or anyone else beyond the funds appropriated and available for the contract. This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees, as are required to be covered by the provisions of the Workers' Compensation Law. Failure to do so shall constitute a breach of this contract.
18. The Contractor has and shall keep in effect during the term of this contract, Worker's Compensation Insurance and Disability Insurance for each of its employees, and the Contractor shall furnish the Town with certificates of insurance evidencing same immediately upon the signing of this contract. With regard to certificates of insurance, the following cancellation clause should be included thereon: "The issuing company **WILL** mail written notice to the certificate holder named on the insurance certificate."
19. Minor repairs will consist, but not be limited to, replacement of bulbs, lenses and on-scene adjustments and repairs of controllers.
20. The Contractor shall promptly comply with all Federal, State and Local Laws concerning the subject matter herein.
21. The Proposal and Non-collusion Statement made pursuant to Section 1 03d of the General Municipal Law and the Specifications and scope of work provided for in the bid herein are made a part hereof as though set forth at length herein.
22. No contract is deemed to have been created until approved by Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of

Orange town, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

23. The Contractor has complied with all conditions precedent hereto.

The prices listed in and the terms of this Agreement shall be for five (5) years from the date of the Agreement.

The Town has adopted and disseminated a revised Policy Against Discrimination and Harassment.

All Proposers are required to acknowledge that they have reviewed the revised Policy, and have been afforded an opportunity to ask a Municipality Compliance Officer any questions they may have regarding the Policy.

If you have any questions regarding this Policy, feel free to contact the Compliance Officer.

This Agreement may be signed by facsimile or electronic signature and in counterparts, which signatures shall have the same force and effect as an original signature and which pages shall be incorporated herein as one document.

The undersigned declares that they have carefully examined and fully understand the Town of Orangetown's Policy Against Discrimination and Harassment, effective October 23, 2018. Said policy is available on the Town's website at www.orangetown.com. Upon award of the proposal, all members of the firm who will be working on this project shall be required to review said policy and execute an acknowledgement form.

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

CONTRACTOR:

Corporate Name(Intended Form and Corporate Structure): _____

Principal: _____

Business Address: _____

Federal EIN: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

Contractor Signature

Date: _____

ATTEST:

TOWN OF ORANGETOWN

By: _____
Rosanna Sfraga, Town Clerk

By: _____
Teresa M. Kenny, Supervisor

(Seal)

HIGHWAY DEPARTMENT

By: _____
James J. Dean, Superintendent

ATTEST:

By: _____

By: _____

(Print Name)

(Print Name and Title)

STATE OF NEW YORK)
COUNTY OF ROCKLAND)ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF ROCKLAND)ss:

On the _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted who, being by me duly sworn, did depose and say that he resides in _____, that he know(s) to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ + _____, execute the same; and that said witness at the same time subscribed his name as a witness thereto.

Notary Public

CERTIFICATION OF TOWN ATTORNEY

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

Dated: _____

Robert V. Magrino, Town Attorney

GENERAL CONTRACT CONDITIONS

1. The contractor will furnish a performance bond in an amount equal to one hundred (100%) percent of annual contract price for the completion of the work in accordance with the plans and specifications/scope of work and the payment of all material, men and subcontractors in connection therewith. The form of the bond must be approved by the Town Attorney. It is the requirement of the Town that all contracts in connection with this work shall be contracts executed in the Town of Orangetown, Rockland County, State of New York. It is further required that all bid bonds, performance bonds and the insurance certificates hereinafter specified shall be issued only by insurance companies that are authorized to do business in the State of New York. All lawsuits concerning this contract shall be brought only in Rockland County, New York. All bid bonds and performance must be actually executed and acknowledged in the State of New York and must be considered contracts made in the State of New York.
2. The contractor must provide all necessary insurance required by the laws of the State of New York and furnish certifications thereof to the Town of Orangetown. In addition thereto, the contractor must furnish to the Town of Orangetown certificates showing public liability insurance in an amount of not less than One Million (\$1,000,000.00) Dollars for each person injured, and Two Million (\$2,000,000.00) Dollars for each accident and Two Hundred Thousand (\$200,000.00) Dollars property damage. The contractor agrees that in the performance of the work, he will be fully responsible for any and all claims that may be made by reason of said work arising from any cause whatsoever, and the contractor agrees to indemnify and save harmless the Town from any and all claims.
3. The contractor shall employ at the site of the work during the performance thereof a competent foreman or superintendent who shall be satisfactory to the Superintendent of Highways. Such foreman or superintendent shall represent and have full authority to act for the contractor in his absence and all instructions given such foreman or superintendent shall be binding as if given to the contractor.
4. The Town reserves the right to suspend or postpone the whole or any part of the work herein contracted to be done if it shall deem it in the best interest of the Town to do so without compensation to the contractor for such suspension.
5. The contractor shall so conduct the operation as not to close or obstruct any portion of any highway or railroad right-of-way until written permission therefore has been obtained by him from the proper authority. If any highway or railroad right-of-way shall be rendered unsafe or obstructed in any manner by reason of the contractor's operations, he shall make such changes thereto as may be required and provide such temporary ways or guards as may be acceptable to the authority involved and to the Superintendent of Highways.
8. **Protection of Work and Property** - the contractor will continuously and adequately protect the work to be performed under this contract against damage and will protect and safeguard all materials furnished by him, whether or not incorporated in the work, against damage from any cause, and will make good any such damage unless it is due directly to errors in the contract documents or is caused by agents or employees of the Town. To the extent required by law, by public authority, or by local conditions, the contractor will

adequately protect adjacent property and will provide and maintain all passageways, guard fences, lights and other facilities for protection. The contractor shall, at all times, have, as directed or approved, a sufficient number of watchmen to protect the property of the Town, to exclude unauthorized persons from the work, and to protect traffic where his vehicles enter or leave the public highways.

6. **Accidents** - the contractor, during the performance of the work shall take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep suitable and sufficient lights and other signals, and shall comply with the safety provisions of applicable laws. The contractor shall indemnify and save harmless the Town, its officers and agents, from all damages and costs to which they may be put, by reason of injury to the person or property of another, resulting from his negligence or carelessness in the performance of the work, or in safeguarding the same, or from any improper materials, implements or appliances used in its construction, by, or on account of any act or omission of the contractor or his agents. The whole or so much of the moneys due under and by virtue of his contract, as shall be considered necessary to the Town may, at its option, be retained by the Town.
7. **Liability of Contractor is Absolute** - the liability of the contractor hereunder for all injuries to persons or damages to property is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and neither the approval by the Superintendent of Highways, or the methods of doing the work, nor the failure of the Superintendent of Highways to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the Superintendent of Highways to direct the contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the contractor in case of any such injury to persons or damages to property.
8. **Prevention of Delay** - the contractor and his subcontractor shall not employ on the work, any labor, materials or means whose employment, or utilization during the course of this contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work, or similar troubles by workmen employed by the contractor or his subcontractors where work is being performed under this contract. Any violation by the contractor of this requirement may, upon the certification of the Superintendent of Highways be considered as proper and sufficient cause for canceling and terminating this contract.
9. These general conditions shall be deemed a part of the contract to which they are attached. In the event of any inconsistency between these General Conditions and the contract, the decision of the Town Board, as to such inconsistency shall prevail.

SCOPE OF WORK

COLLECTION OF RECYCLABLES SERVICE

The contractor shall furnish and provide to the Town of Orangetown, Curbside Collection, Transportation and Disposal of Residential Recyclable Materials for the unincorporated portion of said Town in accordance with the following:

1. The prices listed in the attached Agreement shall remain firm for the full period of the Agreement.

2. The contractor shall provide the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials for approximately twelve thousand one hundred and nine (12,109) residential dwelling units in the unincorporated portion of the Town of Orangetown. The service area may be enlarged or reduced, from time to time, as annexation or incorporation of existing refuse district of incorporated villages within the Town occurs, or new construction increases the number of eligible households.

The Town anticipates adding a potential four hundred thirty-nine (439) residential dwelling units during the life of this contract.

The Town shall provide written notice to the Contractor at least one hundred and twenty (120) days prior to enlargement of the service area, but need not provide such notice with regard to new construction.

3. The Town will supply each residential dwelling unit with containers (or in the alternative with "recycling ID stickers" for residents to place on larger containers) which residents will place at curbside, on the specified collection day.

4. Contractor shall develop routes, which specify the order in which Eligible Dwelling Units receive service on each collection day. Contractor shall provide to the Contract Monitor a written description of such routes (the "Recycling Route Plan"). Prior to commencement of collection pursuant to this Agreement, Contractor shall submit its Recycling Route Plan to the Contract Monitor for approval, which approval shall not be withheld unreasonably. Any change in such

routes shall be communicated in advance in writing to the Contract Monitor and to Eligible Dwelling Units (e.g., by door hanger notice), and shall be subject to the approval of the Contract Monitor, which approval shall not be withheld unreasonably.

5. The schedule for pick-up, including day of the week and time, "shall be subject to the approval of the Superintendent of Highways and in compliance with the provisions of the Town Code". The Contractor's inability to complete a day's route due to equipment breakdown, injury or other emergency reasons shall be reported to the Town immediately by telephone and must be completed the following day. If the Contractor fails to perform collection services in accordance with this Contract, collection may be performed by the Town and any cost incurred shall be deducted from monthly payments due the Contractor.

6. Contractor will supply the Town with a list indicating that he has collected municipal recyclables for a minimum of five (5) years, including a list of the clients with a contact name and telephone number.

7. Contractor is responsible for damage caused by throwing containers after placing recyclables in the collection vehicle, as determined by the Contract Monitor

8. The Contractor shall be required to provide, at its own expense, all and every kind of labor, vehicle, equipment, insurance performance bonds, materials, and all other items necessary for the execution of the work and services, as set for the in this Agreement, including adequate supervision and follow-up.

9. The Contractor shall provide adequately equipped vehicles for recycling pick-up in sufficient numbers to accomplish the approved schedule. These vehicles must display the Town of Orangetown symbol (12" decal) and solid waste hotline number (6" letter/numbers) at all times when supplying service to the Town of Orangetown. These may be complete trucks or trailers and must be maintained and clean at all times while providing service in the Town and must be covered when traveling in excess of 15 miles per hour to prevent litter. The Town reserves the right to spot check collection vehicles to inspect their contents and condition at any time while on the collection

route, transporting recyclable materials or unloading operations at the Rockland County Materials Recovery Facility ("MRF").

10. The Contractor will be responsible for maintenance, repair and all other operating costs or requirements for the equipment to be used and/or supplied, including fuel, licensing, insurance, regular washing, storage, paint, etc.

11. Residents will set out recyclable material by the curbside for pick-up by the Contractor. Recyclable materials will be set out for collection in two (2) streams, including 1) commingled paper; and 2) commingled containers. The Contractor shall be responsible to collect both streams and keep each stream separate from one another.

12. The following days are designated as holidays: Christmas Day, Thanksgiving Day, New Years Day, Labor Day, Memorial Day and Independence Day. Collection operations shall be suspended during such days. Recyclables not collected as a result of a holiday shall be collected on the following scheduled pick up date or date designated by the Contract Monitor. Pick up shall not be suspended for two consecutive weeks.

13. Unless directed otherwise by the Town, the Contractor must deliver all the recyclable materials collected under this Agreement to the Rockland County Materials Recovery Facility, 420 Torne Valley Road, Hillburn, NY. Only material unmarketable because of contamination shall be disposed of in a landfill or other solid waste disposal facility. The Contractor, or any of its subcontractors or employees shall not violate any of the designated Hauler Department Criteria included herein as Appendix A. If the Contractor or any of its subcontractors or employees, violates any of the criteria set forth in Appendix A, the Contractor, or its subcontractor or employees, as applicable, will be prohibited from delivering recyclable materials to the MRF, but still must fulfill its obligation under this Agreement. The Contractor shall use its best efforts to prevent the delivery of hazardous waste or any material other than recyclable materials to the MRF. If any material other than recyclable materials is included in any delivery to the MRF, the Contractor shall be liable for the payment of damages to the Town as set forth herein. Should the delivery destination for the recyclables be changed during the course of this Agreement, the Contractor and the Town shall renegotiate a new unit price based upon the new destination. Should

the parties be unable to mutually agree upon a new unit price, this Agreement may be cancelled by either party on one hundred twenty (120) days' written notice to the other party.

14. The Contractor shall load vehicles in such a manner as to prevent spillage. All receptacles and containers shall be handled as carefully and quietly as possible, being returned (not thrown or dropped) to the location where picked up. Receptacles should be returned to the curbside and left in an upright position with lids (if any) placed neatly on top. In no event shall receptacles or lids be placed on the paved road surface. The Contractor shall provide "spot" pick-up for missed or late pick-ups, and shall supply the Highway Superintendent with a weekly report of all "spot" pick-ups. The Contractor shall pick up any recyclable materials that fall or spill onto the street or roadway.

15. The Contractor shall be responsible for all liability associated with the collection and transportation of recyclable materials. Without limiting the foregoing, the Contractor shall indemnify, defend and hold harmless the Town from all loss and expenses on account of any tort or other liability resulting from the collecting, transporting and disposing of recyclable materials, and shall name the Town as an additional insured on the policy it submits pursuant to this Agreement.

16. The contract price shall include all expenses for, including but not limited to, labor and equipment necessary to carry out the collection, transportation and disposal of recyclable material from residential dwelling units in the unincorporated sections of the Town of Orangetown.

17. The Contractor shall report quarterly to the Superintendent of Highways the gross weight of recyclables collected, broken down into the two (2) major classifications of papers and containers.

18. Contractor will cooperate with the Town by assisting in the promotion of collection. Specifically, the Contractor will deposit brochures, when provided by the Town, in each household recycling container or other receptacle set out at the curb.

19. Contractor shall submit, no later than the fifteenth (15th) day following the end of each month during which services are performed, a written report and invoice, in a form approved by the Town, indicating: (1) number of units; (2) listing of inquiries and complaints received and any

resolution; and (3) a statement of monies payable to the Contractor for the calendar month preceding the month in which the report is prepared.

20. The Contractor shall establish and enforce in its operations, and among its employees, such regulations in regard to cleanliness and disposal of recyclables as will tend to prevent the inception and spread of infection or contagious diseases, and to effectively prevent the creation of a nuisance on any property, either public or private.

21. Contractor agrees to obtain and pay for all licenses, permits certificates inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder.

22. All Contractor's services under this Agreement shall comply with all statutes, laws, ordinances, rules and regulations (including, without limitation, those protecting public health and the environment) enacted or adopted or promulgated by Federal, State and local governmental authorities and agencies thereof, and any decision or order of any court or governmental authority or agency thereof.

23. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law. All invoices and claims for payment will be sent to the Town of Orangetown, Office of the Supervisor, 26 Orangeburg Road, Orangeburg, NY 10962.

24. Inclusion of non-designated recyclable materials, excessive material contamination, incorrect set out location or any other improper condition which does not comply with the provisions of this contract shall be grounds for the Contractor to reject the collection of recyclable materials. However, the Contractor must not refuse to collect recyclable materials without first following the notification process. The Contractor is to collect improperly set out recyclable materials the first two (2) times improper set outs occur, but not without leaving a first and final warning notice or sticker for the occupant. The third time an occupant improperly sets out recyclable materials, the Contractor need not pick up the improperly set out material and shall affix a notice indicating the reasons for not collecting the material. All warning notices are to be

attached to the container in which the material was set out in or shall be left in the doorway of the designated dwelling if no container was used for the set out.

25. The Town shall notify the Contractor no later than 12:00 Noon on the day following the last regularly scheduled collection day of missed collections reported to the Town by a resident. The Contractor shall collect the recyclable materials from such location (s) as directed by the Town within six (6) hours of verbal notification from the Town. All calls related to missed pick-ups or service complaints which are received directly by the Contractor shall be logged by the Contractor and reported to the Town by 4:00 P.M. that same day as the complaint was received, along with the reporting of improper set outs.

26. The Contractor will be required to submit, on request, evidence of availability of equipment and labor, and the organizational infrastructure to carry out the specifications and scope of work of this project.

27. The contractor shall comply with all the terms of the Contract Documents on file in the Town Clerk's Office of the Town of Orangetown.

28. The Town may, in its sole discretion, terminate this Agreement upon knowledge that any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company or other entity that directly or indirectly controls, is controlled by, or is under common control with the Contractor, has been convicted of or pled guilty or *nolo contendere* to a felony or any crime involving moral turpitude or is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure. In addition, this contract may be declared suspended in whole, or in part, or terminated in whole, or in part, by the Town upon notice to the Contractor, for any of the following reasons:

- a) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute the working operations.
- b) Failure of the Contractor to provide the collection, transportation and disposal services, and all obligations ancillary thereto, pursuant to this Agreement.
- c) Failure to supply complete and accurate information, records or accounts as provided herein.

- d) Failure of the Contractor to deliver all or any part of recyclable materials to the MRF in accordance with this Agreement.

29. In addition to any other damages to the Town, the improper collection or failure of the Contractor to perform its obligations under this Agreement shall result in the assessment of damages as listed below, which assessment shall be deducted from the next payment due to the Contractor:

- a) Failure to collect recyclable materials shall result in damages to the Town of twenty-five of Dollars (\$25.00) per day for each designated dwelling, plus the cost of alternative collection methods;
- b) Absence of broom and/or shovel on collection and transportation vehicles shall result in damages to the Town of fifty Dollars (\$50.00)
- c) Failure to clean up spilled or broken recyclable materials shall result in the sum of one-hundred Dollars (\$100.00) per occurrence, plus the cost of clean up;
- d) Failure to notify the Town of being unable to complete the daily scheduled collection route, report complaints, submit weigh scale receipts of tonnage delivered or any failure of proper notification to the Town as required under this Agreement shall result in damages to the Town of two-hundred Dollars (\$200.00) per occurrence;
- e) No recyclable materials shall be delivered to the MRF or other designated location from accounts or sources not included under the provisions of this Agreement. Violation of this restriction shall result in damages to the Town of twenty-five hundred Dollars (\$2,500.00) for the first occurrence, five thousand Dollars (\$5,000.00) for the second occurrence and the third occurrence shall result in breach of contract;
- f) Illegal dumping of recyclable materials shall result in damages to the Town of ten thousand Dollars (\$10,000.00) plus the cost of clean up and shall result in breach of contract;
- g) Delivery of recyclable materials that contain ten percent (10%) or more by weight of materials other than recyclable materials or contain hazardous waste shall result in damages to the Town of three thousand Dollars (\$3,000.00) per occurrence, plus the actual cost of disposal, including a twenty percent (20%) mark-up for the Town administrative costs and associated risks.


APPENDIX "A"

DESIGNATED HAULER DEBARMENT CRITERIA

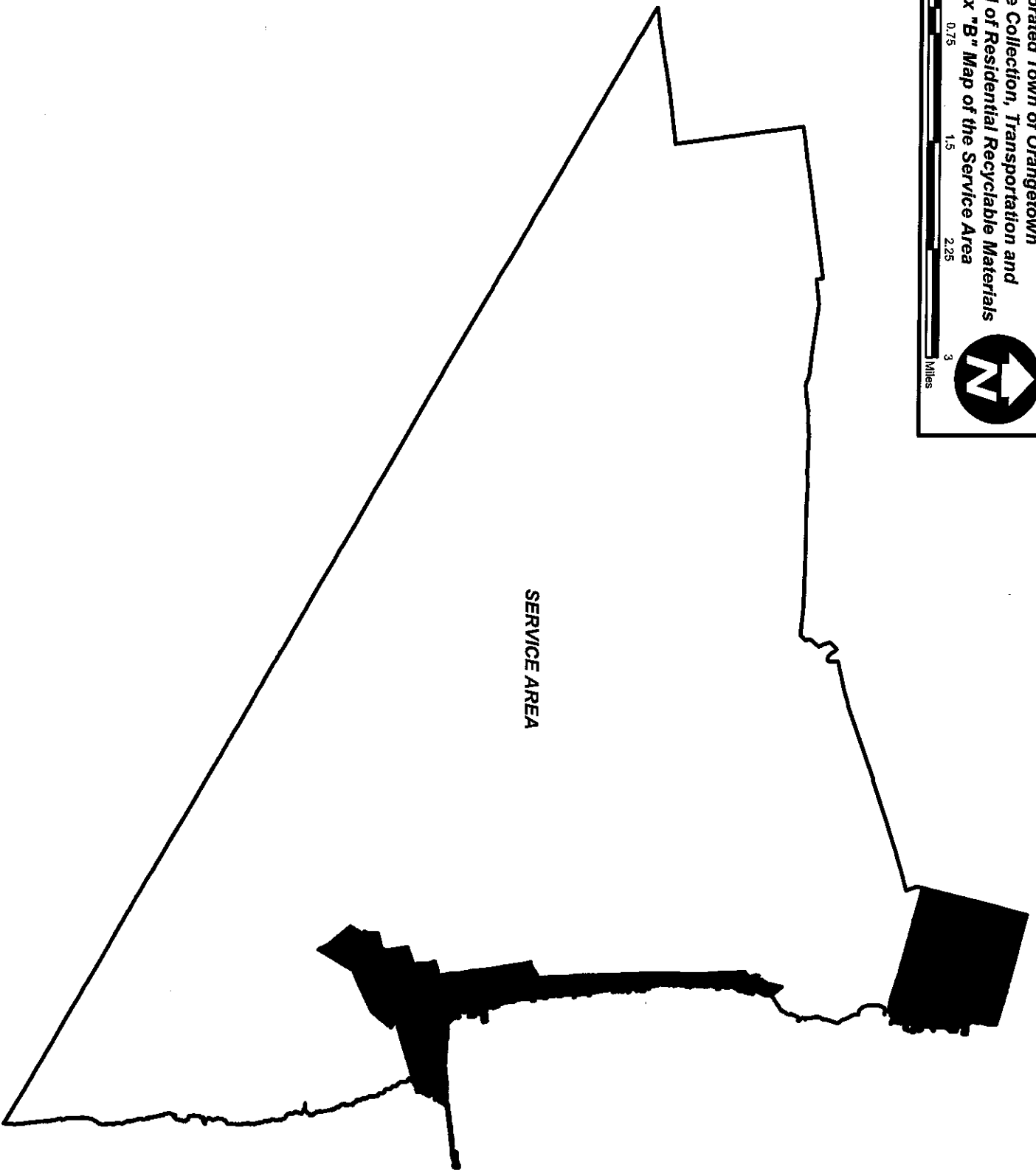
1. Operation of vehicles in an unsafe manner at the scale or on the facility site.
2. Operation of uninspected or unsafe vehicles.
3. Repeated spillage of recyclable materials onto the facility site or local roads and failure to cover open top vehicles containing recyclable materials.
4. Belligerent or threatening behavior by hauler employees.
5. Failure to affix Rockland County Solid Waste Management Authority ("Authority") specified registration numbers or stickers on vehicles.
6. Failure to follow rules for vehicle weighing, queuing, tipping and circulation patters.
7. Failure to follow designated routes or traveling on prohibited routes to the facility site.
8. Causing damage to the scale, scalehouse, facility or the facility site.
9. Deliberate delivery of unacceptable or hazardous wastes to the facility.
10. Failure to remove unacceptable waste tipped from the hauler's vehicle from the facility and facility site.
11. Failure to reimburse the Authority for its costs of handling unacceptable or hazardous wastes delivered to the facility.
12. Failure to keep Commingled Containers separate from Commingled Paper.
13. Failure to deliver acceptable wastes collected within the Town of Orangetown.
14. Deliberate delivery of acceptable wastes collected outside of the Town of Orangetown.
15. Failure to pay any fees which are past due to the Authority upon receipt of written notice.
16. Failure to supply information requested by the Authority which is reasonably necessary for the Authority to carry out its obligations.

APPENDIX "B"
SERVICE AREA

Unincorporated Town of Orangetown
Curbside Collection, Transportation and
Disposal of Residential Recyclable Materials
Appendix "B" Map of the Service Area



0 0.375 0.75 1.5 2.25 3
Miles



APPENDIX "C"
**PURCHASES BY OTHER LOCAL GOVERNMENTS OR SCHOOL
DISTRICTS**

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s).

1. The Town of Orangetown shall make contract award information available to other political subdivisions. Other political subdivisions may contact the Orangetown Highway Department at (845) 359-6500.
2. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the Town's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the Town when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the Town.
5. All Bidders shall be on notice that as a condition of the award of a Town contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The Town, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the Town's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions.

APPENDIX "D"
PREVAILING WAGE SCHEDULE



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Orangetown
Stephen Munno, Senior Administrative Asst
26 Orangeburg Road
Orangeburg NY 10962

Schedule Year 2023 through 2024
Date Requested 04/08/2024
PRC# 2024900394

Location Town of Orangetown
Project ID#
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2023 through June 2024. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

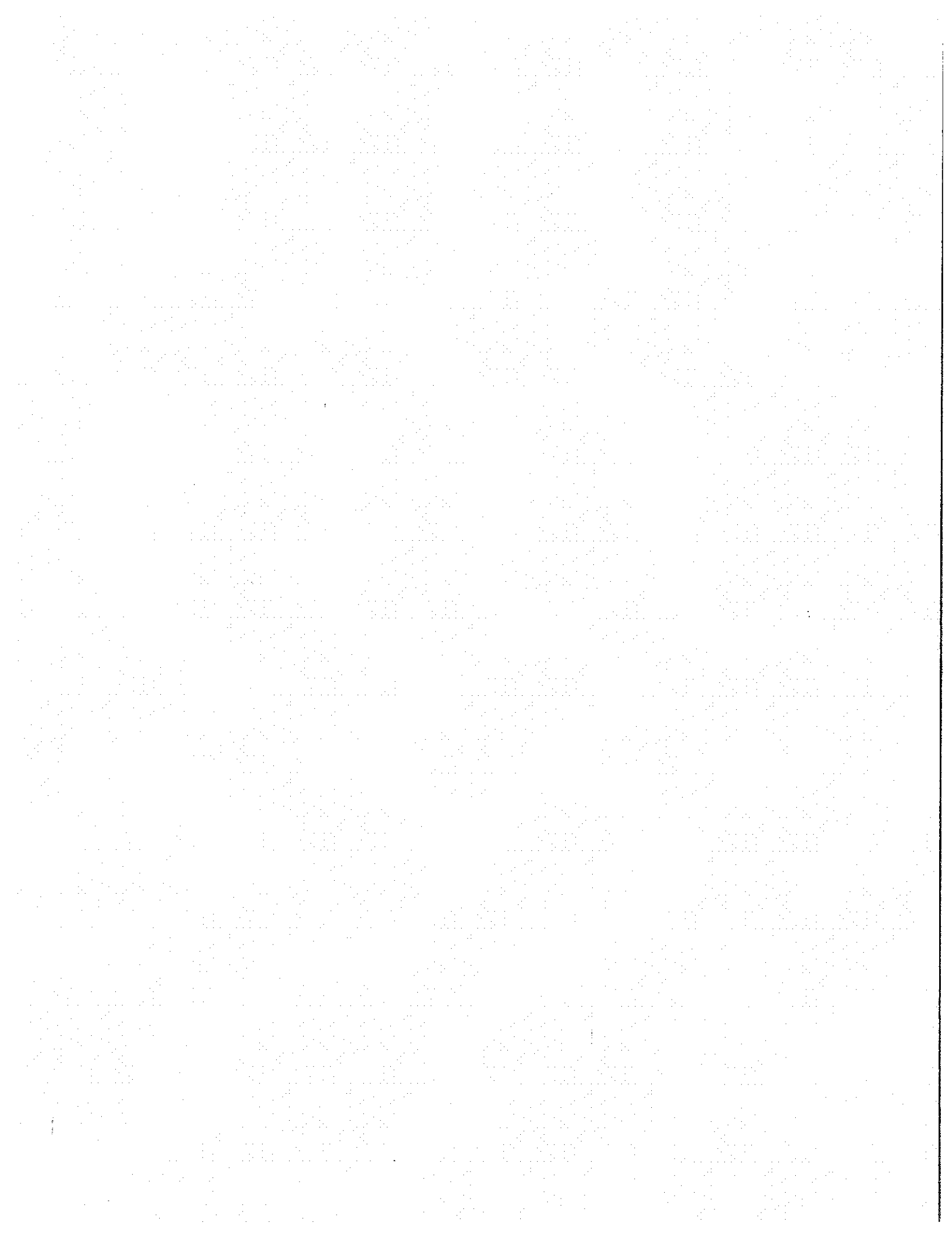
Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226



General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS DOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Orangetown
Stephen Munno, Senior Administrative Asst
26 Orangeburg Road
Orangeburg NY 10962

Schedule Year 2023 through 2024
Date Requested 04/08/2024
PRC# 2024900394

Location Town of Orangetown
Project ID#
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

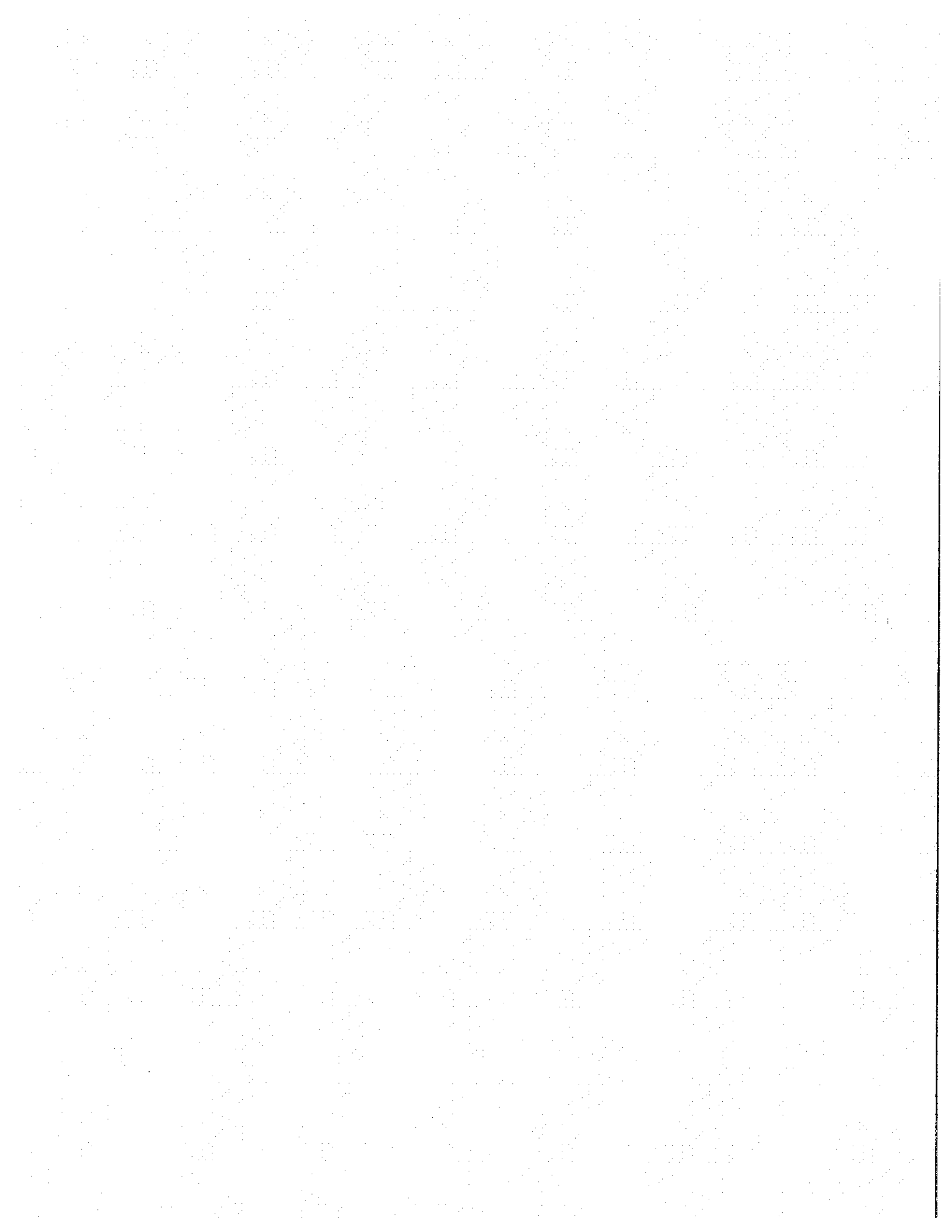
Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226



Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Rockland County Article 9

Trash and Refuse Removal

04/01/2024

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan

WAGES

Per hour: 07/01/2023
\$ 25.56

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.19

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Trash and Refuse Removal

04/01/2024

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

For use with Transfer Station Site Operations Only

Per hour: 07/01/2023

Indus. Truck Driver/Tractor Operator	\$ 22.86
Laborer/ non-construction	\$ 20.13
Conveyor operators and tenders	\$ 20.56
Weighers/Measurers	\$ 21.86

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.19

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) Contracting Agency Architect or Engineering Firm Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5).</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> 01 DOT</td> <td><input type="checkbox"/> 07 City</td> </tr> <tr> <td><input type="checkbox"/> 02 OGS</td> <td><input type="checkbox"/> 08 Local School District</td> </tr> <tr> <td><input type="checkbox"/> 03 Dormitory Authority</td> <td><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td> </tr> <tr> <td><input type="checkbox"/> 04 State University Construction Fund</td> <td><input type="checkbox"/> 10 Village</td> </tr> <tr> <td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td> <td><input type="checkbox"/> 11 Town</td> </tr> <tr> <td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td> <td><input type="checkbox"/> 12 County</td> </tr> <tr> <td></td> <td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td> </tr> </table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
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	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)														
<p>3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <table border="1" style="width:100%; margin-top: 10px;"> <tr> <td style="width:50%; padding: 5px;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td> <td style="width:50%; padding: 5px;">OFFICE USE ONLY</td> </tr> </table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY												
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY														

B. PROJECT PARTICULARS

<p>5. Project Title _____</p> <p>Description of Work _____</p> <p>Contract Identification Number _____</p> <p>Note: For NYS units, the OSC Contract No. _____</p>	<p>6. Location of Project: Location on Site _____</p> <p>Route No/Street Address _____</p> <p>Village or City _____</p> <p>Town _____</p> <p>County _____</p>														
<p>7. Nature of Project - Check One:</p> <p><input type="checkbox"/> 1. New Building</p> <p><input type="checkbox"/> 2. Addition to Existing Structure</p> <p><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</p> <p><input type="checkbox"/> 4. New Sewer or Waterline</p> <p><input type="checkbox"/> 5. Other New Construction (Explain)</p> <p><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</p> <p><input type="checkbox"/> 7. Demolition</p> <p><input type="checkbox"/> 8. Building Service Contract</p>	<p>8. OCCUPATION FOR PROJECT :</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td> <td><input type="checkbox"/> Fuel Delivery</td> </tr> <tr> <td><input type="checkbox"/> Tunnel</td> <td><input type="checkbox"/> Guards, Watchmen</td> </tr> <tr> <td><input type="checkbox"/> Residential</td> <td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td> </tr> <tr> <td><input type="checkbox"/> Landscape Maintenance</td> <td><input type="checkbox"/> Moving furniture and equipment</td> </tr> <tr> <td><input type="checkbox"/> Elevator maintenance</td> <td><input type="checkbox"/> Trash and refuse removal</td> </tr> <tr> <td><input type="checkbox"/> Exterminators, Fumigators</td> <td><input type="checkbox"/> Window cleaners</td> </tr> <tr> <td><input type="checkbox"/> Fire Safety Director, NYC Only</td> <td><input type="checkbox"/> Other (Describe)</td> </tr> </table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery	<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen	<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators	<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal	<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners	<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)
<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery														
<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen														
<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators														
<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment														
<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal														
<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners														
<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)														

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester _____

Signature _____



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

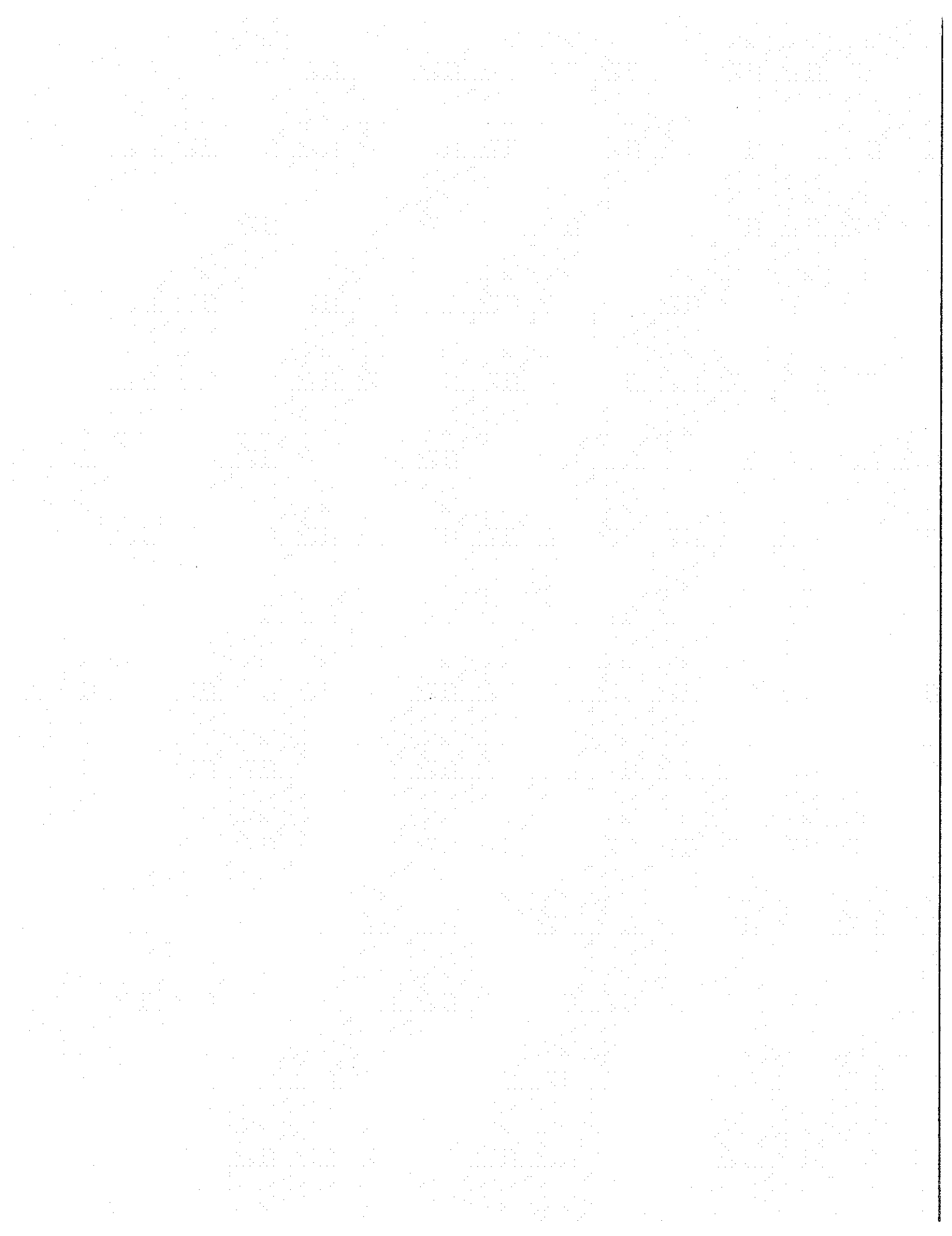
Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322



NYSDOL Bureau of Public Work Debarment List 04/05/2024

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	ECO CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027



New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 133605560
CHARLES CAPASSO & SONS CARTING INC
65 GRASSY POINT ROAD
STONY POINT NY 10980



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER CHARLES CAPASSO & SONS CARTING INC 65 GRASSY POINT ROAD STONY POINT NY 10980		CERTIFICATE HOLDER TOWN OF ORANGETOWN 24 ORANGEBURG RD ORANGEBURG NY 10962	
POLICY NUMBER W 456 488-6	CERTIFICATE NUMBER 489834	POLICY PERIOD 07/01/2023 TO 07/01/2024	DATE 1/19/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 456 488-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 683071976



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/24

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 GEORGE M. COMAS INC. 73 JEFFERSON AVENUE WESTWOOD, NJ 07675		CONTACT NAME: PHONE (A/C. No., Ext): (201)666-4011 FAX (A/C. No.): (201)666-9722 E-MAIL ADDRESS: Matt@comasagency.com	
INSURED CHARLES CAPASSO & SONS CARTING 65 GRASSY POINT RD STONY POINT, NY 10980 NY 10980		INSURER(S) AFFORDING COVERAGE INSURER A: THE GREAT DIVIDE INSURER B: KEY RISK INSURANCE INSURER C: STARSTONE SPECIALITY INS INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	GL-WINS-1023-23	12/31/23	12/31/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY	Y Y	CA-WINS-1076-23	12/31/23	12/31/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		89606A200ALI	12/31/23	12/31/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	POLLUTION LIABILITY		BAP2020501-17	12/31/23	12/31/24	OCCURRENCE 1,000,000 AGGREGATE 1,000,000

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

TOWN OF ORANGETOWN IS NAMED AS ADDITIONAL INSURED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF ORANGETOWN
 26 ORANGEBURG RD
 ORANGEBURG NY 10962

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

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) CHARLES CAPASSO & SONS CARTING INC 65 GRASSY POINT RD STONY POINT, NY 10980</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (845) 786-2139</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 133605560</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF ORANGETOWN 26 ORANGEBURG ROA ORANGEBURG, NY 10962</p>	<p>3a. Name of Insurance Carrier New York State Insurance Fund (NYSIF)</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL 6420 99 - 7</p> <p>3c. Policy effective period <u>12/15/2023</u> to <u>12/15/2024</u></p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits

B. Disability benefits only

C. Paid family leave benefits only

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/19/2024 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Kristin Markwica, Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: CHARLES CAPASSO & SONS CARTING, INC.
DOS ID: 1516115
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 402 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 03/14/1991
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/14/1991
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: CURRENT
COUNTY: ROCKLAND
NEXT STATEMENT DUE DATE: 03/31/2025
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

*Shows
current
active
Nothing
past due*

[ENTITY DISPLAY](#) [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: CHARLES CAPASSO & SONS CARTING, INC.
Address: 65 GRASSY POINT NY, STONY POINT, NY, UNITED STATES, 10980

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: CHARLES CAPASSO
Address: 2 TRAPROCK CIRCLE, NEW CITY, NY, UNITED STATES, 10956

Principal Executive Office Address

Address: 65 GRASSY POINT RD, STONY POINT, NY, UNITED STATES, 10980

Registered Agent Name and Address

Name:

Comp and Ext

From: Kristen Tenorio (kristent@alarioassociates.com)

To: capassorecycle@verizon.net

Date: Tuesday, April 23, 2024 at 12:19 PM EDT

Hi Leigh,

Here is everything.

Additional Return Information

Return ID: 23S:CAPASSOSONS:V1

Name line 1: CHARLES CAPASSO_SONS CARTING, INC.

Name line 2:

Taxing Authority

Federal - Extension

New Jersey - Extension

New York - Extension

Electronic Filing Status

Accepted

Accepted

Accepted

Status Date

03/12/2024

03/13/2024

03/12/2024

Kristen Tenorio

Senior Accountant

Alario & Associates, CPAs, PLLC

28 Railroad Avenue

Warwick, NY 10990

Phone (845)986-8717 Ext 222

Fax (845)986-9314



Charles Capasso & Sons FS 12 31 22.pdf
311.4kB



2023Scapasso&sons Extensions_Redacted.pdf
509.7kB

Tax Extensions
2024

for year ending
2023

EXTENSION FILING INSTRUCTIONS

FORM 7004

FOR THE YEAR ENDING

December 31, 2023

Prepared for	Charles Capasso & Sons Carting, Inc. [REDACTED]
Prepared by	Alario & Associates, Cpas PLLC 28 Railroad Avenue Warwick, NY 10990
Amount due	No payment is required.
Make check payable to	Not applicable
Mail extension and check (if applicable) to	Form 7004 has been filed electronically. This extends the filing date of the return until September 16, 2024.
Extension must be mailed on or before	Not applicable
Special Instructions	Tax extensions 2024 for year ending 2023

EXTENSION FILING INSTRUCTIONS

NEW JERSEY FORM CBT-200-TC

FOR THE YEAR ENDING

December 31, 2023

Prepared for	Charles Capasso & Sons Carting, Inc. [REDACTED]
Prepared by	Alario & Associates, Cpas PLLC 28 Railroad Avenue Warwick, NY 10990
Amount due	\$500
Make check payable to	Not applicable
Mail extension and check (if applicable) to	The extension has been prepared for electronic filing. If you wish to have it transmitted electronically to the New Jersey DOR, please contact our office. We will then submit the electronic extension to the New Jersey DOR. Do not mail a paper copy of the extension to the New Jersey DOR.
Extension must be mailed on or before	Not applicable
Special Instructions	Form CBT-200-TC extends the filing due date of the return until November 15, 2024. Your balance due of \$500 will be automatically withdrawn from the bank account ending in 1064 on or after March 6, 2024. Refer to Form CBT-200-TC on the Direct Deposit/Debit Report for complete account information.

EXTENSION FILING INSTRUCTIONS

NEW YORK FORM CT-5.4

FOR THE YEAR ENDING

December 31, 2023

Prepared for	Charles Capasso & Sons Carting, Inc. [REDACTED]
Prepared by	Alario & Associates, Cpas PLLC 28 Railroad Avenue Warwick, NY 10990
Amount due	\$1000
Make check payable to	Not applicable
Mail extension and check (if applicable) to	The extension has been prepared for electronic filing. If you wish to have it transmitted electronically to the NYSDTF, please sign, date and return Form TR-579.1-CT to our office. We will then submit the electronic extension to the NYSDTF. Do not mail a paper copy of the extension.
Extension must be mailed on or before	Return Form TR-579.1-CT to us by March 15, 2024.
Special Instructions	Form CT-5.4 extends the filing due date of the return until September 16, 2024. Your balance due of \$1000 will be automatically withdrawn from the bank account ending in 1064 on or after March 6, 2024. Refer to Form CT-5.4 on the Direct Deposit/Debit Report for complete account information.



Department of Taxation and Finance
**Request for Six-Month Extension to File
 New York S Corporation Franchise Tax Return**

CT-5.4

All filers must enter tax period:

beginning **01-01-23** ending **12-31-23**

Employer identification number (EIN)	File number AA6	Business telephone number		
Legal name of corporation CHARLES CAPASSO & SONS CARTING,			Trade name/DBA	
Mailing address Care of (c/o) Taxpayer			State or country of incorporation NY	
Number and street or PO Box			Date of incorporation	Foreign corporations: date began business in NYS
City	U.S. state/Canadian province	ZIP/Postal code	Country (if not United States)	For office use only
If you need to update your address or phone information for corporation tax, or other tax types, you can do so online. See <i>Business information</i> in Form CT-1.				

File this form to request a six-month extension of time to file Form CT-3-S.

A. Pay amount shown on line 5. Make payable to: New York State Corporation Tax Attach your payment here. Detach all check stubs. (See instructions for details.)	A	Payment enclosed 1,000.
Computation of estimated franchise tax		
1 Franchise tax (see instructions)	1	1,000.
2 First installment of estimated tax for the next tax year (see instructions)	2	
3 Total franchise tax and first installment (add lines 1 and 2)	3	1,000.
4 Prepayments of franchise tax (from line 10 below)	4	
5 Balance due (subtract line 4 from line 3 and enter here; if zero or less, enter 0; enter the payment amount on line A above)	5	1,000.

Composition of prepayments - If additional space is needed, enter *see attached* in this section and enter all relevant prepayment information on a separate sheet. Include all amounts in the total on line 10.

	Date paid	Amount
6 Mandatory first installment		
7a Second installment from Form CT-400		
7b Third installment from Form CT-400		
7c Fourth installment from Form CT-400		
8 Overpayment credited from prior years (see instructions)		
9 Overpayment credited from Form CT- <input type="text"/> Period <input type="text"/>		
10 Total prepayments (add all entries in Amount column)		0.

Paid preparer use only (see instr.)	Firm's name (or yours if self-employed) ALARIO & ASSOCIATES, CPAs, P.C.	Firm's EIN 06-158179	Preparer's PTIN or SSN P00188244
	Signature of individual preparing this document Jeffrey D. Alario, C28 RAILROAD AVENUE, WARWICK, NY 10990	State NY	ZIP code 10990
	Email address of individual preparing this document jeffa@alarioassociates.com	or Excl. code 03	Date 03-06-24

See instructions for where to file.

RETURN MUST BE E-FILED.
 This form cannot be paper filed. This copy is for informational purposes only.



New York State Authorization for Electronic Funds Withdrawal For Tax Year 2023 Corporation Tax Extensions

TR-579.1-CT (9/23)

Electronic return originator (ERO): **Do not** mail this form to the Tax Department. Keep it for your records.

Legal name of corporation CHARLES CAPASSO & SONS CARTING, INC.
--

Purpose

This form is for use by EROs only. An ERO must complete this form when **both** of the following conditions are met:

- the ERO is e-filing one of the following forms:
 - Form CT-5, *Request for Six-Month Extension to File (for franchise/business taxes, MTA surcharge, or both);*
 - Form CT-5.3, *Request for Six-Month Extension to File (for combined franchise tax return, or combined MTA surcharge return, or both);*
 - Form CT-5.4, *Request for Six-Month Extension to File New York S Corporation Franchise Tax Return;*
 - Form CT-5.6, *Request for Three-Month Extension to File Form CT-186 (for utility corporation franchise tax return, MTA surcharge return, or both);*
 - Form CT-5.9, *Request for Three-Month Extension to File (for certain Article 9 tax returns, MTA surcharge, or both); or*
 - Form CT-5.9-E, *Request for Three-Month Extension to File Form CT-186-E (for telecommunications tax return and utility services tax return); and*
- the balance due on the e-filed corporation tax extension is being paid by electronic funds withdrawal through an approved e-file software package.

Instructions

Complete this form only when you transmit an electronically filed corporation tax extension **and** payment is being made by electronic funds withdrawal.

Note that an electronic signature can be used as described in TSB-M-20(1)C, (2)I, *E-File Authorizations (TR-579 forms) for Taxpayers Using a Paid Preparer for Electronically Filed Tax Returns*. Go to our website at www.tax.ny.gov to find this document.

Important: You do not need to complete this form for corporation tax extension requests if no payment is required.

This form does **not** satisfy the signature requirement for e-filed Form CT-3, CT-3-A, CT-3-M, CT-3-S, CT-13, CT-33, CT-33-A, CT-33-C, CT-33-M, CT-33-NL, CT-183, CT-183-M, CT-184, CT-184-M, CT-186-E, CT-300, or CT-400.

Do not mail this form to the Tax Department. EROs must keep this form for three years and present it to the Tax Department upon request.

Taxpayer authorization for electronic funds withdrawal for corporation tax extensions

I authorize my ERO to transmit the information necessary for the New York State Tax Department to initiate an electronic funds withdrawal for the amount specified on this form from the financial institution account indicated below. I authorize the New York State Tax Department and its designated financial agents to initiate an electronic funds withdrawal from the financial institution account indicated on this 2023 electronic extension request, and I authorize the financial institution to withdraw the amount from the account. As New York does not support International ACH Transactions (IAT), I attest the source for these funds is within the United States. I understand and agree that I may revoke this authorization for payment only by contacting the Tax Department no later than two business days prior to the payment date.

Financial institution information (required if electronic payment is authorized)

1 Amount due with extension	1	1000.
2 Financial institution routing number	2	[REDACTED]
3 Financial institution account number	3	1064

Signature of authorized officer of the corporation	Date
Print your name CHARLES CAPASSO	Title of officer PRESIDENT

**CORPORATION BUSINESS TAX
APPLICATION FOR EXTENSION
OF TIME TO FILE WORKSHEET**

CBT-200-TC

**BEGINNING TAX YEAR 2016, YOU NEED TO PAY YOUR NEW JERSEY
CORPORATION BUSINESS TAX ELECTRONICALLY**

You need to pay the tax by one of these methods:

1. **Electronic Check or Credit Card:** Visit www.njtaxation.org and select "Make a Payment."
2. **Electronic Funds Transfer (EFT):** To register visit www.nj.gov/treasury/revenue/eft1.shtml

If you do not have access to the internet, call our Customer Service Center at 609-292-6400 to make a payment.

**RETURN MUST BE FILED ONLINE OR E-FILED.
This form cannot be paper filed - this
copy is for informational purposes only.**

Corporation Business Tax Application for Extension of Time to File Worksheet
CBT-200-TC

Beginning 01/01/2023 and ending 12/31/2023

2023

CHARLES CAPASSO & SONS CARTING, IN

Payments should be made electronically.

1. Estimated Corporation Business Tax	1.	500.00
2. Installment Payment (50% of Line 1)	2.	250.00
3. Key Corporation AMA	3.	.00
4. Tentative Profession Corporation Fee	4.	.00
5. Installment Payment for PC Fee (50% of Line 4)	5.	.00
6. Total Tax and Fee Due	6.	750.00
7. Less Payments to date	7.	250.00
8. Balance Due (Line 6 minus Line 7)	8.	500.00

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

OMB No. 1545-0233

▶ **File a separate application for each return.**
▶ **Go to www.irs.gov/Form7004 for instructions and the latest information.**

**Print
or
Type**

Name **CHARLES CAPASSO & SONS CARTING, INC.** Identifying number [REDACTED]

Number, street, and room or suite no. (If P.O. box, see instructions.)
[REDACTED]

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code).)
[REDACTED]

Note: File request for extension by the due date of the return. See instructions before completing this form.

Part I Automatic Extension for Certain Business Income Tax, Information, and Other Returns. See instructions.

1 Enter the form code for the return listed below that this application is for 25

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(T)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041 (estate other than a bankruptcy estate)	04	Form 1120-REIT	23
Form 1041 (trust)	05	Form 1120-RIC	24
Form 1041-N	06	Form 1120S	25
Form 1041-QFT	07	Form 1120-SF	26
Form 1042	08	Form 3520-A	27
Form 1065	09	Form 8612	28
Form 1066	11	Form 8613	29
Form 1120	12	Form 8725	30
Form 1120-C	34	Form 8804	31
Form 1120-F	15	Form 8831	32
Form 1120-FSC	16	Form 8876	33
Form 1120-H	17	Form 8924	35
Form 1120-L	18	Form 8928	36
Form 1120-ND	19		

Part II All Filers Must Complete This Part

- 2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here
- 3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here
If checked, attach a statement listing the name, address, and employer identification number (EIN) for each member covered by this application.
- 4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here
- 5a The application is for calendar year 2023, or tax year beginning _____, and ending _____
- b **Short tax year.** If this tax year is less than 12 months, check the reason: Initial return Final return
 Change in accounting period Consolidated return to be filed Other (See instructions - attach explanation.)

6 Tentative total tax	6	0.
7 Total payments and credits. See instructions	7	0.
8 Balance due. Subtract line 7 from line 6. See instructions	8	0.

LHA For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form 7004 (Rev. 12-2018)

CHARLES CAPASSO & SONS CARTING, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2022 and 2021

Alario & Associates

Certified Public Accountants
and Advisors

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Shareholder
Charles Capasso & Sons Carting, Inc.
Stony Point, New York 10980

Management is responsible for the accompanying financial statements of Charles Capasso & Sons Carting, Inc. (an S- corporation), which comprise the statements of assets, liabilities, and equity-tax basis as of December 31, 2022 and 2021, and the related statements of revenues, expenses, and retained earnings – tax basis for the years then ended in accordance with the tax basis of accounting, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Alario & Associates

Warwick, New York
February 28, 2024

CHARLES CAPASSO & SONS CARTING, INC.
STATEMENTS OF REVENUE, EXPENSES AND RETAINED EARNINGS
TAX BASIS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<u>REVENUES</u>	\$ 4,272,234	\$ 3,992,525
 <u>OPERATING EXPENSES</u>		
Salaries	2,131,468	2,061,610
Dump Fees	261,809	265,542
Truck Fuel and Maintenance	615,284	424,930
Purchases, Supplies and Uniforms	30,809	41,831
Payroll Taxes	164,232	165,207
Real Estate Taxes	36,609	36,051
Other Taxes	25,121	30,431
Insurance	535,146	500,210
Depreciation	156,102	188,182
Interest and Bank Charges	77,363	33,274
Professional Fees	10,605	8,309
Auto Expense	52,208	26,927
Repairs and Maintenance	28,188	7,999
Utilities	11,052	11,731
Telephone	6,559	6,702
Advertising	1,766	2,531
Travel and Entertainment	34,256	28,881
Tolls	-	2,130
Office and Postage	11,739	8,143
Payroll Processing Fees	8,830	6,948
Dues, Subscriptions and Licenses	18,312	22,048
Protective Services	2,760	3,659
Contributions	7,187	6,080
Miscellaneous	22,094	13,134
Total Operating Expense	<u>4,249,499</u>	<u>3,902,490</u>
Operating Income (Loss)	22,735	90,035
 <u>OTHER INCOME</u>		
Gain on Extinguishment of Debt	-	310,000
Gain on Sale of Asset	62,000	-
	<u>62,000</u>	<u>310,000</u>
Net Income (Loss)	84,735	400,035
Retained Earnings - Beginning of Year	(569,986)	(844,021)
Distributions	<u>(128,010)</u>	<u>(126,000)</u>
Retained Earnings - End of Year	<u>\$ (613,260)</u>	<u>\$ (569,986)</u>

See Independent Accountants' Compilation Report

CHARLES CAPASSO & SONS CARTING, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2021 and 2020

CHARLES CAPASSO & SONS CARTING, INC.

DECEMBER 31, 2021 and 2020

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Statements of Revenue, Expenses, and Retained Earnings - Tax Basis.....	3

Alario & Associates

Certified Public Accountants
and Advisors

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Shareholder
Charles Capasso & Sons Carting, Inc.
Stony Point, New York 10980

Management is responsible for the accompanying financial statements of Charles Capasso & Sons Carting, Inc. (an S- corporation), which comprise the statements of assets, liabilities, and equity-tax basis as of December 31, 2021 and 2020, and the related statements of revenues, expenses, and retained earnings – tax basis for the years then ended in accordance with the tax basis of accounting, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Alario & Associates

Warwick, New York
September 28, 2022

CHARLES CAPASSO & SONS CARTING, INC.
STATEMENTS OF ASSETS, LIABILITIES AND EQUITY
TAX BASIS
DECEMBER 31, 2021 AND 2020

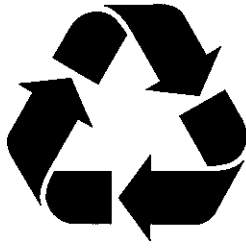
<u>ASSETS</u>	<u>2021</u>	<u>2020</u>
<u>CURRENT ASSETS</u>		
Cash	\$ 176,522	\$ 173,138
Loan Receivable: Employees	2,226	5,528
	<u>178,748</u>	<u>178,666</u>
<u>PROPERTY, PLANT AND EQUIPMENT, less</u>		
accumulated depreciation of \$ 3,738,911 and \$ 3,550,729	<u>637,034</u>	<u>726,527</u>
<u>OTHER ASSETS</u>		
Due from Related Party	<u>2,871</u>	<u>2,871</u>
Total Assets	<u>\$ 818,653</u>	<u>\$ 908,064</u>
<u>LIABILITIES AND EQUITY</u>		
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-Term Debt	\$ 205,779	\$ 149,208
Payroll and Sales Tax Payable	5,734	2,974
Credit Cards Payable	24,621	27,706
	<u>236,134</u>	<u>179,888</u>
<u>LONG-TERM LIABILITIES</u>		
Long-Term Debt Net of Current Portion	<u>472,795</u>	<u>892,487</u>
<u>EQUITY</u>		
Capital Stock	150	150
Additional Paid in Capital	679,560	679,560
Retained Earnings	(569,986)	(844,021)
Total Equity	<u>109,724</u>	<u>(164,311)</u>
Total Liabilities and Equity	<u>\$ 818,653</u>	<u>\$ 908,064</u>

See Independent Accountants' Compilation Report

CHARLES CAPASSO & SONS CARTING, INC.
STATEMENTS OF REVENUE, EXPENSES AND RETAINED EARNINGS
TAX BASIS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<u>REVENUES</u>	\$ 3,992,525	\$ 3,981,403
 <u>OPERATING EXPENSES</u>		
Salaries	2,061,610	1,958,141
Dump Fees	265,542	283,884
Truck Fuel and Maintenance	424,930	355,728
Purchases, Supplies and Uniforms	41,831	39,848
Payroll Taxes	165,207	142,464
Real Estate Taxes	36,051	36,093
Other Taxes	30,431	7,568
Insurance	500,210	580,101
Depreciation	188,182	311,054
Interest and Bank Charges	33,274	38,189
Professional Fees	8,309	11,022
Auto Expense	26,927	34,906
Repairs and Maintenance	7,999	38,787
Utilities	11,731	14,989
Telephone	6,702	9,002
Advertising	2,531	2,275
Travel and Entertainment	28,881	9,204
Tolls	2,130	7,262
Office and Postage	8,143	6,633
Payroll Processing Fees	6,948	6,030
Dues, Subscriptions and Licenses	22,048	14,684
Protective Services	3,659	5,473
Contributions	6,080	4,011
Miscellaneous	13,134	19,124
Total Operating Expense	<u>3,902,490</u>	<u>3,936,470</u>
Operating Income (Loss)	90,035	44,933
Gain on Extinguishment of Debt	<u>310,000</u>	<u>-</u>
Net Income (Loss)	400,035	44,933
Retained Earnings - Beginning of Year	(844,021)	(668,986)
Distributions	<u>(126,000)</u>	<u>(219,968)</u>
Retained Earnings - End of Year	<u>\$ (569,986)</u>	<u>\$ (844,021)</u>

See Independent Accountants' Compilation Report



Charles Capasso & Sons Carting has been a stalwart in the waste management and recycling industry since its inception in 1965. Starting with just one truck and a route in Nyack, Charles has diligently grown his business over the past five decades to become a respected and reputable player in the industry.

With a fleet of more than 10 trucks and over 30 employees, Charles Capasso & Sons Carting provides recycling collection to several municipalities locally including Orangetown, Clarkstown, Haverstraw, Stony Point, Nyack, Piermont, Grandview and South Nyack.

Through our hard work and dedication, Charles Capasso & Sons has successfully completed all contracts and negotiated renewals at completion dates. We are well versed in prevailing wage laws, insurance requirements, and have a fleet adequately equipped to efficiently carry out recycling pick up services. Our management team, comprised of individuals who have been with the company for a considerable amount of time, ensures that all operations run smoothly and efficiently.

References:				
Contracts:	Contact:	Phone:	Work responsibility:	
Town of Clarkstown	Chris Wagner	845-639-2111	Curbside Collection, Transportation and Disposal of Residential Recyclable Materials	
Town of Haverstraw	Michael Gamboli	845-429-2200	Curbside Collection, Transportation and Disposal of Residential Recyclable Materials	
RCSWMA- Town of Stony Point	Gerald Damiani	845-735-2200	Curbside Collection, Transportation and Disposal of Residential Recyclable Materials	
RCSWMA- River Villages (Grandview, Piermont, Nyack)	Gerald Damiani	845-735-2200	Curbside Collection, Transportation and Disposal of Residential Recyclable Materials	
Town of Orangetown	Stephen Munno	845-359-5100	Curbside Collection, Transportation and Disposal of Residential Recyclable Materials	

Management Members					
Name	Position	Job Duties:	Address:	Cell:	Year Started:
Charles Capasso	President	Manages daily operations	2 Trap Rock Circle New City, NY 10956	845-222-2083	since inception
Kevin Capasso	Operations Manager	Manages daily operations	19 Bradley Drive New City, NY 10956	845-222-0048	1988
Leigh Capasso	Supervisor	Administrative operations	19 Bradley Drive New City, NY 10956	845-558-6946	2012
Rob Guerriero	Supervisor	Manages daily operations secondary to Kevin. Manages repairs and maintenance of fleet	25 Carmen Drive Nanuet NY 10954	914-804-4316	1995

AIA[®] Document A310[™] – 2010

Bid Bond

Bond No. LN8880323

CONTRACTOR:

CHARLES CAPASSO & SONS CARTING, INC.
65 Grassy Point Road
Stony Point, NY 10980

SURETY:

Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, MD 21094

OWNER:

TOWN OF ORANGETOWN
26 ORANGEBURG ROAD
Orangeburg, NY 10962

BOND AMOUNT: 5% percent of the amount bid not to exceed \$65,000.00

PROJECT:

CURBSIDE COLLECTION, TRANSPORTATION, AND
DISPOSAL OF RECYCABLE MATERIALS.

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

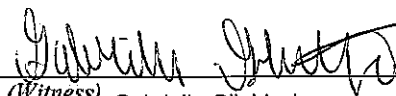
Signed and sealed this 25th day of April 2024

CHARLES CAPASSO & SONS CARTING, INC.

(Principal)

(Seal)

(Witness)

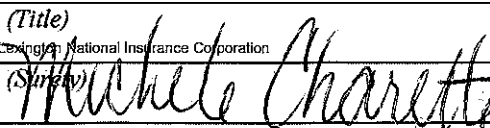


(Witness) Gabrielle Glinbizzi

(Title)

Lexington National Insurance Corporation

(Surety)



(Seal)

Michele Charette, Attorney-in-fact

SURETY ACKNOWLEDGEMENT

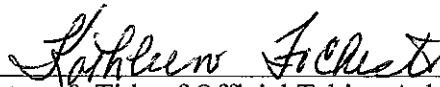
State of New Jersey

ss:

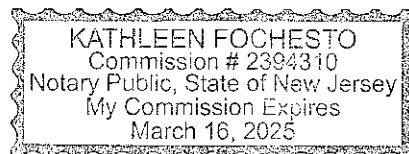
County of Morris

On this 25th day of April, 2024, before me personally comes

Michele Charette to me known; who, being by me duly sworn, deposes and says that he/she resides in Bartonsville, PA, that he/she is the Attorney-in-Fact of the Lexington National Insurance Corporation the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.



(Signature & Title of Official Taking Acknowledgment)



CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently all bidders shall submit, with their bid, a consent of surety in substantially the following form:

TO: TOWN OF ORANGETOWN

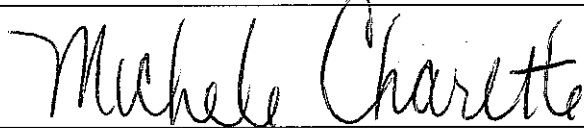
RE: CHARLES CAPASSO & SONS CARTING, INC.

PROJECT DESCRIPTION:

CURBSIDE COLLECTION, TRANSPORTATION, AND DISPOSAL OF RECYCABLE MATERIALS.

This is to certify that the Lexington National Insurance Corporation
will provide to TOWN OF ORANGETOWN a performance
bond in the full amount of awarded contract in the event that said contractor
is awarded contract for the above project.

CHARLES CAPASSO & SONS CARTING, INC.

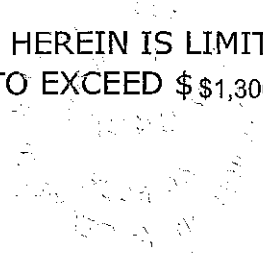


Michele Charette Attorney In Fact
(Authorized Agent of Surety Company)

Date: 4/25/2024

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR
COMPANY REPRESENTATIVE SUBMITTING THE BID.

THE CONSENT OF SURETY CONTAINED HEREIN IS LIMITED TO A CONTRACT
AWARD NOT TO EXCEED \$1,300,000.00



POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Patrick J. Lynch, Sr., Patrick J. Lynch, Jr., Michele Charette, Gina Ring, Phyllis Pepe

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company’s liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



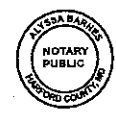
State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 25th day of April, 2024

Corporate Seal:


Lisa R. Slater, Secretary

LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. BOX 6098 -- LUTHERVILLE, MD 21094

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2022

ASSETS

Bonds (Amortized Value)	\$6,600,744
Common Stocks (Market Value)	2,533,783
Mortgage Loans on Real Estate	4,647,626
Real Estate - Properties held for sale	- 0 -
Cash & Bank Deposits	15,269,590
Unpaid Premiums & Assumed Balances	1,362,064
Deferred Tax Asset	309,985
Electronic Data Processing Equipment	- 0 -
Miscellaneous Receivable	395,874
Interest & Dividends Due and Accrued	36,544
Funds Held in Escrow Accounts	78,171,921
TOTAL ASSETS	<u>\$109,328,131</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported losses net as to reinsurance ceded and incurred but not reported losses)	\$ 488,000
Commissions Payable	128,472
Other Expenses (Excluding taxes, licenses, and fees)	343,640
Taxes, Licenses & Fees (Excluding Federal Income Tax)	158,195
Federal Income Taxes	463,763
Unearned Premiums	9,804,476
Advance Premiums	52,000
Reinsurance Payable	202,870
Deferred Ceded Commission	1,592,058
Accounts Withheld by Company for Account of Others	78,899,730

TOTAL LIABILITIES \$92,133,204

Common Capital Stock	3,033,940
Gross Paid-in & Contributed Surplus	450,000
Unassigned Funds (Surplus)	14,115,179
Treasury Stock	<u>(404,192)</u>

Surplus as Regards Policyholders 17,194,927

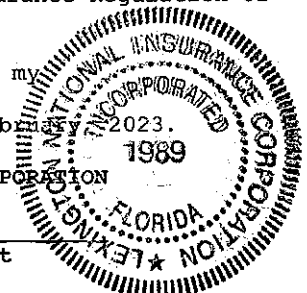
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS \$103,328,131

I, Kim Marzullo, CFO, Vice President of Lexington National Insurance Corporation, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2022, as reflected by its books and records and as reported in its statement on file with the Office of Insurance Regulation of the State of Florida.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company seal this 28TH day of February 2023.

LEXINGTON NATIONAL INSURANCE CORPORATION

Kim Marzullo
 Kim Marzullo, CFO, Vice President



Charles Carosso & Sons Carting Inc
65 Grossy Point Rd
Stony Point NY 10986

TOWN OF ORANGETOWN
2024 APR 24 P 2:59
TOWN CLERK'S OFFICE

Curb side Collection, Transportation
and Disposal of Residential
Recyclable Materials
April 2024

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

DATE: May 2, 2024
TO: Town Board
FROM: James J. Dean, Superintendent of Highways 
RE: Bid Award – Curbside Collection, Transportation and Disposal of Residential Recyclable Materials

Please be advised that it is my recommendation that the bid for Curbside Collection, Transportation and Disposal of Residential Recyclable Materials be awarded to Charles Capasso and Sons, Stony Point, New York, the only qualified bidder, in the amount of \$8.50 per dwelling unit for collection once per week, every week for 2024/2025; \$9.18 per dwelling unit for collection once per week, every week for 2025/2026; \$9.91 per dwelling unit for collection once per week, every week for 2026/2027; \$10.70 per dwelling unit for collection once per week, every week for 2027/2028; \$11.56 per dwelling unit for collection once per week, every week for 2028/2029.

Work completed under this contract will be charged to Account # B.8160.457.17

This bid was advertised in the Town's official newspapers as well as being advertised through the Empire State Purchasing Group.





KEVIN BARBER
 ISA Certified Arborist®
 NJ Licensed Tree Expert #270
 B.S. Forestry



M: (201) 410-0991
 C: (201) 768-0694
 kbarber@savatree.com
 savatree.com
 401 Paulding Avenue
 Northvale, NJ 07647

Tree crew Costs per Day

Crane Removal Crew

Labor

Crane.	\$160.12	@ 8 hrs	\$1,280.96
Bucket Truck	\$160.12.	@ 8 hrs.	\$1,280.96
Chipper, Chipper Truck	\$160.12	@ 8 hrs	\$1,280.96
BobCat/Skidder	\$160.12.	@ 4 hrs	\$640.48
Log Truck	\$160.12.	@ 4 hrs.	\$640.48
			SUB TOTAL. \$5,123.84

Equipment

Crane	\$285.94	@ 8hrs	\$2,287.52
Bucket Truck	\$97.22.	@ 8hrs.	\$777.76
Chipper, Chipper Truck	\$85.79	@ 8hrs	\$686.32
BobCat/Skidder	\$142.97	@ 4hrs	\$571.88
Log Truck	\$97.22	@ 4hrs	\$388.88
			SUB TOTAL. \$4,712.36

Crane Removal crew Daily estimated rate. \$9,836.20

Certified Arborist Daily one hour cost \$171.56

Bucket Truck Removal Crew

Same as above minus Crane cost (\$3568.48)
 Plus 4 extra skidder/labor hours \$1,212.36

Bucket Truck Removal Crew Daily Net out \$7,480.08

Budgets:

Blue Hill Golf Course

5 and 6 hole	\$39,244
Lakeside (Bunker)	\$134,652

Broad Acres Golf Course

Holes 1-9	\$79,992
-----------	----------

Budget \$253,888

INTERMUNICIPAL AGREEMENT

WITH

TOWN OF ORANGETOWN

Partial Reimbursement of Law Enforcement Overtime

For Counterterrorism Training

THIS AGREEMENT made the _____ day of April, 2024, by and between the **COUNTY OF ROCKLAND on behalf of the Rockland County Sheriff's Department**, 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:

WITNESSETH:

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. 201 of 2024** 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, 2020**, and terminating **August 31, 2021**.

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

By: _____
TERESA M. KENNY
Town Supervisor

Dated: _____

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

By: _____
LOUIS FALCO III
Sheriff

Dated: _____

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

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

JG/bc
2024-06117

RECEIVED

APR 01 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN

SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 24-SP-008

RECEIVED

APR 12 2024

Orangetown Police Department

EVENT NAME: SOL-ALE SUMRUE WALK

APPLICANT NAME: JACKIE DOYLE

ADDRESS: 74 HIGHWAY AVE, NANUET, NEW YORK 10954

PHONE #: 914-476-3205 CELL # FAX #

CHECK ONE: PARADE RACE/RUN WALK OTHER

The above event will be held on MAY 18th, SAT from 5:30am to 7:30am RAIN DATE: NONE

Location of event: ROCKLAND GAA, 160 OLD ORANGETOWN RD, ORANGETOWN, NEW YORK 10962

Sponsored by: Telephone #: 829

Address:

Estimated # of persons participating in event: 100-200 vehicles

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

JACKIE DOYLE (914) 476-3205 74 Highway Ave, Nanuet, NY 10954

Signature of Applicant: [Signature] Date: 3/27/2024

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 4/1/24

Certificate of Insurance - Received On: 4/8/24

Hold Harmless Agreement - Received On: 4/10/24

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N Received On: X

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

NYS DOT Permit: Y/N Received On: X

Route/Map/Parking Plan: Y/N Received On: 4/1/24

RFS #: 60028 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER:

APPROVED: [Signature] 4.8.24 DATE: M.D. 4/8/24
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: 4/11/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N Items:

APPROVED: [Signature] DATE: 4/17/24
Chief of Police

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

Workshop Agenda Date: 5/7/24 Approved On: TBR #:

SATURDAY
MAY 18th, 2024

RECEIVED

APR 16 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

APR 01 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Jackie Doyle
Rockland Solace Committee
Solace House
jackiejdoyle@gmail.com

By Email 3/25/2024

Town Council
26 W. Orangeburg Road
Orangeburg, NY 10962

Re: Approval request for Solace Sunrise Walk – Saturday, May 18, 2024

Dear Town Council,

I am writing on behalf of the Rockland Committee of Solace House to obtain approval to host our 5K suicide awareness walk on behalf of Solace House. Solace House is a suicide prevention center which provides confidential and therapeutic, free services to those who are experiencing suicidal thoughts, depression, and anxiety, bereavement by suicide and for those who engage in self-harming behaviors. The major foundation stone of this prevention center is a phenomenon known as the Solace Sunrise Walk. This 5-kilometer walk begins while it is still dark and is the start of a symbolic journey that reflects the path that many people travel on a personal level - going from darkness into light with the help and support of Solace House.

SK Solace Walk Details:

1. The walk will commence at 6:00 am at the GAA grounds located at 160 Old Orangeburg Road, Orangeburg, New York, 10962, on Saturday, May 18, 2024. From the GAA grounds we will walk around the back through the South Orangetown Little League to exit onto Old Orangeburg Road, from there to OMM fields, located at 175 Old Orangeburg Road, we will walk three laps of OMM path and then return to the GAA facility following the same route we came entering the South Orangetown Little League, 200 Old Orangeburg Road, Orangeburg, New York 10962. Please find the precise route attached.
2. Prior online registration and same day registration will be available.
3. We will provide water and bagels post-walk to participants which will be donated from local merchants.

Permissions:

1. We have permission from Anne Nally, GAA to lend us the space to host the walk on Saturday, May 18, 2024. We have permission from Kerry Beckman of OMM to lend us the space to host the walk on, Saturday, May 18, 2024.
2. We have permission from Thomas Cameron, South Orangetown Little League to lend us the space to walk through the grounds on Saturday, May 18, 2024
3. We reached out to Capitan Michael Shannon from the Orangetown Police Department he agreed to provide police presence on the day.
4. We have completed our Town of Orangetown Special Use Permit.

Various Department Requests

Starting at 5:30 am we will need police detail.

We will need barricade cones from the highway department. We will not close the road.

Please let us know if there is anything else we need to provide and the next steps necessary to make sure this walk is compliant with the town's requirements.

Thank you for your consideration for this worthy cause.

Best regards,

/s/Jackie Doyle

Rockland Solace Committee- Volunteer

Search Google Maps
See travel times, traffic and nearby places

RECEIVED

APR 01 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Etihaq City Football
Academy New York

Old Orangeburg Rd

Old Orangeburg Rd

W Orangeburg Rd



20

World Class FC

Old Orangeburg Rd

South Orangetown
Little League (SOLL)

Old Orangeburg Rd

Cook Chill
Production Center

Google

Rockland GAA

OMM Orangetown
Youth Soccer Association

Bobby Sands Way

3rd Ave

3rd Ave

Chas. Hill Harris Way

Old Orangeburg Rd

3rd Ave

Place Dr

Oak St

2nd Ave

South St

2nd Ave

2nd Ave

Staff Ct

Old Orangeburg Rd

1st Ave

1st Ave

Sign in

Rockland Hospital
Guild, Inc

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Solace House Inc, with an address of 1040 Jackson Ave, 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]: Solace Sunrise Walk - 5k walk.

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: Solace House Inc)

By: Kerri Meenagh
Kerri Meenagh

Sworn to before me this 9 day
of April, 2021

Notary Public [Signature]

AMY BETH LEON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE6382966
Qualified in Bronx County
Commission Expires 02/02/2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2024

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

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

PRODUCER eSportsInsurance 3100 Five Forks Trickum Rd Lilburn Georgia 30047 APR 08 2024	CONTACT NAME: Terry Green	
	PHONE (A/C, No, Ext): 800-550-5029	FAX (A/C, No): 678-205-8041
E-MAIL ADDRESS: desirae@esportsinsurance.com		
PRODUCER CUSTOMER ID:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Solace House Inc. 1040 Jackson Ave Long Island City, NY 11101 A Member of the Sports, Leisure & Entertainment RPG TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	INSURER A: AIG Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W02667503 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		9YAPG0001334486500	05/18/2024 12:01 AM EDT	05/19/2024 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						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"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486500	05/18/2024 12:01 AM EDT	05/19/2024 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.
Event Name: Solace Sunrise Walk Rockland Type of Event: Walk and Run Distance:5K
Event Date (including ancillary events and set-up/tear-down): 5/18/2024 to 5/18/2024 Number of Participants: 250 Event Location: Rockland GAA , 160 Old Orangeburg Road, Orangeburg

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962
Named Insured: Solace House Inc.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT # 24-SP-002

RECEIVED

EVENT NAME: Gran Fondo New York / GFNY World Championship / Gran Premio NYC 2024

JAN 29 2024 APPLICANT NAME: Lidia Fluhme

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

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

PHONE #: 917-656-2005

CELL # 917-656-2005

FAX # _____

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

The above event will be held on 5/19/24 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 Nee York, NJ 07093 646-468-1578

Signature of Applicant: [Signature]

Date: 1/28/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Hold Harmless Agreement: 4/26/24
Letter of Request to Town Board requesting aid for event - Received On: 1/29/24

Certificate of Insurance - Received On: 2/14/24

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N Received On: X

Rockland County Highway Dept. Permit Y / N - Received On: 2/16/24

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

Route/Map/Parking Plan Y / N - Received On: 1/29/24

RFS #: 59649 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: Detour Signs

APPROVED: [Signature] 4-22-24
Superintendent of Highways

DATE: MO 4/10/24

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y / N: _____ Other: Rail Trail Use (Closure)

APPROVED: [Signature]
Superintendent of Parks & Recreation

DATE: 4/25/24

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature]
Chief of Police

DATE: 4-26-24

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

Workshop Agenda Date: 5/7/24

Approved On: _____

TBR #: _____



GFNY
WORLD CHAMPIONSHIP
NEW YORK CITY

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

January 28, 2024

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

Police Chief Donald Butterworth
Sergeant Pete Maher
Officer Michael Yannazzone, Jr
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, Officer Yannazzone, Superintendent Dean, Katie, Aric,

GFNY and its riders thank you for Orangetown's support of the race over the past fourteen 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 experience is the dedication and professionalism of every person who works and contributes to the event.

In 2023, GFNY laid the groundwork to add a professional cycling event to join the open / amateur race that has been held since 2011. In 2023, GFNY had a modified course became 15 miles shorter to accommodate professional race requirements and tested the police timetables and revised operations. Now in 2024, GFNY is preparing to hold a ground-breaking event format in cycling: professionals and amateurs racing on the same course at the same time. This event setup has never been done in cycling before. Also a first this May: 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 inaugural Gran Premio NYC; from countries as Italy, Switzerland, Canada, UK, Germany, Mexico, New Zealand, the Emirates, Colombia, Ecuador, and other nations, and seven US teams. This is in addition to the 5000 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. The race is also special because there is only one other professional race in the US at the international level, in Maryland, hence GP and GFNY are a very special occurrence in American cycling. Due to budget constraints, we are unfortunately not able to offer a women's professional race in 2024, we hope to be able to secure sponsors to be able to add this for GFNY 2025.

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 serves tens of thousands of athletes from 120 nations each year.

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 2024.

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 19, 2024. We plan a similar route to GFNY 2023. We will be coordinating the route and logistics details with Sgt Maher and Officer Yannazzone.

Route Marking

GFNY crew will begin marking the race route starting Monday, May 6, 2024. 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 20, 2024.

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,



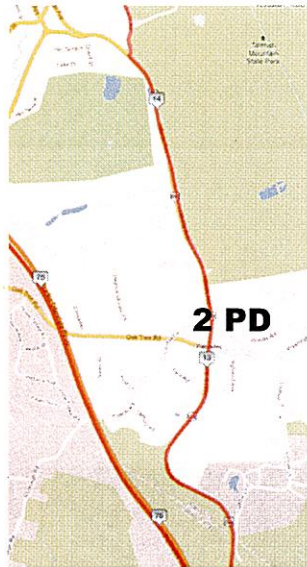
Lidia Fluhme
Founder and Race Organizer
Gran Fondo New York

Proposed Route

NORTHBOUND

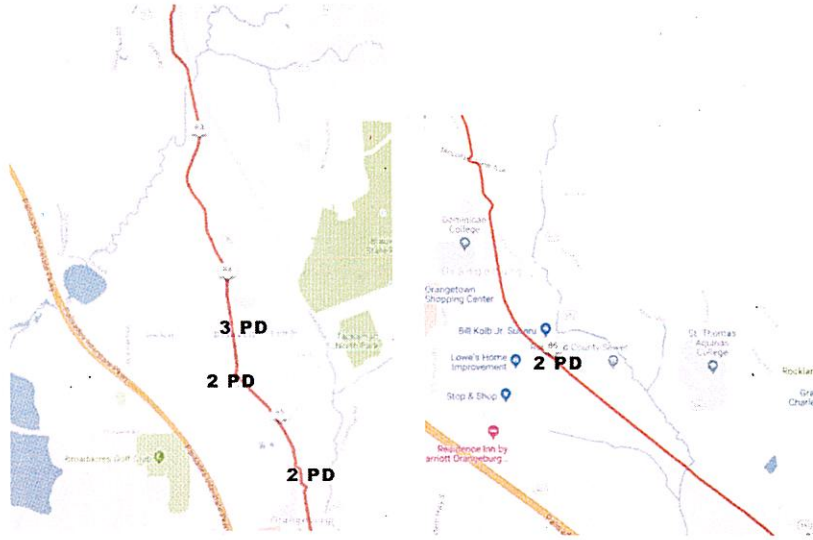
Route	Mile (approx.)	First cyclist	Last cyclist	Existing control	PD/Volunteer	Contact
Continuing on 9W	14	7:35	8:50			
Straight past Oak Tree Road	14	7:35	8:50	Light	2 PD at Oak Tree Rd	Lt Schiller 845-359-3700

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	Lt 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	

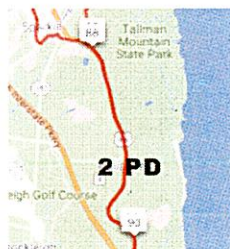


Presence on the Orangetown Parks Rail Trail:

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	Lt 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

Gran Fondo New York, with an address of 5114 Kennedy Blvd West, in West New York, NJ 07093
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]: GFM World Championship 2024

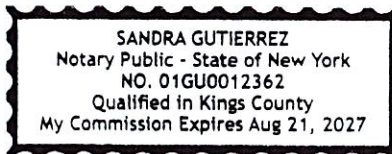
Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name:) Gran Fondo New York, Lidia Fuhne

By: [Signature]

Sworn to before me this 24th day of April, 2024

Notary Public [Signature]



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
attached endorsement CG 20 26 (12/2019).

Event Number: 2024-8435
Event Name: GFNY World Championship NYC 2024
Event Location: Fort Lee, NJ
Event Date(s): 05/19/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

RECEIVED



ROCKLAND COUNTY HIGHWAY DEPARTMENT

FEB 16 2024
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: Gran Fondo New York / GFNY World Championship 2024

Date (s): 5/19/24 Time (s): 7am-5pm No. of Participants: 5000

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other Cycling marathon

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
Ridge Rd, Central Hwy, W Main St, Rte 210, Calls Hollow Rd, Willow Grove Rd, Pomona Rd, Mott Farm Rd, Gate Hill Rd, Strawtown Rd	Orangetown, Piermont, Nyack, Upper Nyack, Clarkstown, Haverstraw, Village of Haverstraw, Village of West Haverstraw, Pomona, Stony Point, Ramapo

Applicant Information:

Gran Fondo New York

Applicant (individual, organization, group)

5114 Kennedy Blvd West #16.

Mailing Address

West New York. NJ 07093

City, State, Zip Code

lidia@gfny.com

Email Address

Lidia Fluhme

Authorized Representative (if different from Applicant)

917-656-2005

Telephone Number (including area code)

917-656-2005

Cell Phone Number (including area code)

lidia@gfny.com

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**

- 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 \$ 500

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

1/29/24
Date

Application Received By:

RCHD Representative's Signature

02/08/2024
Date

Application Approved By:

RCHD Superintendent of Highways

2/15/24
Date

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

RECEIVED

APR 12 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-010

EVENT NAME: TAPPAN MEMORIAL DAY PARADE

APPLICANT NAME: CARL A. SCHEIDT POST 1221 - VOL. FIRE ASN. OF TAPPAN NJ

ADDRESS: PO BOX 105 - TAPPAN, NY 10983

PHONE #: 845-821-8434 CELL # _____ FAX # _____

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

The above event will be held on MAY 27, 24 from 10 AM 2 PM RAIN DATE: NONE

Location of event: WESTERN HWY AT GREENBUSH RD - TO CLUST A TRADITION MAIN ST

Sponsored by: AM. LEGION & V.F.W. Telephone #: 845-821-8434

Address: PO BOX 105 TAPPAN, NY 10983

Estimated # of persons participating in event: 400 vehicles 20

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

CDR. MICHAEL SEEBACH PO BOX 105 - TAPPAN, NY 10983

Signature of Applicant: [Signature] Date: 4-10-24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Hold Harmless Agreement: 4/26/24 4/23/24

Letter of Request to Town Board requesting aid for event - Received On: 4/23/24

Certificate of Insurance - Received On: 4/12/24

FOR HIGHWAY DEPARTMENT USE ONLY:
Road Closure Permit: N - Received On: 4/12/24

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

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

Route/Map/Parking Plan: N - Received On: 4/12/24

RFS #: 60294 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: Message Boards

APPROVED: [Signature] DATE: 4/16/24
DEPUTY Superintendent of Highways MD 4/16/24

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

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

APPROVED: [Signature] DATE: 4/25/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: Av. Detail Items: _____

APPROVED: [Signature] DATE: 4/26/24
Chief of Police

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

Workshop Agenda Date: 5/7/24 Approved On: _____ TBR #: _____

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

CARL A. SCHELIN AM. Legion, with an address of PO BOX 105 TAPPAN, NY, 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]: ANNUAL MEMORIAL DAY PARADE.

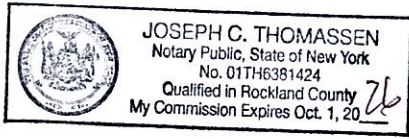
Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name:) CARL A. SCHELIN AMERICAN LEGION POST 1271

By: [Signature]
MICHAEL I. SEEBARTH SR
COMMANDER

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

[Signature]
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

RECEIVED



**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

APR 12 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME Carl A. Schelin American Legion Post 271
Volunteer Fire Association of Tappan, NY DATE 4/10/24
COMPANY American Legion
ADDRESS P.O. Box 105 Tappan, NY 10983
TELEPHONE 845-821-8434

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Greenbush Road, Tappan

(Address number and name of road)

Between Old Tappan Road and Kings Highway

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Memorial Day Parade

DATE OF CLOSING 5/27/24 RAIN DATE None

TIME ROAD WILL BE CLOSED 9am-2pm

WILL ROAD BE OPEN TO LOCAL TRAFFIC? No

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

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

PRELIMINARY APPROVAL [Signature] DATE 4/16/24
JAMES J. DEAN

DEPUTY 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2024

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 00001114-319361 **REVISION NUMBER:** 44

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

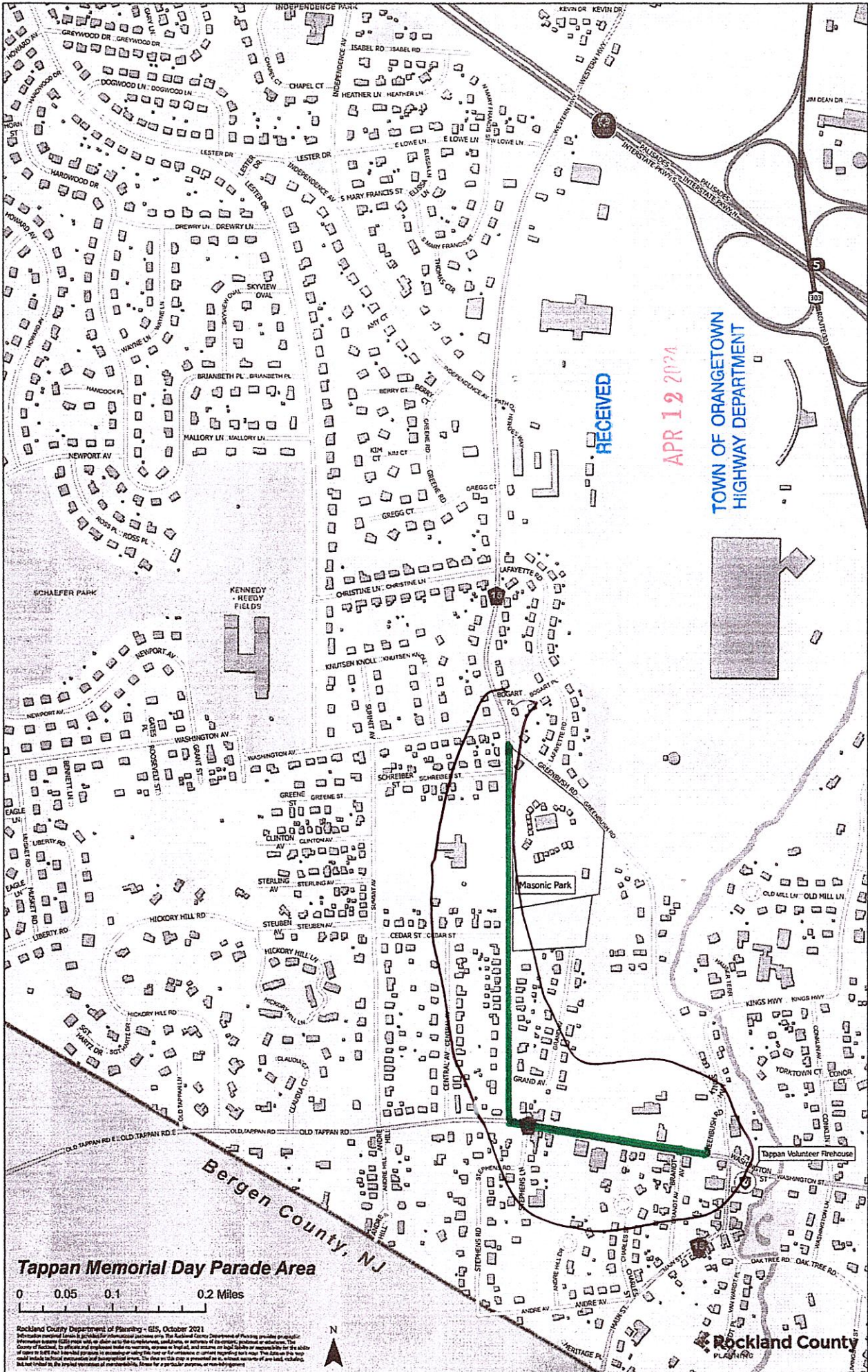
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	VFNU-TR-0014556	06/16/2023	06/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	VFNU-TR-0014556	06/16/2023	06/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	VFNU-TR-0014556	06/16/2023	06/16/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROOF OF INSURANCE FOR USE OF MESSAGE BOARD FOR UPCOMING EVENTS. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

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

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RECEIVED

APR 12 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Tappan Memorial Day Parade Area

0 0.05 0.1 0.2 Miles

Rockland County Department of Planning - GIS, October 2021
 Information contained herein is published for informational purposes only. The Rockland County Department of Planning provides geographic information systems (GIS) data which is subject to the completeness, and accuracy, or absence of, of geographic information. The County of Rockland, its officers and employees make no warranty, express or implied, and assume no liability or responsibility for the ability of users to use the data for purposes not intended or for any consequences or damages resulting therefrom. The data on this map may include but is not limited to parcel boundaries and other information. The data on this map is presented as is, without warranty of any kind, including but not limited to the implied warranties of merchantability. Please refer to the specific map for more information.

Rockland County
PLANNING

CARL A. SCHELIN POST No.1271

RECEIVED

American Legion

P.O. Box 105
Tappan, New York 10983

APR 23 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Chartered May 1945

April 17, 2024

Supervisor Teresa Kenny
26 W. Orangeburg Rd
Orangeburg, NY 10962

The Carl A. Schelin American Legion Post 1271, in conjunction with the Volunteer Fire Association Of Tappan will hold their Memorial Day Parade and Service on Monday, May 27, 2024. Request the use of two (2) mobile solar signs to advertise our Memorial Day Parade and Service.

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

Both signs to read the following,

Memorial Day Parade and Service
Tappan Memorial Triangle
Monday, May 27-11AM

Signs to operational from May 15 to May 27
Contact person Michael Seebach (845) 821-8434

Thank you for your assistance

Michael Seebach
Commander

Hank Henninger
Adjutant

CC. James Dean, Superintendent of Highways

CARL A. SCHELIN POST No.1271

American Legion

P.O. Box 105
Tappan, New York 10983

RECEIVED

APR 23 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Chartered May 1945

April 17, 2024

Supervisor Teresa Kenny
26 W. Orangeburg Rd
Orangeburg, NY 10962

The Carl A. Schelin American Legion Post 1271, in conjunction with Volunteer Fire Association of Tappan and Tappan Reformed Church will hold their annual Memorial Day Parade and Service on Monday May 27, 2024

We request the use of twenty (20) barriers to be used for traffic control. It is also requested that four (4) Auxiliary Police Officers and Two (2) Auxiliary Police Cars, to be assigned from 10 AM till 2 PM to assist in traffic control.

The contact person is Michael Seebach (845) 821-8434

Thank you for your assistance,

Michael Seebach
Commander

Hank Henninger
Adjutant

CC, James Dean, Superintendent of Highways

RECEIVED

APR 17 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGENTOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
PERMIT# 24-SP-012

EVENT NAME: Plus Polish Festival
APPLICANT NAME: Plus Menit Group
ADDRESS: 63 Union Blvd. Wallington NJ 07057
Phone #: 845-499-5454 Call #: _____ FAX #: _____
CHEK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER Festival
The above event will be held on June 1, 24 from 11am to 10pm RAIN DATE: _____
Location of event: June 2, 24 - 11am to 9pm
Sponsored by: 89 Western Hwy Tappan NY 10983
Address: _____
Estimated # of persons participating in event: _____ vehicles _____
Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Jon Ginsburg 845-499-5454 jon.ginsburg@gmail.com

Signature of Applicant: [Signature] Date: 4-16-2024

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)
Letter of Request to Town Board requesting aid for event - Received On: 4/17/24
Certificate of Insurance - Received On: 4/17/24 Hold Harmless Agreement Rec'd: 4/17/24

FOR HIGHWAY DEPARTMENT USE ONLY:
Road Closure Permit: Y / N Received On: X
Rockland County Highway Dept. Permit: Y / N Received On: X
NYS DOT Permit: Y / N Received On: X
Route/Map/Parking Plan: Y / N Received On: 4/17/24
RFS#: 60303 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: _____
APPROVED: [Signature] 4-22-24 DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:
Show Mobile: Y / N - Application Required: [Signature] Fee Paid - Amount/Check#: [Signature]
Port of Sans: Y / N Other: [Signature]
APPROVED: [Signature] DATE: 4/25/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:
Police Detail: Y / N Det. Police Items: _____
APPROVED: [Signature] DATE: 4/26/24
CHIEF OF Police

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

Workshop Agenda Date: 5/7/24 Approved On: _____ TBR #: _____

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APR 26 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

APR 17 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

PLUS Media Group
PLUS Polish Festival
PO Box 474, Pomona NY 10970
63 Union Blvd, Wallington NJ 07057

December 18, 2023

Supervisor and Town Board Members
Town of Orangetown
26 Orangetown Rd
Orangeburg, NY 10952

Supervisor Kenny and Town Board,

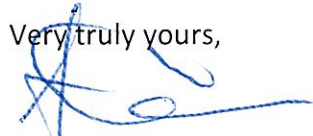
On Saturday June 1st 2024 from 11am to 10pm and June 2nd, 2024 from 11am to 9pm, we will be having a Polish Festival at German Masonic Grounds at 89 Western Highway in Tappan.

We would like to request the use of (20) barricades, (50) plastics barrels, (20) cones, a message board, sidewalk control on road edge and plastics fencing from the Orangetown Highway Department and auxiliary police detail from the Orangetown Police Department.

We thank you in advance for Orangetown's support.

If you have any questions, please call me at (845) 499-5454.

Very truly yours,



Jon Ginsburg

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Ply's Media Group with an address of 63 Union Blvd Wallington NJ, 07057, 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]: Plus Polish Festival.

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: [Signature]

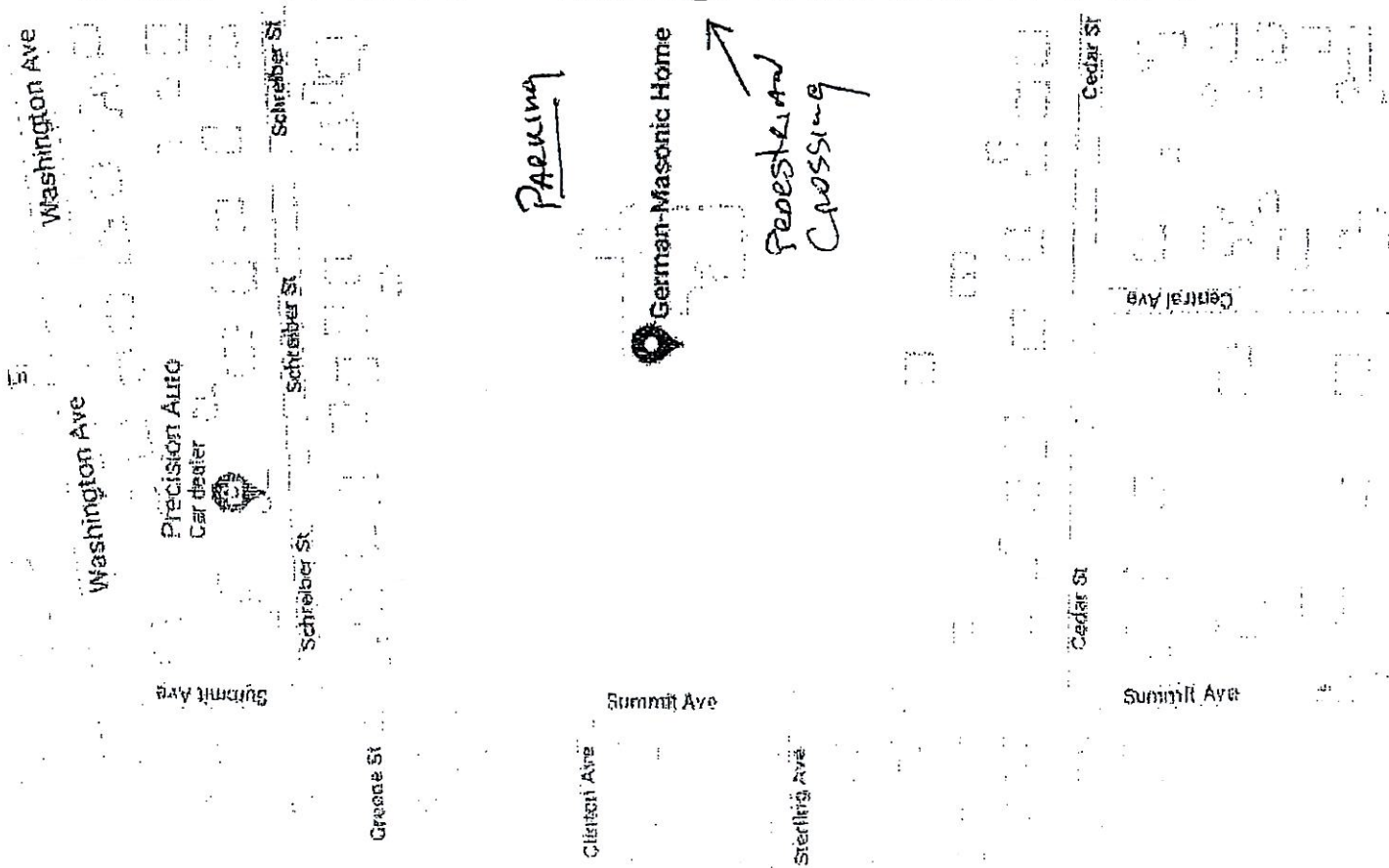
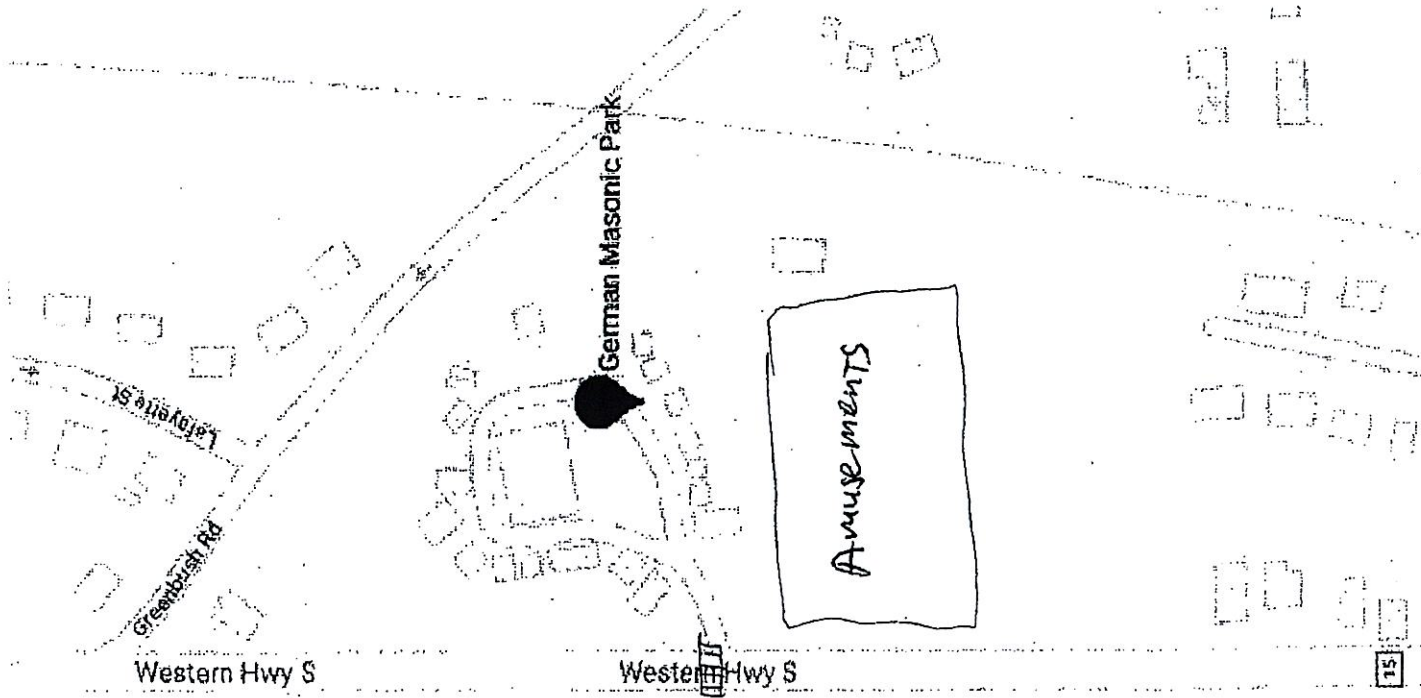
Sworn to before me this 17 day of April, 2024
[Signature]
Notary Public

ELIZABETH M DECORT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6295815
Qualified in Rockland County
Commission Expires January 13, 2026

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APR 17 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

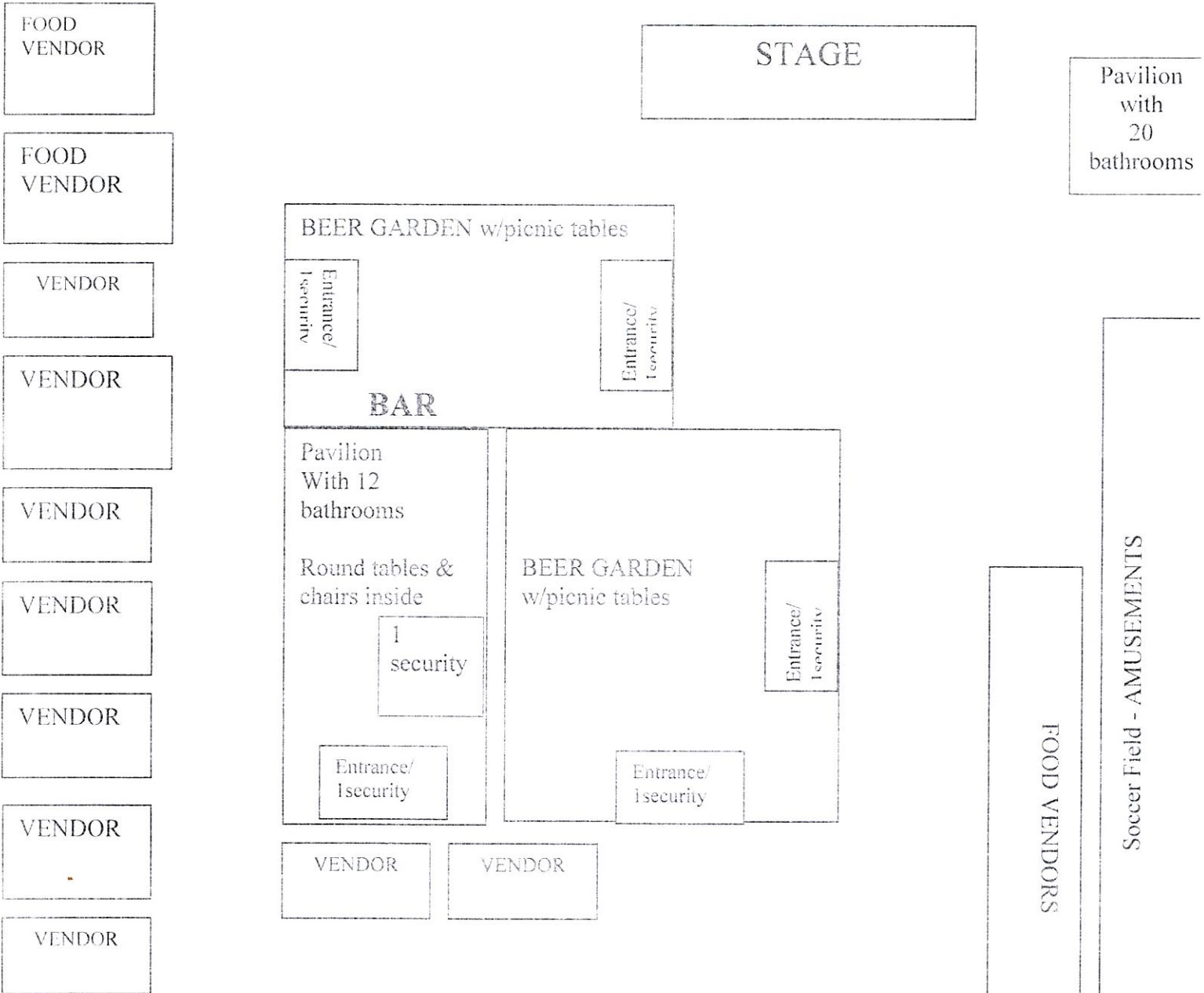


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APR 17 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

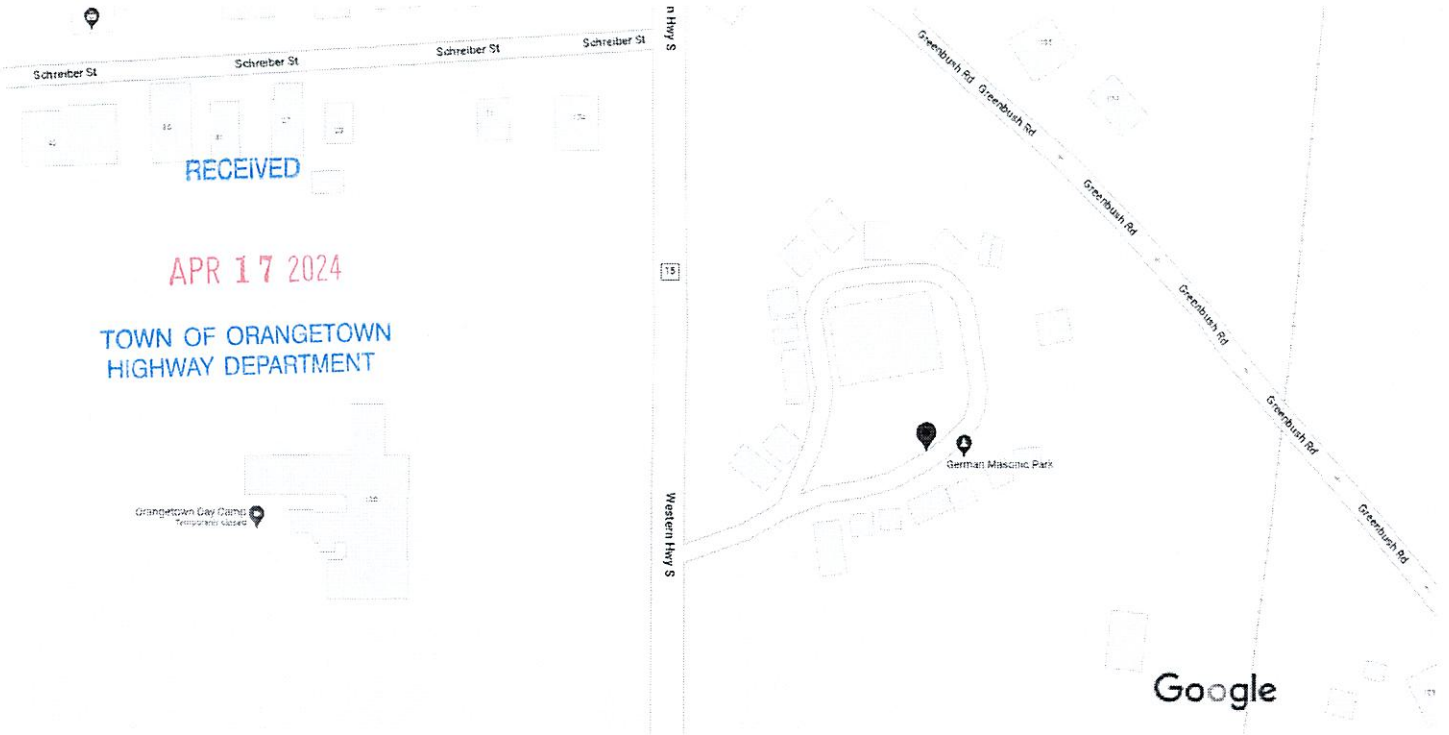
Layout/ Security Plan
PLUS Polish Festival
June 1-2, 2024



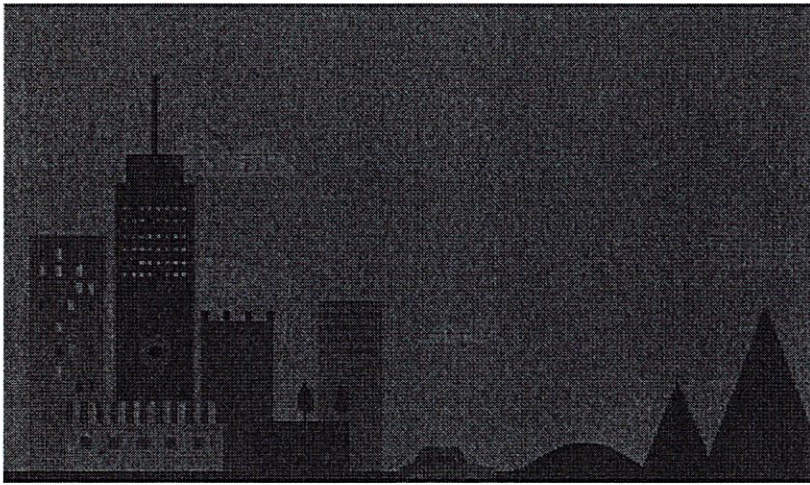
PLEASE NOTE:
Security Agents at front entrance and each entrance to beer garden at ALL TIMES and 2 to do patrols around venue

PARKING
4 STAFF MEMBERS TO DIRECT PARKING & TRAFFIC AT ALL TIME





Google Maps 89 Western Hwy S



Map data ©2023 Google 50 ft



89 Western Hwy S

-  Directions
-  Save
-  Nearby
-  Send to phone
-  Share

 89 Western Hwy S, Tappan, NY 10983

22GX+RC Tappan, New York

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 05/2/24
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 05/7/2024 consists of 4 warrants for a total of \$4,259,790.73.

The first warrant had 3 vouchers for \$35,374 and was for sewer backup claims.

The second warrant had 7 vouchers for \$7,000 and Memorial Day support to American Legions.

The third warrant had 77 vouchers for \$440,009 and had the following items of interest.

1. CSEA Employee Benefit Fund (p5) - \$33,663 for dental benefits.
2. NYPA (p10) - \$21,278 for streetlight project.
3. State Comptroller (p13) - \$72,403 for Justice fines.

The fourth warrant had 224 vouchers for \$3,777,406 and had the following items of interest.

1. A+ Technology & Service (p2) - \$34,346 for security cameras in new town hall.
2. Arthur J. Gallagher (p10) - \$1,657,920 for insurance renewals.
3. Axon Enterprise (p12) - \$25,052 for Police supplies.
4. Bolkema Fuel Co. (p16) - \$10,969 for diesel fuel.
5. Capital Industries (p18) - \$14,725 for demolition of old town hall.
6. Dutra Excavating (p23) - \$9,200 for manhole installation S. Nyack.
7. Fanshawe (p25) - \$8,002 for new town hall electrical.
8. FST-HEA (p28) - \$17,825 for new town hall commissioning services.
9. Global Montello (p31) - \$24,270 for fuel.
10. Holland Co. (p35) - \$7,170 for sewer chemicals.

11. Kuehne Chemical Co. (p42) - \$8,248 for sewer chemicals.
12. Lothrop Associates (p43) - \$23,644 for new town hall architectural services.
13. MediaStar (p44) - \$39,846 for IT work in new town hall.
14. MEGA Fabrication (p45) - \$16,323 for Highway equipment.
15. NYS Dept. of Civil Service (p49) - \$1,032,470 for H/C benefits.
16. Rockland Paramedic Services (p54) - \$127,642 for May services.
17. S & L Plumbing & Heating (p55) - \$43,628 for new town hall HVAC.
18. Sherwin Williams (p57) - \$14,195 for Highway paint.
19. Slack Chemical Co. (p57) - \$17,095 for sewer chemicals.
20. Troon Golf LLC (p67) - \$198,047 for GC management fees.
21. Vanas Construction Co. (p69) - \$154,219 for GC new town hall.
22. Virtuit Systems (p71) - \$8,158 for IT equipment.

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

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

WARRANT

Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	041924	\$ 35,374.00	Sewer Backup Claim
	042524	\$ 7,000.00	Memorial Day program
	042624	\$ 440,009.77	
	050724	\$ 3,777,406.96	
		\$ 4,259,790.73	

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