

**LOCAL LAW NO. \_\_ OF 2025, REPEALING ALL PROVISIONS OF  
CHAPTER 14B, ENTITLED FLOOD DAMAGE PREVENTION, OF THE  
CODE OF THE TOWN OF ORANGETOWN, AND REPLACING SAME  
WITH NEW PROVISIONS AS AUTHORIZED BY THE NEW YORK  
STATE CONSTITUTION, ARTICLE IX, SECTION 2, AND  
ENVIRONMENTAL CONSERVATION LAW, ARTICLE 36  
(04/15/2025 DRAFT)**

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

**SECTION 0.0 (PREAMBLE)**

**0.1 REPEAL AND REPLACE**

All provisions of Chapter 14B, entitled Flood Damage Prevention, of the Code of the Town of Orangetown, are hereby repealed and replaced by the new provisions set forth below.

**SECTION 1.0  
STATUTORY AUTHORIZATION AND PURPOSE**

**1.1 FINDINGS**

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

**1.2 STATEMENT OF PURPOSE**

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

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

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

### **1.3 OBJECTIVES**

The objectives of this local law are:

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

## **SECTION 2.0 DEFINITIONS**

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

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

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

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

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

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

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

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

**"Building"** see "Structure"

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**"Historic structure"** means any structure that is:

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Recreational vehicle"** means a vehicle which is:

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

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

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

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

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

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

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

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

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

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

## **SECTION 3.0 GENERAL PROVISIONS**

### **3.1 LANDS TO WHICH THIS LOCAL LAW APPLIES**

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

### **3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD**

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

- (1) Flood Insurance Rate Map Panel Numbers:

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

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

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

The above documents are hereby adopted and declared to be a part of this Local Law. The Flood Insurance Study and/or maps are on file at the Orangetown Office of Building, Zoning, Planning Administration and Enforcement, located at 26 Orangeburg Road, Orangeburg, NY 10962.

### **3.3 INTERPRETATION AND CONFLICT WITH OTHER LAWS**

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

### **3.4 SEVERABILITY**

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

### **3.5 PENALTIES FOR NON-COMPLIANCE**

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

### **3.6 WARNING AND DISCLAIMER OF LIABILITY**

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

## **SECTION 4.0 ADMINISTRATION**

### **4.1 DESIGNATION OF THE LOCAL ADMINISTRATOR**

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

### **4.2 THE FLOODPLAIN DEVELOPMENT PERMIT**

#### **4.2-1 PURPOSE**

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

#### **4.2-2 FEES**

All applications for a floodplain development permit shall be accompanied by an application fee of \$50.00. In addition, the applicant shall be responsible for reimbursing the Town for any additional costs necessary for review, inspection and approval of this project. The Local Administrator may require a deposit of no more than \$500.00 to cover these additional costs.

### **4.3 APPLICATION FOR A PERMIT**

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

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

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



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

#### **4.4 DUTIES AND RESPONSIBILITIES OF THE LOCAL ADMINISTRATOR**

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

##### **4.4-1 PERMIT APPLICATION REVIEW**

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

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

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

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

#### **4.4-2 USE OF OTHER FLOOD DATA**

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

#### **4.4-3 ALTERATION OF WATERCOURSES**

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

#### **4.4-4 CONSTRUCTION STAGE**

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

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

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

#### **4.4-5 INSPECTIONS**

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

#### **4.4-6 STOP WORK ORDERS**

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

#### **4.4-7 CERTIFICATE OF COMPLIANCE**

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

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

#### **4.4-8 INFORMATION TO BE RETAINED**

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

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

## **SECTION 5.0 CONSTRUCTION STANDARDS**

### **5.1 GENERAL STANDARDS**

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

#### **5.1-1 COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES**

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

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

#### **5.1-2 SUBDIVISION AND DEVELOPMENT PROPOSALS**

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

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

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

### **5.1-3 ENCROACHMENTS**

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

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

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

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

## **5.2 STANDARDS FOR ALL STRUCTURES**

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

### **5.2-1 ANCHORING**

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

### **5.2-2 CONSTRUCTION MATERIALS AND METHODS**

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

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

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

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

### **5.2-3 UTILITIES**

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



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

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

#### **5.2-4 STORAGE TANKS**

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

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

#### **5.3-1 ELEVATION**

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

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

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

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

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

### **5.4-1 ELEVATION**

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

### **5.4-2 DETERMINATION OF LOADING FORCES**

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

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

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

### **5.4-3 FOUNDATION STANDARDS**

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

### **5.4-4 PILE FOUNDATION DESIGN**

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

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

#### **5.4-5 COLUMN FOUNDATION DESIGN**

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

#### **5.4-6 CONNECTORS AND FASTENERS**

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

#### **5.4-7 BEAM TO PILE CONNECTIONS**

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

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

#### **5.4-8 FLOOR AND DECK CONNECTIONS**

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

#### **5.4-9 EXTERIOR WALL CONNECTIONS**

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

#### **5.4-10 CEILING JOIST/RAFTER CONNECTIONS**

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

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

#### **5.4-11 PROJECTING MEMBERS**

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

#### **5.4-12 ROOF SHEATHING**

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

#### **5.4-13 PROTECTION OF OPENINGS**

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

#### **5.4-14 BREAKAWAY WALL DESIGN STANDARDS**

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

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

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

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

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

struction. A Floodproofing Certificate or other certification shall be provided to the Local Administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of sub-Section 5.5(1)(ii), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.

- (4) Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.
- (5) Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three feet above the highest adjacent grade.

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

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

## **5.7 MANUFACTURED HOMES AND RECREATIONAL VEHICLES**

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

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

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



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

## **5.8 ACCESSORY STRUCTURES INCLUDING DETACHED GARAGES**

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

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

- (7) The accessory structure must comply with the floodway encroachment provisions of the NFIP.
- (8) The accessory structure must be wet floodproofed to protect the structure from hydrostatic pressure. The design must meet the NFIP design and performance standards for openings per 44 CFR § 60.3(c)(5) and must allow for the automatic entry and exit of floodwaters without manual operation or the presence of a person (or persons).
- (9) Within Zones V1-V30, VE, V, and Coastal A, unelevated accessory buildings must be unfinished inside, constructed with flood-resistant materials, and used only for storage. When an accessory building is placed in these zones, the design professional must determine the effect that debris from the accessory building will have on nearby buildings. If the accessory building is large enough that its failure could create damaging debris or divert flood flows, it must be elevated above the base flood elevation plus two feet.

## **SECTION 6.0 VARIANCE PROCEDURE**

### **6.1 APPEALS BOARD**

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

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

## **6.2 CONDITIONS FOR VARIANCES**

- (l) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing items (i-xii) in Section 6.1(4) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

- (2) Variances may be issued for the repair or rehabilitation of historic structures upon determination that:
  - (i) the proposed repair or rehabilitation will not preclude the structure's continued designation as a "Historic structure"; and
  - (ii) the variance is the minimum necessary to preserve the historic character and design of the structure.
- (3) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
  - (i) the criteria of subparagraphs 1, 4, 5, and 6 of this Section are met; and
  - (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.
- (4) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (5) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (6) Variances shall only be issued upon receiving written justification of:
  - (i) a showing of good and sufficient cause;
  - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and
  - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (7) Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:
  - (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and

- (ii) such construction below the base flood level increases risks to life and property.

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

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

TOWN BOARD OF THE TOWN OF ORANGETOWN

\_\_\_\_\_ Date: \_\_\_\_\_  
Teresa M. Kenny, Supervisor

\_\_\_\_\_ Date: \_\_\_\_\_  
Jerry Bottari, Councilman

\_\_\_\_\_ Date: \_\_\_\_\_  
Brian Donohue, Councilman

\_\_\_\_\_ Date: \_\_\_\_\_  
Dan Sullivan, Councilman

\_\_\_\_\_ Date: \_\_\_\_\_  
Paul Valentine, Councilman

SEAL OF THE TOWN OF ORANGETOWN:

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Rosanna Sfraga, Town Clerk

**HOLD HARMLESS AGREEMENT**  
**BETWEEN**  
**THE VALLEY AREA NETWORK, INC.**  
**AND**  
**TOWN OF ORANGETOWN**

AGREEMENT made this \_\_\_\_ day of APRIL, 2025, by and between THE VALLEY AREA NETWORK, INC., a domestic not-for-profit corporation, organized and existing under the laws of the State of New York, with offices at 249 Ferdon Avenue, Piermont, New York (hereinafter referred to as “VALLEY AREA”), and the TOWN OF ORANGETOWN, a municipal corporation, having its offices at 26 Orangeburg Road, Orangeburg New York (hereinafter referred to as “TOWN”);

**WHEREAS**, in furtherance of its mission and goals, THE VALLEY AREA NETWORK, INC wishes to hold and/or sponsor a “farmer’s market” to be conducted at the property of the Pearl River Union Free School District located at the “Central Avenue Field” between East Central Avenue and Franklin Avenue in Pearl River, New York on Saturdays, beginning May 3, 2025, and will operate on consecutive Saturdays from May 3, 2025 through November 29, 2025, from 10:00 a.m. to 2:00 p.m. **except Saturday, October 18, 2025**; and with setup by Vendors no earlier than 6:30 a.m. and with all Vendors off-premises by 3:30 p.m.

**WHEREAS**, the VALLEY AREA intends to promote a Farmers Market to provide access to locally grown fruits, vegetables, and other farm products, as well as hand crafted goods and baked goods, while creating a sense of community within the Town.

**WHEREAS**, as a condition for the Town’s application to the Pearl River Union Free School District (hereinafter “PRUFSD”) for the use of the “Central Avenue Field” on those dates hereinabove for the “farmer’s market”, and the submission of the Town’s Accord Certificate to the PRUFSD, and for the set-up assistance (i.e. port-o-johns, trash cans and electronic message boards) provided by the TOWN’s Highway Department, as necessary, VALLEY AREA is required, among other things, to meet certain conditions, and with minimum insurance and indemnification requirements naming the TOWN, as an additional insured thereon,

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. VALLEY AREA agrees that its activities pertaining to the Farmers Market on the dates and times set forth hereinabove, will be performed in a lawful, prudent and safe manner, in accordance with all federal, state or local laws or regulations as may apply.

2. VALLEY AREA agrees that its activities under the Permit will be performed in a lawful, prudent and safe manner, in accordance with the Pearl River Union Free School District Policy -1500 (copy annexed hereto as Exhibit “A”) and Regulation-1500-R1 (copy annexed hereto as Exhibit “B”).
3. VALLEY AREA will maintain all vendor agreements, market guidelines, state paperwork, market insurance, and current files of any and all licenses and permits as required by the New York State Department of Agriculture and Markets. Such records will be available to TOWN upon request.
4. VALLEY AREA will ensure that the market site is clean once the market is closed and the vendors have left for the day.
5. VALLEY AREA agrees to protect, defend, indemnify and hold the TOWN and its officers, employees, and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs (including reasonable attorneys’ fees and cost of defense), charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance thereof which indemnification shall include and extend to the actions of any subcontractors or outside consultants utilized by VALLEY AREA. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder with the exception of claims, if any, caused by the sole negligence of the TOWN.
6. VALLEY AREA further agrees that as a material condition of the Town’s Application, and before the subject use of the “Central Avenue Field” shall become effective, it shall maintain and deliver to the TOWN certificates or other evidence of insurance coverage of TWO MILLION AND 00/100 (\$2 million) DOLLARS in general liability insurance per occurrence / FIVE MILLION AND 00/100 (\$5 million) DOLLARS aggregate, issued by an insurance company licensed to do business in the State of New York and shall provide a certificate of insurance evidencing the same to Orangetown.



- a. Such insurance shall name the TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, New York 10962, as an additional named insured thereon, and shall further provide that such policies of insurance shall not be cancelled or discontinued except on a minimum of twenty (20) days' notice to the TOWN. Proof of such insurance in a form acceptable to the Town shall be delivered to the Town before any services or other activities under this Agreement shall commence.
7. In the event VALLEY AREA shall use the services of any independent contractor or subcontractor, VALLEY AREA shall require, and deliver to the TOWN, proof of insurance from such contractor or subcontractor, in the same forms, and with the same minimum coverage limits, as set forth above, expressly naming the TOWN as an additional insured thereon.
8. By executing this Agreement, the individual signing on behalf of VALLEY AREA represents that he/she has the lawful authority to do so, and to bind VALLEY AREA in the manner provided in this Agreement.
9. This Agreement may be executed by facsimile or PDF, and/or in any number of counterparts, and shall for all purposes be deemed to be an original, and all such facsimile or PDF signatures and/or counterparts together shall constitute but one and the same Agreement. However, this Agreement shall not be effective or enforceable against any party hereto until all parties have completely and properly executed at least one counterpart of this Agreement. The delivery of electronic copies of the fully executed Agreement shall constitute a BINDING AGREEMENT.

**IN WITNESS WHEREOF**, VALLEY AREA and the TOWN OF ORANGETOWN have executed this Agreement the day and year first above written.

THE VALLEY AREA NETWORK, INC

By: \_\_\_\_\_  
Print Name: Joseph Serra  
Title: President

Date: April \_\_\_\_\_, 2025

TOWN OF ORANGETOWN

By: \_\_\_\_\_  
Print Name: Teresa M. Kenny  
Title: Supervisor of Town of Orangetown

Date: April \_\_\_\_\_, 2025

## Acknowledgements

STATE OF NEW YORK )

SS.

COUNTY OF ROCKLAND )

On the \_\_\_\_ day of APRIL, 2025 before me, the undersigned, a notary public in and for the State, personally appeared JOSEPH SERRA, President, THE VALLEY AREA NETWORK, INC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK )

SS.

COUNTY OF ROCKLAND )

On the \_\_\_\_ day of APRIL, 2025, before me, the undersigned, a notary public in and for the State, personally appeared TERESA M. KENNY, Supervisor, Town of Orangetown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

# EXHIBIT “A”

## 1500 PUBLIC USE OF SCHOOL FACILITIES

While the district's school buildings, grounds and facilities are maintained primarily for the purpose of educating students within the district, the Board of Education recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities. This policy and its implementing regulations are intended to identify the uses that community groups may make of those facilities and the conditions for use.

### General Provisions:

1. District and school-sponsored activities and events will have first priority. Municipal use will have second priority (for towns/villages that comprise the School District). Use by not-for-profit community-based organizations will have third priority.
2. The Board reserves the exclusive and non-reviewable judgment to determine if a requested use would interfere with or disturb the District's educational programs or the educational process itself.
3. If any provision of this policy or its implementing regulations is violated, the Superintendent or his/her designee reserves the right to immediately revoke the organization's facility use privileges and to decline to accept further applications for use.
4. The Board delegates to the Superintendent of Schools or his/her designee the authority to approve and schedule the use of district facilities for permitted purposes, except as provided in this policy.
5. The Superintendent is responsible for developing regulations establishing the conditions for use of facilities, including but not limited to online application form, fee schedule, insurance requirements and rules for use, which shall be subject to approval by the Board of Education.

### Permitted Uses

District facilities may be used for the purposes listed below, subject to the conditions and restrictions set forth in this policy and the implementing regulations.

- A. Instruction in any branch of education, learning or the arts.
- B. Public library purposes, subject to provisions of the Education Law, or as stations of public libraries.
- C. Social, civic and recreational meetings and entertainments, or other uses pertaining to the welfare of the community so long as such uses are non-exclusive and open to the general public.
- D. Meetings, entertainment and occasions where admission fees are charged, when the net proceeds are to be spent for an educational or charitable purpose.
- E. Civic forums and community centers.



- F. Recreation, physical training and athletics, including competitive athletic contests of children attending a private, nonprofit school, except for specialized facilities such as the weight training room located in the High School Gymnasium.
- G. Child-care programs when school is not in session for children who reside in the district.

In no event shall such use of district facilities disrupt or interfere with the primary purpose of the facilities or disturb any educational or school-related activities taking place in the building or on the grounds.

### **Prohibited Uses of School Buildings and District Grounds**

Any and all usage of these facilities shall be governed by and consistent with [Section 414 of the Education Law](#) and [Article VIII, Section 1 of the New York State Constitution](#). Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited:

- A. Meetings sponsored by political organizations.
- B. Meetings, entertainments and occasions that are under the exclusive control of and the proceeds are to be applied for the benefit of a society, association or organization of a religious sect or denomination or of a fraternal, secret or exclusive society or organization, other than veterans organizations or volunteer fire fighters or volunteer ambulance workers.
- C. Any use that in any way interferes with the use of school buildings, grounds, school programs, or use of school facilities by student(s), district athletic team(s) or other school-sponsored activities.
- D. Any use that interferes with school property in the following ways:
  - A. attachment of screws, bolts, tape, etc., to walls, fixtures, floors, etc.;
  - B. obstruction of any corridor, door, passageway;
  - C. alteration or relocation of equipment;
  - D. painting of scenery or decorations on walls, floors, ceilings, etc.; or
  - E. digging holes or erecting signs, etc., on fields or other grounds.
- E. Any use by a person or organization for personal or private gain, financial or otherwise, or by any commercial enterprise except for approved educational purposes (such as student photographs, book sales and other uses where the primary purpose is a public benefit).
- F. Any meeting, entertainment, or occasion where admission fees are charged, unless the proceeds thereof are to be expended for an educational or charitable purpose approved by the Superintendent.
- G. For any purpose which violates any federal, state or local law.

### **Use of School Facilities by School Groups**

Any use of school facilities for school-related activities will be scheduled through the Building Principal. Any use by school personnel outside the regular school week will be scheduled through the Building Principal and must be approved by the Superintendent

of Schools or designee. Advance scheduling by school personnel will ensure that the space requested is available and not given to outside groups.

No students are allowed in a school building for a school-related activity unless appropriate school personnel are on duty.

### **Use of School Facilities by School-Related Organizations and Non-School Groups**

The Building Principal shall review all requests for the use of a school facility by school-related organizations and non-school groups and shall forward the request with his/her recommendation to the Superintendent of Schools or designee who shall make a decision on the request.

Since the school budget is primarily intended to provide funds for operating and maintaining the schools and their facilities for the benefit of the District's school children, charges may be made to non-school groups for the use of facilities. Identifiable costs include, but are not limited to staff efforts, utilities and maintenance. Repairs as a result of a facility use will be billed to and paid by those organizations as well.

If there is a conflict in terms of requested use of facilities on particular dates and times, preference shall be given to those organizations whose events directly benefit the district's students.

An organization whose application for the use of District facilities is denied may appeal such denial to the Board of Education. The decision of the Board of Education shall constitute a final agency determination.

Ref:

[Education Law §414](#)

Adoption date: December 12, 1995

Readopted date: December 13, 2011

Revised and Adopted: February 4, 2020

**Pearl River Union Free School District**



# EXHIBIT “B”

## 1500-R.1 PUBLIC USE OF SCHOOL FACILITIES REGULATION

### Conditions for Use

1. School-associated groups may use the facilities without charge during the hours when they are normally in use, if, in the judgment of the Building Principal, no special custodial service is needed for either supervision or safety.
2. A schedule of fees shall be established in accordance with the regulations of the Board and will be subject to change.
3. A Deposit Payment in the amount of 50% of the estimated facility use fees and custodial overtime charges, shall be made in advance to the Pearl River School District. The remaining balance is required to be paid within thirty days after the facility use date. Any outstanding bill for prior use must be paid in full before additional facility use will be authorized. Payments for facility use shall be treated as revenue in the district's general fund.
4. Any group using a school facility must present a Certificate of Insurance, with the district named as an additional insured. Minimum Required Insurance includes:
  - Commercial General Liability Insurance - \$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.
  - Automobile Liability (When an organization's vehicle is brought onsite) - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  - Workers' Compensation and NYS Disability Insurance (For Organizations with Employees)
  - Statutory Workers' Compensation; and NYS Disability Insurance
  - The Board of Education has the right to require an additional Umbrella Policy if they deem the requested Facility Use event to be high risk.
5. A non-school related activity shall not use the name of the School District in a manner to express or imply that the activity is sponsored or endorsed by the School District.
6. The applicant is responsible to provide strict adult supervision during activities at all times.
7. In the absence of an administrator, the custodian on duty is to be regarded as the representative of the Building Principal or District Administration. In the case of any emergency, the custodian onsite will contact an administrator.
8. Approval of an application for use of a school facility is subject to cancellation in the event of a conflict with school activities, or for any other reason deemed necessary by the Board of Education.
9. In the event of school closing, it shall be the responsibility of the organization to notify its members accordingly.
10. The District must be promptly notified of cancellation of any activity 48 hours prior to the event to avoid unnecessary preparation and to free the facility for use by other organizations. Organizations making cancellations within 48 hours of the event will forfeit their deposit.



11. Responsibility for order, safety and security of school facilities must be assured by the applicant. Any damage to school buildings and/or grounds shall be reimbursed by the organization using same.
12. Use of all facilities is subject to posted terms and conditions.
13. Fields may not be used during inclement weather, except as permitted by the Athletic Director.
14. The school facility shall be vacated no later than 10:30 p.m., unless a specific exception is granted in the permit.
15. Only the facility and equipment approved in the online application may be used.
16. All school-owned electrical, electronic or audio-visual equipment shall be operated by district personnel only.
17. Only authorized personnel shall operate stage, sound, and projection equipment.
18. There shall be no use, possession, sale or distribution of alcohol or controlled substances at any time in the school buildings or on school property.
19. There shall be no smoking or vaping in school buildings or on school grounds.
20. Any group given permission to use a school kitchen and its facilities must leave them in the same clean condition in which they are found or face the loss of kitchen privileges in the future. In addition, the community organization will be billed for the cost of cleaning the kitchen facilities. A member of the kitchen staff must be present when kitchen facilities are being utilized.
21. It shall be understood that the Superintendent has been delegated with the sole authority to grant or reject requests for the use of school facilities and equipment in the fitness center.
22. All decorations must be of fire-resistant materials.
23. Open flame(s) shall not be permitted under any circumstance.
24. Regular gym shoes must be worn when sports or games are conducted on the gymnasium floors.
25. The School District shall assume no responsibility for property left on the premises.
26. All individuals shall act in a manner consistent with all applicable federal and state laws, and regulations, as well as all policies, regulations and/or rules of the school district including the District Code of Conduct.
27. Organizations who have been denied application for facilities use may appeal to the Board of Education in writing.

#### **District Facility Use Request Procedures**

- A. All requests are required to be submitted online at:  
[https://www.pearlriver.org/groups/55326/business\\_office/facility\\_use\\_request](https://www.pearlriver.org/groups/55326/business_office/facility_use_request)
- B. The applicant organization is required to provide 1) proof of insurance and 2) proof of 501c3 status (for not-for-profit groups only) before any request can be approved.
- C. The applicant must clearly and completely describe the intended use of the district facility in the application.
- D. The applicant must review the District's Policy 1500 – Public Use of School Facilities and related regulations Policy 1500-R.1 and Policy 1500-R.2 prior to

submitting the application. The application must be submitted by an authorized agent of the group or organization requesting use. The application submittal shall attest to the group or organization's agreement to comply with all Board policies and regulations and to use district facilities strictly in accordance with the use described in the application.

- E. If the requested facility is available, the Principal shall approve the request first and final approval shall be given by the Assistant Superintendent for Business or the Director of Facilities.
- F. Advertisement of the planned activity shall take place only after final approval is given by the District.
- G. As a condition of approval for use, the applicant organization agrees that it is responsible for all damages resulting from its use of the district facilities.
- H. Facility Use approvals shall be valid only for the facility, use, dates and time specified in the online application. Permits shall not be transferable.
- I. The Superintendent of Schools or his/her designee is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for any other justifiable reason.
- J. With regard to scheduling activities, the district retains the right to give preference to groups and organizations which are associated with or sponsored by the district.
- K. Issuance of a permit shall not limit the right of access to the facility by district staff.

Adoption date: December 12, 1995

Readopted date: December 13, 2011

Revised date: August 8, 2017

Revised: April 20, 2021

**Pearl River Union Free School District**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2024

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).

<b>PRODUCER</b> Marshall & Sterling, Inc. 110 Main Street  Poughkeepsie NY 12601	<b>CONTACT NAME:</b> Lucy Sze <b>PHONE (A/C, No, Ext):</b> (845) 454-0800 <b>E-MAIL ADDRESS:</b> lsze@marshallsterling.com <b>FAX (A/C, No):</b> (845) 454-0880
<b>INSURED</b> The Valley Area Network Inc 249 Ferdon Ave  Piermont NY 10968	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Casualty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 42846

**COVERAGES****CERTIFICATE NUMBER:** CL2471668330**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			L1460051472	07/05/2024	07/05/2025	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 \$ Included	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Pearl River School District is an additional insured if required by written contract, per endorsement number CG2010.

**CERTIFICATE HOLDER****CANCELLATION**Pearl River School District  
135 West Crooked Hill Road

Pearl River

NY 10965

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2024

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**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).

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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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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		L1460051472	07/05/2024	07/05/2025	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 \$ Included
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

Town of Orangetown is an additional insured if required by written contract, per endorsement number CG2010.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Orangetown 26 W Orangeburg Road  Orangeburgh NY 10963	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**LOCAL LAW NO. \_\_ OF 2025, AMENDING  
ARTICLE XV OF CHAPTER 43 (ZONING) OF THE  
CODE OF THE TOWN OF ORANGETOWN TO  
ADDRESS CHANGES TO LANDLORD REGISTRY  
RULES AND REGULATIONS**

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

(Additions are underlined, deletions are ~~struck through~~)

**Section 1 –Article XV, Chapter 43, of the Code of the Town of Orangetown, entitled “Landlord Registry Act and Short-Term Use of Property for Rental or Rental-Like Purposes”, Adopted 11/1/2016, amended 9/26/2023, is amended to read as follows:**

**§15-3 Definitions**

For the purposes of this article, the following words and phrases shall have the meanings ascribed to them:

ASSEMBLY — Any indoor or outdoor, or combination of both, gathering or get-together, or invitation or notification regarding the same, of four or more people for a common purpose, which includes, but is not limited to, a party, scheduled or nonscheduled event, celebration, festivity, concert, performance, or similar group activity.

BUILDING — Any structure within the Town wholly or partially enclosed within exterior walls, or within exterior and party walls, and a roof, affording shelter to persons, animals or property.

DWELLING UNIT — One or more rooms with provision for living, cooking, sanitary and sleeping facilities arranged in a Town zoning district for the exclusive residential use by one family.

IMMEDIATE FAMILY MEMBER - A parent, child, sibling, spouse, grandparent, or domestic partner.

LANDLORD and OWNER — Any individual or individuals, human/natural person ("person"), sole proprietorship, partnership, corporation, limited-liability company, limited-liability partnership, limited partnership, organization, association, or any other type of business entity, or combination thereof (“business entity”), and regardless of whether for-profit or not-for-profit, in whose name the title to real property within the Town is vested.

OWNER-OCCUPIED

A. SINGLE-FAMILY RESIDENCES - For any rental property to be considered owner-occupied, a deeded owner of the rental property must prove that (i) at least one person who is a deeded owner with an ownership interest of at least 10% or more., or (ii) at least one person who

is a principal owner, partner, member or shareholder of at least a 10% share of a business entity, which business entity is the deeded owner, maintains his/her primary residence and abode at the rental property.

B. TWO FAMILY RESIDENCES - The primary residential living unit of the owner is located within the rental property.

C. At the request of the Town of Orangetown, any owner who claims to reside at the rental property shall provide an affidavit providing the necessary information to support his/her claim that the premises are owner-occupied.

~~RENTAL PROPERTY — Includes all buildings, as defined herein, and/or land containing one or more spaces rented, leased, licensed, let, hired, or permitted to be occupied or used, whether for compensation or otherwise not, by persons or entities other than the record owner thereof, for a period of time that is 30 consecutive days or longer and that is not a short-term residential use of real property for rental or rental-like purposes as defined herein. This definition includes any building containing commercial rental space, residential rental space, or a combination of commercial and residential rental space, but does not include owner-occupied residential buildings or hotels and motels for purposes of this article.~~

Any house, structure or building that contains a residential rental unit, other than owner-occupied houses, structures or buildings.

RENTAL UNIT - Any portion of a house, building or structure that is rented or leased, or offered for rent or lease, for the purpose of occupancy as an abode or for dwelling purposes, to a person or persons.

SHORT-TERM RESIDENTIAL RENTAL — A dwelling unit, as defined herein, including, but not limited to, a house, condominium, townhome, townhouse, cooperative unit, apartment, or any other residential building or land, that is rented or leased, or otherwise allowed to be occupied, in whole or in part, to any person or persons, or business entity, such as a partnership, corporation, limited-liability company, limited-liability partnership, limited partnership, organization, association ("business entity"), for a period of time that is less than 30 consecutive days. "Rental," for these purposes, means an understanding, agreement or contract, written or oral, granting, allowing or permitting the use, occupancy or possession of a residentially zoned building, land or property, in whole or part, by a person or business entity in exchange for monetary payment, remuneration, compensation, barter arrangement, or other consideration ("compensation"). The term "short-term rental" does not include hotel or motel rooms, or month-to-month tenancies in dwelling units authorized in a Town zoning district for that purpose, but includes rentals, licenses, leases, letting or hiring out, or other such uses, as defined herein, for purposes of assembly.

TENANT — Any person or business entity who has leased, rented or licensed the use or occupancy of any dwelling unit from the owner, or from any other person or business entity with a right to allow or permit the same, regardless of the type of tenancy under which they use or occupy the rental unit.

#### **§ 15.4. Registration of ownership rental property.**

- A. Registration. Every owner of rental property, as defined ~~herein~~ in this article, shall be required to register such property, within a period of thirty (30) days from the effective date of this article, as amended and at all times thereafter as set forth in this article, with the Town of Orangetown Office of Building, Zoning, Planning, Administration and Enforcement (OBZPAE) Clerk on such forms as shall be prescribed by the Director of OBZPAE, ~~the Town Clerk~~.
- (1) A registration form shall be filed within thirty (30) days of receipt of a notice from the Town of Orangetown of a failure to have filed a registration as required by this article. Said notice shall be deemed sufficient if mailed via USPS First Class Mail or overnight delivery to the deeded owner of record as per the most recent Orangetown tax rolls, or by electronic mail to an electronic mail address that has previously been provided to the Town as part of a registration under this article.
  - (2) A new registration form shall be filed whenever there is a change of deeded ownership (and, in the case of a business entity, as well as whenever there is a change in the controlling interest in the business entity) of a rental property, and it shall be the responsibility of the new owner to file such form within 30 days of taking deeded ownership of the property.
  - (3) A registration form shall be filed by every owner of a rental property within 30 days of whenever such property first becomes a rental property.
  - (4) Following the initial registration, an annual filing shall be made, between January 1 and February 1 of each calendar year, certifying that there has been no change in the status or ownership of the rental property, or reflecting the nature of any change in ownership or other information that is required to be provided on the registry form.
- B. Registry fee. Every owner of rental property, required to register with ~~the Town Clerk OBZPAE~~, shall pay a ~~biennial~~ registration fee as ~~follows~~: set by Resolution of the Town Board.
- ~~(1) For a building having one to four units: \$20 per rental space or unit;~~
  - ~~(2) For a building having five to 20 units: \$20 for units one through four, and \$10 per unit for units five through 20;~~
  - ~~(3) For a building having more than 20 units: the above stated fees for units one through 20, and \$5 for each unit over 20.~~
  - ~~(4) Such fee shall be paid to the Town of Orangetown, and shall represent the cost of maintaining the registry and conducting periodic inspections and other activities, as may be required in furtherance of the purposes of this article.~~

##### **§ 15.4.1 Exemptions.**

- A. This article shall not be construed to require the registration of a residential rental premises if the premises is owner occupied as defined in this Article. Any person who

is a beneficiary or a trustee of a Trust, which Trust is a deeded owner of such property, as well as any person who occupies a premises under a "life estate," shall be considered an "owner" for purposes of this article.

- B. In no case may more than one residential rental premises qualify for the exemption in this section by any one deeded owner.
- C. The registration requirements of this article shall not apply to hotels and motels when operating for their intended purpose within the meaning of State law and the Orangetown Zoning Code and other Orangetown land use regulations; hospitals, congregate care housing for seniors, assisted living for seniors, nursing homes, and similar living arrangements; apartment houses and complexes, garden apartments and public housing owned and operated by governmental agencies.

#### **§ 15.5. Registry form and filing.**

- A. The registry form shall require the following information:
  - (1) The property address and section, block and lot number as appears on the Tax Map of the Town of Orangetown, and the number of residential dwelling units and/or commercial units, as the case may be, permitted to be occupied on each property.
  - (2) The owner's name(s), mailing address(s), street address(s) and all functioning telephone numbers, including, but not limited to, a functioning cell phone number and a functioning email address (and a functioning facsimile/fax number, if and as available). Post office box numbers may be included, but the physical location at which the owner may be contacted shall be required and submitted to the Town at all times. All such information shall be together referred to herein as "contact information."
  - (3) Where the property is owned by a corporation, the contact information of the person designated by the corporation as responsible for the management, maintenance, care or supervision of the property, and to receive service of process in addition to the Secretary of State, and of each shareholder thereof.
  - (4) Where the property is owned by a limited-liability company ("LLC"), limited-liability partnership ("LLP") or partnership, the contact information of each manager or managing member or partner and of each member or partner.
    - (a) Where an LLC, LLP, LP or partnership is owned or operated, in whole or in part, by a different LLC, LLP, LP or partnership, then the contact information of all the managers or managing members or partners, as the case may be, of the LLC, LLP, LP or partnership that owns the registering LLC, LLP, LP or partnership.
  - (5) Where day-to-day responsibility for the management, supervision, care or maintenance of the property rests with a person other than the officer, shareholder,

manager or managing member or partner set forth on the registration, the contact information of the person so responsible shall be submitted to the Town.

- (6) Any owner who rents a residential rental premises which is subject to the provisions of this article and who does not maintain a bona fide residence in the County of Rockland shall designate an agent who maintains a bona fide residence in the County of Rockland for purpose of receiving notices and other communications from the Town pursuant to this article. Every owner who designates such an agent authorizes such designated agent to be served with a notice of violation, appearance ticket, or other service of process for any matter related to enforcement of this article.
- B. The form shall be signed by all of the owners before a notary public and shall bear the following statement directly above such signatures: "I certify that all information contained in this statement, including the number of lawful rental spaces or units represented, is true and correct to the best of my knowledge and belief. I understand that the willful making of a false statement of material fact herein will subject me to the provisions of law relevant to the making of false instruments and shall constitute a violation of this article."
- C. It shall be the obligation of each owner to timely notify OBZPAE ~~the Town Clerk~~ whenever the information provided on the biennial registry form has become outdated or for any reason is no longer accurate. It shall be the responsibility of each owner to recertify the aforementioned information every ~~two~~ years.

#### **§ 15.7. Penalties for offenses; enforcement.**

- A. No rental property or short-term rental or rental-like purpose, as defined herein, shall be used or occupied except in strict compliance with the provisions herein, and the failure to comply shall constitute a violation of a certificate of occupancy or other legal status permitting the use and occupancy of the building.
- B. Any person or business entity who shall violate any provision of this article, including, but not limited to, failing to register a rental property as required under this article, and/or each and every person and/or business entity that is identified as being present at any residential property located in the Town that is covered by this article at the time of any violation and/or participating in any such assembly prohibited by this article, shall be punishable as provided in § 41A-1 of the Orangetown Code.
- C. Civil remedies. In the event an owner foils, neglects or refuses, whether intentional or unintentional, to correct, cure and remedy, as well as abate, a violation under this article within 24 hours of any notice of a violation by the Town, either posted on the subject property or otherwise provided to the owner thereof, the Town may commence, or cause to be filed, a criminal summons, as well as additionally file, or cause to be filed, a civil action requesting injunctive and/or other relief, and seek monetary damages to compensate the Town for the costs it has, and will incur, because of the violation and any efforts to stop the violation from continuing, including reasonable attorney's fees expended or otherwise incurred by the Town. Nothing in this article requires that any

such notice of violation be issued before the Town pursues any and all available remedies provided for herein.

- D. Other remedies. The remedies provided for in this section are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the Town to address any violation of the Orangetown Code or other public nuisance, as well as including, but not limited to, by any Town resident under New York State Town Law § 268. In the event any Town resident: brings such an action under NYS Town Law § 268, or otherwise, said Town resident: shall be entitled to recover reasonable attorney's fees, costs and disbursements, as well as any damages any said Town resident has sustained by the person or business entity that caused, or contributed to, any violation herein of this article or other Orangetown Code provision, or state law, rule or regulation; however, such Town resident's entitlement to recover reasonable attorney's fees, costs and disbursements, and damages, etc., shall not be recoverable from, or awarded in favor of the Town resident against, the Town of Orangetown.
- E. This article may be enforced by the Orangetown i) Office of Building, Zoning and Planning Administration and Enforcement, ii) Bureau of Fire Prevention iii) Police Department, and/ or (iv) any other law enforcement agency having lawful jurisdiction to do so.

## **Section 2 - Severability.**

If any part or provision of this Local Law, or the application thereof to any person or circumstance, is adjudged invalid or unconstitutional by a court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law, or the application thereof to other persons or circumstances. The Town Board of the Town of Orangetown hereby declares that it would have enacted the remainder of this Local Law even without any such invalid or unconstitutional part, provision or application.

## **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 - Effective Date.**

This Local Law shall take effect immediately upon the filing of a copy with the NYS Secretary of State in the manner prescribed by NYS Municipal Home Rule Law §27.



# *Short Environmental Assessment Form*

## *Part 1 - Project Information*

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3.   a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned _____ acres or controlled by the applicant or project sponsor?				
4. Check all land uses that occur on, are adjoining or near the proposed action: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> Urban</span> <span><input type="checkbox"/> Rural (non-agriculture)</span> <span><input type="checkbox"/> Industrial</span> <span><input type="checkbox"/> Commercial</span> <span><input type="checkbox"/> Residential (suburban)</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> Forest</span> <span><input type="checkbox"/> Agriculture</span> <span><input type="checkbox"/> Aquatic</span> <span><input type="checkbox"/> Other(Specify):</span> </div> <div style="margin-top: 5px;"><input type="checkbox"/> Parkland</div>				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>	N/A  <input type="checkbox"/>  <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest    Agricultural/grasslands    Early mid-successional Wetland <input type="checkbox"/> Urban    Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: _____ Date: _____  Signature: _____ Title: _____		

**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](mailto:highwaydept@orangetown.com)

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

## MEMORANDUM

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

**CC:** Jeffrey Bencick, Finance Director

**FROM:** James J. Dean, Superintendent of Highways 

**DATE:** April 3, 2025

**RE:** **Award Bid – One New Fully Electric Compact Vacuum Street Sweeper With Articulating 3rd Brush System**

Please accept this memorandum as a recommendation to award the New Fully Electric Compact Vacuum Street Sweeper with Articulating 3rd Brush System.

Please be advised that the Highway Department advertised the above Request For Bids For One New Fully Electric Compact Vacuum Street Sweeper With Articulating 3rd Brush System on January 29, 2025. Bids were opened at the Town Clerk's office on February 20, 2025, and three (3) bids were received. The following list comprises the three (3) low bids:

1. Environmental Equipment	Rochester, NY	\$359,994.00
2. Northeast Sweeper	Fairfield, NJ	\$548,270.16
3. Trius, Inc	Bohemia, NY	\$643,887.00

For your information, the Highway Department evaluated different types of equipment and determined that the "eCleango 550 Electric Compact Sweeper" is best suited for the Town's needs. This specification was not intended to be restrictive, but a measure against which all sweepers are compared.

As stated in the Request For Bids (RFB), the Town of Orangetown would accept for consideration any make or model that is equal or superior to the specified New Fully Electric Compact Vacuum Street Sweeper With Articulating 3rd Brush System. The bid specified the "eCleango 550 Electric Compact Sweeper". The RFB also states that decisions of equivalency will be the sole interpretation of the Town of Orangetown Highway Department and that original manufacturer's brochures of the proposed unit are to be submitted with the bid.

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



CLEAN STREETS = CLEAN STREAMS



A blanket statement that the equipment proposed will meet or exceed all requirements is not sufficient when establishing equivalence or superiority. All bids were to contain sufficient technical literature to enable the Town to make a reasonable determination of compliance to the specification. Furthermore, all variances, exceptions and/or deviations were to be fully described in the appropriate section. Deceit in responding to the specification is cause for rejection.

Upon evaluation of the three bids, the Highway Department determined that the literature submitted with the Ravo 5e from Northeast Sweeper and the K'a'rcher MC 250 submitted by Environmental Equipment was incomplete and/or any specification variances, exceptions or deviations were not fully described. Additionally, the bids did not contain sufficient technical literature to enable the Town to make a reasonable determination of compliance to the specification. Please be advised that upon further review, the Highway Department determined that key specifications for the MC 250 and Ravo 5e did not comply with the eCleango 550 specifications. Below please find the specification comparison spreadsheet:

eCleango 550	COMPLY	Ravo 5e	COMPLY	K'A'RCHER	COMPLY
153 kilowatt hours (kWh) minimum	Yes	100 kWh	No	78 kWh	No
Cellular Chemistry Li-NMC	Yes	LiFePO4	No	?	Yes
(6 Battery packs x 25.5) 153 kWh	Yes	Single Battery	No	?	Yes
Empty Wt Approx 14,991 lbs min.	Yes	14,334 lbs.	No	8,378 lbs	No
Width w/o brushes 71"	Yes	89"	No	?	Yes
Gross vehicle weight 25,353 lbs.	Yes	25,132 lbs.	No	?	No
Hopper Capacity 6.8 cu. yds.	Yes	6.5 cu. yds.	No	3.3 cu. yds.	No
Minimum Sweep Width 139"	Yes	129"	No	106"	No
Suction nozzle width 29" min.	Yes	24.8"	No	33"	No
Brush diameter 35" min.	Yes	29.5	No	?	No
Suction hose diameter 9" min.	Yes	8.8"	No	7.8"	No
Fresh water tank 185 US gal min.	Yes	160 gallons	No	70 gallons	No

**Therefore, please add the following item to the Town Board Agenda of April 22, 2025:**

**WHEREAS**, the Superintendent of Highways duly advertised for sealed bids for New Fully Electric Compact Vacuum Street Sweeper with Articulating 3rd Brush System, which was received and publicly opened on February 20, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, upon the recommendation from the Superintendent of Highways, the Town Board hereby awards the bid to Trius, Inc., Bohemia, NY, the lowest qualified bidder, in the amount of \$643,887.00 to be charged to H.5130.200.24.

JJD/sfm



## Notice

### Basic Information

<b>Estimated Contract Value (USD)</b>	\$250,000.00 (Not shown to suppliers)
<b>Reference Number</b>	0000375897
<b>Issuing Organization</b>	Town of Orangetown
<b>Owner Organization</b>	Department of Environmental Management and Engineering
<b>Solicitation Type</b>	IFB - Invitation for Bid (Formal)
<b>Solicitation Number</b>	ITB-DEME-002-2025
<b>Title</b>	ITB-DEME-002-2025 Orangetown Sewer District 2-Rehabilitate Primary Clarifier 2
<b>Source ID</b>	PU.AG.USA.1060.C11293526
<b>Piggyback Solicitation</b>	No

### Details

<b>Location</b>	Rockland County, New York
<b>Delivery Point</b>	127 Route 303 Orangeburg, New York United States 10962
<b>Description</b>	The Town of Orangetown operates a 13 MGD Design Flow Wastewater Treatment Plant in Orangeburg, NY. The facility has and influent headworks, three (3) Primary Clarifiers, three (3) Trickling Filters, three (3) Secondary Clarifiers, one (1) Chlorine Contact Tank for disinfection, two (2) Sludge Storage Tanks, and a variety of ancillary equipment. The age of some of these facilities and equipment is varied. The focus of this Invitation to Bid is the rehabilitation of Primary Clarifier #2.

### Dates

<b>Publication</b>	02/07/2025 02:21 PM EST
<b>Questions are submitted online</b>	No
<b>Closing Date</b>	03/13/2025 11:00 AM EDT [A - Latest Addendum]

<b>Onsite Visit</b>	03/06/2025 10:00 AM EST
<b>Onsite Visit</b>	03/06/2025 10:00 AM EST

### Contact Information

Michael Weber  
8453596502 ext. 4205  
mweber@orangetown.com

### Required Acknowledgement

Eamon Reilly, PE

Please see page 6 of the bid documents. Please send bid document receipt Confirmation Form to the attention of Eamon Reilly with 5 working days of receipt of Bid Documents.

### Buyer Preferences, Guidelines & Requirements

#### General Requirements

- Bidder Prequalification/Preregistration Required
- Bid Deposit Required
- Installation Required
- Insurance Required
- Prevailing Wage Required
- Warranty Information Required

#### Award Requirements

- All or None Award

#### Bonding Requirements

- |                    |          |
|--------------------|----------|
| - Bid Bond         | 5.00 %   |
| - Performance Bond | 100.00 % |

#### Pre-Bidding Events

<b>Event Type</b>	Onsite Visit
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<b>Attendance</b>	Recommended
<b>Event date</b>	03/06/2025 10:00 AM EST [A - Latest Addendum]
<b>Location</b>	127 Route 303, Orangeburg, NY 10962
<b>Event Note</b>	All bidders are invited to join us for a site visit to inspect the existing conditions. The tank will be drained and accessible for inspection.

<b>Event Type</b>	Onsite Visit [A - Latest Addendum]
<b>Attendance</b>	Recommended [A - Latest Addendum]
<b>Event date</b>	03/06/2025 10:00 AM EST [A - Latest Addendum]
<b>Location</b>	127 Route 303, orangeburg, ny 10962 [A - Latest Addendum]
<b>Event Note</b>	

**Bid Submission Process**

<b>Bid Submission Type</b>	Physical Bid Submission
<b>Additional Bidding Instructions</b>	All Sealed Bids must be received by Town Clerk of the Town of Orangetown, 26 W Orangeburg Rd, Orangeburg, NY 10962 by March 13, 2025 at or before 10:30 AM. It is highly recommended that bidder contact the Department of Enviornmental Management and Engineering to schedule a site visit before making a formal bid.



## Documents

### Addendum No. 3

Document	Size	Uploaded Date	Language
No Documents			

### Addendum No. 2

Document	Size	Uploaded Date	Language
20250225BidQuestionsClarifierNo2.pdf [pdf]	107 Kb	02/25/2025 10:48 AM EST	English

### Addendum No. 1

Document	Size	Uploaded Date	Language
No Documents			

### Original Solicitation

Document	Size	Uploaded Date	Language
Bid Documents [pdf]	449 Kb	02/07/2025 02:10 PM EST	English

## Categories

### Selected Categories

NIGP Categories (2)	
913	<b>CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)</b>
91359	<b>Construction and Upgrades, Wastewater Treatment Plant</b> Construction and Upgrades, Wastewater Treatment Plant
91391	<b>Maintenance and Repair, Wastewater Treatment Plant</b> Maintenance and Repair, Wastewater Treatment Plant

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## Courtesy Email

Sent using email addresses

[aj.ursin@rebuild-it.com](mailto:aj.ursin@rebuild-it.com); [ekoester@koesterassociates.com](mailto:ekoester@koesterassociates.com); [terry.reyburn@rebuild-it.com](mailto:terry.reyburn@rebuild-it.com)

## Document Request List

## Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
Fairfield Service Company of Indiana, LLC	Patty Riley	03/28/2025 11:16 AM EDT	Michigan City	Indiana
LHV Precast, Inc.	Robert Willis	03/13/2025 10:58 AM EDT	Kingston	New York
CTI LLC	Blake Philippi	03/12/2025 01:31 PM EDT	Coeymans	New York
halcyon	Pasquale Carofano	03/11/2025 04:22 PM EDT	pleasantville	New York
VAD Construction Corp	Eddie Patafio	03/11/2025 12:09 PM EDT	Whiteplains	New York
Construction Journal	Construction Journal	03/03/2025 10:02 PM EST	Stuart	Florida
***DO NOT REACTIVATE Gov Solution Corp	Gov Solutions	02/28/2025 07:23 PM EST	Los Angeles	California
Remus Industries, LLC	Joseph Bergey	02/27/2025 02:17 PM EST	Ossining	New York
Wind River Environmental	David Bower	02/27/2025 01:57 PM EST	Marlborough	Massachusetts
Kubricky Construction Corp.	Volker Burkowski	02/27/2025 12:11 PM EST	Wilton	New York
Merit Apprenticeship Alliance	Penelope Hazer	02/26/2025 03:17 PM EST	East Syracuse	New York
Cyclops Process Equipment	Ron Wakefield	02/25/2025 03:38 PM EST	Baldwinsville	New York
Yonkers Contracting Company, Inc.	Anna Spathos	02/25/2025 11:39 AM EST	Yonkers	New York
ESSCO Pump	Richard Canton	02/25/2025 10:26 AM EST	Hewitt	New Jersey
Rapid Pump & Meter Service Co.	Mary Novak	02/25/2025 09:22 AM EST	Paterson	New Jersey
Coppola Services, Inc.	Leigh-Ann Pavlin	02/24/2025 10:36 AM EST	Ringwood	New Jersey
cis	Laura Joseph	02/24/2025 10:24 AM EST	kinnelon	New Jersey
TAM Enterprises, Inc.	Robert Toomey	02/18/2025 11:57 AM EST	Goshen	New York
Whittaker Brothers	Roland Whittaker	02/16/2025 07:18 PM EST	New York	New York
Audubon Companies	Matthew McDonald	02/14/2025 03:41 PM EST	Houston	Texas
Fabtech water and wastewater	Vanessa Juenger	02/14/2025 10:56 AM EST	Saint Louis	Missouri
Mobile Solids Solutions	Christina Fleegle	02/14/2025 10:51 AM EST	Somerset	Pennsylvania
Dave Heiner Associates, Inc.	Kelli Aveta	02/14/2025 10:46 AM EST	Parsippany	New Jersey
Doyle Contracting Inc	Ed Doyle	02/14/2025 10:41 AM EST	Pearl River	New York

[illegible]

**TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING**  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

1

**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

## INVITATION TO BID

**BIDDER'S NAME:** SENTRY EQUIPMENT CORP

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**ADDRESS:** 966 BLUE RIBBON CIRCLE N, OCONOMOWOC, WI 53066

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Bids for the above referenced bid number and title will be received until 10:30 am on **March 13, 2025**, at the **Office of the Town Clerk, Town of Orangetown, 26 Orangeburg Road, Orangeburg, N.Y. 10962** at which time and place bids will be publicly opened and read aloud at **11:00 AM**. Specifications and bid forms may be obtained at the same office.

**TERMS:** PRICE TO REMAIN FIRM THE PERIOD OF SIX MONTHS FROM THE DATE OF AWARD.

**DELIVERY:** PER MARKET AVAILABILITY

Prices are to be quoted F.O.B. DESTINATION, PREPAID with deliveries to be made to:

**TOWN OF ORANGETOWN  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING  
127 ROUTE 303, ORANGEBURG, NEW YORK 10962**

**NOTE:**

Vendor/Contractor quotations are to represent bids on the stated specifications and they shall supply materials/equipment as specified. Where a vendor quotes on a variance of the specifications, it is the vendor's obligation to clearly identify the alternate offered in lieu of the specification on this bid; and to supply adequate information in order for the Town to evaluate the alternate offered. Where information supplied refers to manufacturer's catalogs, vendors shall attach such catalogs to their bid sheet and include the catalog name and page number reference next to the bid item.

The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. This requirement must be strictly complied with.

The undersigned reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the Town of Orangetown.

**DATED:** February 7, 2025

**TOWN OF ORANGETOWN  
ORANGEBURG, NEW YORK 10962**

**BY: EAMON REILLY, PE.  
COMMISSIONER, DEME**

**PLEASE MAKE COPY OF BID FOR YOUR RECORDS**

TITLE: Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

BID NUMBER: ITB-DEME-2025-02

## BIDDER'S CHECK LIST

Your response to our above referenced bid may be considered unresponsive and may be rejected if the following forms are not included at the time of the bid opening.

- ☒ Notarized Affidavit of Non-Collusion as required by NYS Law
- ☒ A Bid Deposit or Bid Bond in the amount of 5% of the total bid. (See page 5).
- ☒ As per page 9 of the bid package, the Town of Orangetown requires a current insurance certificate, with the Town of Orangetown listed as additional insured, be on file in the DEME Department. You will be given five (5) business days from the notice of award to supply this form or the bid will be rescinded. Please note if the excess/umbrella clause is required.
- ☒ Experience / References form.
- ☒ Equipment form.
- ☒ Samples and/or Specifications as required.  
Bidders must send materials, marked with Company Name, Bid No. and Item No. on bid when bidding on or equal items. These must be received prior to bid opening.
- ☒ OTHER: Description of Grade and Origin of materials to be used.

**IF, AFTER AN AWARD HAS BEEN MADE TO YOU, AND YOU CANNOT SUPPLY THE AWARDED ITEM OR ITEMS SUCH THAT THE AWARD HAS TO BE RESCINDED, THERE WILL BE A \$250.00 CHARGE TO COVER THE ADMINISTRATIVE EXPENSES OF THE TOWN.**

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TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

3

**TITLE: Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services**

**BID NUMBER: ITB-DEME-2025-02**

**GENERAL CONDITIONS:** All proposals shall be made upon forms furnished by the Commissioner of DEME for the Town of Orangetown and shall be contained in sealed envelopes addressed to Town of Orangetown, Director of DEME, 26 Orangeburg Rd. Orangeburg, New York 10962. Forms of proposal as issued by the Director DEME shall be completely filled in, in ink or by typing on original bid form. No photocopies will be accepted. No bid will be accepted which contains any changes, additions, omissions or erasures.

The Commissioner of DEME for the Town of Orangetown reserves the right to waive any informality and to reject any or all bids.

Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Director of DEME reserves the right to reject any bid if its compliance with the specifications is not clearly evident.

Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

All Vendors must comply with provisions of the Toxic Waste Right to Know Law and provide the Town with any and all information as required by law.

The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town.

Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.

All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail.

The right is reserved to award bids on individual items or on total sums. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

No contract hereunder shall, either in whole or part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Director of DEME.

Should the successful bidder fail to meet a delivery date required by the specifications, the Commissioner of DEME may, at his discretion, cancel the order and terminate the contract. In such event the Town will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

Should any material or equipment delivered fail to meet the specifications, the Town Commissioner of DEME may, at his discretion require the vendor in writing to replace the same with material or equipment which does meet the specification and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the Town will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

The Town of Orangetown reserves the right to terminate any contract or award which arises as the result of this bid, for any reason, that is in the best interest of the Town. Delivery must be made as ordered and in accordance with the proposal and specification.

Placing in the mail of a Notice of Award and/or purchase order to a successful bidder, to the address given in his bid, will be considered

sufficient notice of acceptance of contract. The award contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of this bid.

The Contractor shall comply with all the provisions of the laws of the Town of Orangetown, the State of New York and the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, The Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

The Town of Orangetown reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both the Town and the Contractor.

**DRUG-FREE WORKPLACE ACT OF 1988:** All Contractors providing property or services to the Town of Orangetown valued at \$25,000 or more, or any Contractor participating in a project involving a grant from any federal agency must comply with all aspects of this law.

The Drug-Free Workplace Act of 1988 ("Act") takes effect on March 18, 1989. The Act applies to any federal government contractor providing property or services valued at \$25,000 or more, or any establishment receiving a grant from any federal agency. A covered federal contractor must certify to the contracting agency that it will provide a drug-free workplace.

The Act requires each covered contractor to provide each employee a written statement informing employees that the manufacture, distribution, possession or use of controlled substances is prohibited in the workplace. The statement must specify the actions that will be taken for violations and that as a condition of employment the employee must abide by such statement and notify the employer of any conviction under a criminal drug statute for a violation occurring in the workplace within five days of such conviction. An employer who learns that an employee has been convicted must notify the contracting agency within ten days of receiving notice of the conviction. In addition, the employer must discipline the convicted employee or require him to participate in a drug abuse assistance program. Covered contractors are also required to establish an awareness program informing employees of the dangers of workplace drug use, the employer's drug-free workplace policy, services available for dealing with drug problems and penalties for drug abuse violations. (A covered contractor who is an individual as opposed to a partnership or corporation need only certify in the contract that he will not engage in the unlawful manufacture, distribution or use of a controlled substance.)

A government agency may terminate a contract if the contractor fails to comply with the Act or has so many employees criminally convicted for workplace drug violations that the agency believes the contractor is not making a good faith effort to establish and maintain a drug-free workplace. As used in this Act, the term "contractor" means the person responsible for performing the contract. Since there are presently no regulations on this Act, it is not clear whether the Act will apply to subcontractors and suppliers of federal contractors. The Drug Abuse Policy Office has stated that the contracting agency will determine whether the Act applies to subcontractors.

**QUALITY ASSURANCE PROGRAM:** Vendor agrees to participate in the Town of Orangetown's Quality Assurance Program. Vendor agrees to meet with the Commissioner of DEME within 72-hour notice to address problems related to product and/or service. Failure to meet with the Commissioner and outline corrective actions will result in repeal of award.



**TOWN OF ORANGETOWN – DEPARTMENT OF  
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26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

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**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

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**TOWN OF ORANGETOWN – DEPARTMENT OF  
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**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

**AFFIDAVIT OF NON-COLLUSION**

The undersigned, having a principal place of business at:

**NAME OF BIDDER:** SENTRY EQUIPMENT CORP  
**EXT.:** \_\_\_\_\_

**PHONE NO.:** 385-225-9955

**BUSINESS ADDRESS:** 966 BLUE RIBBON CIRCLE N  
OCONOMOWOC, WI 53066

**TELEFAX NO.:** 262-567-4523

and being experienced and responsible for the performance of the same, agrees to furnish and deliver F.O.B., Inside Delivery to locations as specified, at the prices set forth by bidder in the specifications hereto annexed. The amount of the bid deposit, accompanying this bid is: ☐ 5% of Total Certified Check ☒ 5% of Total Bid Bond


**CERTIFICATION AND SIGNATURE FORM**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement with anyone for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

  
**General Manager SLC**  
Signature & Company Position

**TERRY REYBURN**

Type Name & Company Position

**SENTRY EQUIPMENT CORP**

Company Name

**3/10/2025**

Date Signed

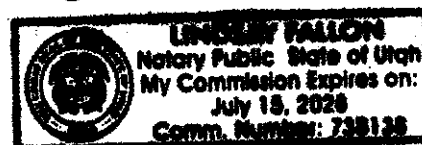
**39-0343280**

Federal I.D. Number

SWORN TO BEFORE ME THIS

**March 11** DAY OF 2025

NOTARY PUBLIC



**TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING**  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

6

**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

**Receipt Confirmation Form**

**Please complete and return this confirmation form within 5 working days of receipt of bid package to:**

EAMON REILLY, P.E.  
Commissioner of Environmental Management and Engineering  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
Tele: (845) 359-6502 Fax: (845) 359-6951

**Failure to return this form may result in no further communication or addenda regarding this Bid.**

**Company Name:** SENTRY EQUIPMENT CORP

**Address:** 966 BLUE RIBBON CIRCLE N

**City:** OCONOMOWOC **State:** WI **Zip Code:** 53066

**Contact Person:** TERRY REYBURN

**Phone Number:** 801-828-5369 **EXT:** **Fax Number:**

**Email:** terry.reyburn@rebuild-it.com

I have received a copy of the above noted Bid.

☒ We will be submitting a Bid

☐ We will not be submitting a Bid

I authorize the Town of Orangetown to send further correspondence that the Town deems to be of an urgent nature by the following method;

Courier Collect: UPS 580709 Mail

Signature: 

Title: General Manager - SLC

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend: Yes / No

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7

**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

## **INFORMATION TO BIDDERS**

### **OBLIGATION OF BIDDERS**

Before submitting a bid, bidder must become fully familiar with the work to be done. Prior to submitting bid, each bidder is encouraged to visit site:

Town of Orangetown Sewer Treatment Plant
127 Route 303
Orangetown, NY 10962

A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened.

The proposal shall specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

### **BID SECURITY**

Each bid shall be accompanied by a certified check made payable to the Town of Orangetown in the amount indicated on the attached Bidders Chest List. In lieu of such check, the bidder may furnish a bid bond for the amount of 5% of the total bid same amount, and having as surety thereon a surety company licensed to do business in the State of New York and approved by the Town Attorney.

Checks or bid bonds of all formal bidders will be returned after the contract has been executed.

### **AWARD OF CONTRACT**

Award of contract will be made to the lowest responsible qualified bidder whose proposal shall comply with all of the provisions required to render it formal. The Town or the Commissioner of DEME reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the Town will be served. The Town or the Commissioner of DEME may require any and all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract. The Town reserves the right to award this contract either on an item-by-item basis or as a total award of all items in combination.

### **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted will be required to execute the contract and furnish bonds and evidence of insurance within five days from date of Notice of Award, if required. In case of failure or refusal on the part of the bidder to enter into contract or to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the Town and the contract may be awarded to the next lowest responsible bidder. Upon the execution of the contract and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom award of contract is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed. Attached as Appendix I to this Invitation to Bid is the form of Contract which will be used for this work.

### **NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATIONS**

The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

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8

**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

## **GENERAL CONDITIONS**

### **FORM OF PROPOSAL**

All proposals shall be made upon forms furnished by the Commissioner of DEME of the Town of Orangetown and shall be contained in sealed envelopes addressed to the Commissioner of DEME, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962,

The sealed envelope shall be clearly labeled with the Bid Number and Name and the Name of the Proposer.

Form of proposal as issued by the Town shall be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

### **EXPERIENCE & EQUIPMENT**

Bidder shall submit with the proposal a Certificate of Experience for the past three (3) years. Bidder shall list equipment owned or leased necessary for the execution of this contract. Certificate of Experience and Certificate of Equipment are included in these documents, if applicable.

### **BONDS**

The Contractor shall furnish a performance bond in a sum equal to {100}% of the annual contract, renewable annually for the term of the contract.



If this box is checked, a performance bond IS REQUIRED.

### **CONTRACT EXECUTORY**

This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such moneys. The contract is not a general obligation of the Town of Orangetown. Neither the full faith and credit nor the taxing power of the Town of Orangetown is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

### **ASSIGNABILITY OF CONTRACT**

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due thereunder, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the Town awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

### **USE OF PREMISES**

The Contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the Town and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the Town of Orangetown. Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

### **FAILURE TO PERFORM**

Should the Contractor fail to perform as required by the specifications, the Town may cancel the order and terminate the contract. In such event, the Town will assume no responsibility for, nor will it reimburse the contractor for any expense or loss to the contractor because of such termination or cancellation. Town will then purchase products/service on the open market and charge back the difference to defaulting vendor.

**TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING**  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

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**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

**INSURANCE: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**INDEPENDENT CONTRACTOR:** The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT (CONTRACTOR), is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the TOWN, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the TOWN including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

**INSURANCE REQUIREMENTS:**

**GENERAL LIABILITY:** The CONTRACTOR shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

A. ☒ Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL).

or

B. ☐ Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL); with two million dollars excess of one million dollars.

**WORKERS COMPENSATION:** The CONTRACTOR shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the Town and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the Contractor. Copy of Certificates shall be provided to the Town of Orangetown.

**COMPREHENSIVE AUTOMOBILE INSURANCE:** The CONTRACTOR must procure, pay for, and maintain Comprehensive Automobile Insurance during the entire term of the contract in an amount no less than \$300,000/\$500,000 for each occurrence for bodily injury, and \$100,000 for each occurrence of property damage.

**DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE:** The Contractor shall procure, pay for, and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificates to be provided to the Town of Orangetown.

**MALPRACTICE INSURANCE:** (I.E. professional liability) in the amount of no less than one million and 00/100th (\$1,000,000.00) dollars.

☐

If this box **IS CHECKED**, malpractice insurance **IS REQUIRED**.

**CONTRACTOR TO HAVE ALL OTHER INSURANCE REQUIRED BY LAW.**

When the CONTRACTOR signs and returns this agreement, contractor shall provide the Town (Department of DEME) with a policy endorsement showing the above required insurance. The Town of Orangetown shall be named as additional insured on all insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to the Town of Orangetown. Unless and until CONTRACTOR obtains such insurance and provides a policy endorsement to the Town, this agreement shall not be effective and no moneys shall be paid or given to the CONTRACTOR.

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**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

**COMPLIANCE WITH LAWS**

The Contractor shall comply with all the provisions of laws in the Town of Orangetown, County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth in detail below:

**A. NON-COLLUSIVE BIDDING CERTIFICATION**

The attention of the bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

(1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency of official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold to be sold, shall contain the following true non-collusive bidding certification.

(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 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 or not 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 shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

**A. NON-COLLUSIVE BIDDING CERTIFICATION continued.....**

2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, 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."

The form of non-collusion bidding certification included as part of this bid package must be executed by the bidder and submitted with the proposal.

The Town of Orangetown or the Commissioner of DEME reserves the right to waive any informality or to reject any or all bids.

The bid prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town.

**B. DISCRIMINATION IN EMPLOYMENT**

The contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

**C. SOCIAL SECURITY TAXES:**

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

**HOLD HARMLESS CLAUSE**

The Contractor shall defend, indemnify, save & hold harmless the Town of Orangetown, its agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property or any other cause of action, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and if any judgement shall be rendered against the Town in any such actions, the contractor shall, at its own expense, satisfy and discharge the same.

**EXCULPATORY CLAUSE**

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the Town or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

**GUARANTEE**

Upon completion and acceptance by the Town, the Contractor shall guarantee, in writing, to the Town that all items supplied by contractor are free from any and all defects in workmanship and materials for a period of two years, and that all items will develop capacities and characteristics as specified. If, during a period of two years from date of certificate of completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, the Contractor will remedy them without cost to the Town. Should Contractor fail to remedy such defects within a reasonable length of time, to be specified in



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**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

notice from the Town, the Town may have such work done by others and Contractor shall be responsible to pay to the Town reasonable costs incurred by the Town in paying for such other entity to perform this work or remedy the defect or defects.

**RIGHT TO KNOW LAW**

"The successful bidder at the time of delivery of any toxic substance, which is defined as any substance which is listed in the latest edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing, shall submit the following information to the Commissioner of DEME:

- The name or names of toxic substance(s), including the generic or chemical name
- The trade name of the chemical and any other commonly used name
- The level at which exposure to the substance(s) is determined to be hazardous, if known
- The acute and chronic effects of exposure of the toxic substance(s) at hazardous levels
- The symptoms of such effects of exposure of the toxic substance(s) at hazardous levels
- The potential for flammability, explosion and reactivity of such toxic substance(s)
- Appropriate emergency treatment for over exposure of the toxic substance(s)
- Proper conditions for safe use and exposure to such toxic substance(s)
- Procedures for cleanup of leaks and spills of such toxic substance(s)

The successful bidder shall be required to comply with the provisions of Article 48 of the Public Health Law and Article 28 of the Labor Law, and as amended, at the time of delivery of any goods and material."

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**BID NUMBER: ITB-DEME-2025-02**



This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## 14

**BID NUMBER: ITB-DEME-2025-02**

(THIS FORM MUST BE FILLED IN BY VENDOR)

HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BIDDER: Sentry Equipment Corp. BY:   
TITLE: Terry Reayburn, General Manager - SLC WITNESS: 

## **SPECIFICATIONS**

### **SECTION 1.0: SCOPE**

#### **1.1. Background**

The Town of Orangetown operates a 13 MGD Design Flow Wastewater Treatment Plant in Orangeburg, NY. The facility has and influent headworks, three (3) Primary Clarifiers, three (3) Trickling Filters, three (3) Secondary Clarifiers, one (1) Chlorine Contact Tank for disinfection, two (2) Sludge Storage Tanks, and a variety of ancillary equipment. The age of some of these facilities and equipment is varied. The focus of this Invitation to Bid is the rehabilitation of Primary Clarifier #2.

#### **1.2. Purpose of ITB**

The Town of Orangetown (Town) is seeking providers to perform a full rehabilitation of Primary Clarifier #2. The clarifier is 85' in diameter and has a 40" drive unit. The work is to include turn-key labor services. The clarifier equipment manufacturer shall be:

1. Amwell
2. Westco
3. Eimco Water Technologies
4. Siemens Water Technologies
5. Approved Equal

Peripheral or traction drive clarifiers are not acceptable.

#### **Summary**

- Rebuild of the existing 40" Drive Unit
- Supply and install one (1) center column
- Supply and Install Drive Cage
- Supply and Install New Squeegees
- Supply and Install two (2) rake arm cages
- Supply and Install Skimmers and mechanisms
- Provide all professional turn-key labor services
- Sandblast, inspect, and recoat Catwalk support members.

#### **Proposed Scope of Work:**

All Structural Steel shall conform to ASTM A36. All steel parts shall have a minimum thickness of ¼" and shall be painted except if specified otherwise.

All fasteners, anchor bolts, bolt studs, nuts, washers, springs, and pivot pins shall be Type 316 stainless-steel. All stainless-steel bolts shall have a minimum diameter of ½". All stainless steel shall have a minimum thickness of ¼" unless otherwise noted.

- Center column:
  - Match existing column diameter
  - Minimum wall thickness to be ¼" thick
  - Center column shall also serve as the influent pipe.
- Drive Cage
  - Square center drive cage made of structural shapes, box truss welded construction, and designed for 150% of the drive rated torque with the steel stresses not exceeding AISC allowable
- Squeegees
  - Squeegees to be provided with slotted holes for better adjustment
  - Material to be, at minimum, 1/16" 316 stainless steel
- Rake Arm Cages
  - Two (2) full radius truss arms to be provided and installed
- Skimming Mechanisms
  - Two (2) Full radius skimmers
  - Two (2) Total skimming devices and two (2) skimming mechanisms
  - Skimmer pipe supports
  - Skimmer arms
  - Skimmer blades
    - Skimmer blade material to be made of Neoprene
- All fasteners to be made of, at minimum, 316 stainless steel
- All required field visits to be included for measurements, final checkout, and training of plant operators
- All Ferrous Metal Moving Parts Submerged in Sewage shall use a coating system that meets the following specifications:
  - Surface Preparation—SSPC-SP6 Commercial blast
  - Prime Coat—3.0-5.0 mils (TNEMEC Series N69-1211 Hi-Build Epoxoline II, Dupont Corlar 2.1 ST, or approved equivalent.
- O&M Manual and Related Engineering Drawings to be provided
- Freight: FOB Factory, freight allowed to jobsite.
- Provide Estimated Schedule

#### **40" Drive Rebuild Scope of Work**

- Disassemble and Inspect the drive unit and provide inspection report which will include:
  - The condition of the parts and provide a final recommendation for the rebuild
- Blast and clean all major reused parts for the drive unit. Parts include:
  - Main gear
  - Base
  - Housing(s)

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**TITLE: Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services**

**BID NUMBER: ITB-DEME-2025-02**

- Pinion
  - Worm gear
  - End cap
  - Covers
- Replace all wear items, such as:
  - Bearings
  - Seals
  - Gaskets
  - Keys
  - Retaining rings
  - Gauges
  - Sight glasses
  - Piping
  - Fasteners
- Replace motor drive assembly consisting of:
  - Gearmotor
  - Chain guard
  - Sprockets
- Rebuild or replace the torque unit
- Machine and polish all re-usable parts as needed
- Re-assemble, paint, inspect, and test the drive unit
- Use a premium coating system. Bid submittal must include a description of the coating to be used.
- Spec for General Ferrous Metal – Exterior
  - Surface Preparation—SSPC-SP6 Commercial Blast
  - Prime Coat—3.0-5.0 mils (TNEMEC Series N69-1211 Hi-Build Epoxoline II, Dupont Corlar 2.1 ST, or approved equivalent)
  - Intermediate coat— 3.0-5.0 mils (TNEMEC Series N69-Color Hi-Build Epoxoline II, Dupont Corlar 2.1 ST, or approved equivalent)
  - Finish Coat—2.0-3.0 mils (TNEMEC Series 1075-Color Endura-Shield II, Dupont Imron 2.8 HG, or approved equivalent)
  - Total DFT—10.5 mils minimum
- Minimum of 2-year warranty on parts and labor.
- A quote must be provided for any major part that cannot be re-used due to damage that prevents re-use
- Recommended lubricant to be provided by Town. Specification to be sent to the Town for procurement

**Full Description of the Turn-Key Labor Services must be provided for evaluation. Turn Key labor must account for all work and logistics needed to complete the project. This must include the dome panel removal needed for access to the equipment, rigging, removal of existing items, reinstallation of new work, and reassembly of clarifier covers.**

**TITLE: Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services**

**BID NUMBER: ITB-DEME-2025-02**

**Contractor is responsible for ensuring that workers that are OSHA trained and must provide their own required safety equipment.**

**Each job crew must have an independent Foreman/Safety QC manager on site throughout the duration of any scheduled work.**

**Prevailing wage and Certified Payroll must be provided.**

## **SECTION 2.0: REQUIREMENTS**

- 2.1. All items must bid must include a description of the materials to be used and the expected country of origin for a full value evaluation.
- 2.2 Bids containing restrictions will not be acceptable unless the Department of Environmental Management & Engineering deems the restrictions conform to The Town of Orangetown requirements.
- 2.3 A pre-bid site visit is highly recommended for a full understanding of the site logistics
- 2.4 All contractors and/or bidders shall be required to wear hard hats & safety protective equipment while doing work for and/or being on the Orangetown Wastewater Treatment Plant premises. No work will be authorized or performed without proper safety protection equipment adhering to the most recent OSHA standard & it is the vendor's responsibility to supply the necessary items of equipment.

## **SECTION 3.0: DELIVERIES**

- 3.1 Unless otherwise specified, all deliveries to the Orangetown Wastewater Treatment Plant Facility, 127 Rte. 303, Orangeburg, N.Y. 10962, shall be conducted between normal business hours of 7:00 AM – 2:30 PM Monday through Friday. Deliveries outside these times may be denied at the Plant's discretion, at no additional cost to the Town of Orangetown.
- 3.2 All deliveries shall be verified via telephone at least 24 hours prior to arrival at Orangetown Wastewater Treatment Plant Facility. The contact telephone number is (845) 359-6502.
- 3.3 Failure to deliver on time or any materials that don't meet specifications may result in default of bid.

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**TITLE: Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services**

**BID NUMBER: ITB-DEME-2025-02**

**SECTION 4.0: APPROVED EQUAL OR EQUIVALENT ITEMS**

- 4.1 Bidder must submit specifications, cut sheets, and/or brochure data with their bid.
- 4.2 Bidder must provide references where similar projects have been completed with their bid along with the address and telephone number of the facilities where the work has been competed

**SECTION 5.0: AWARD**

- 6.1 Bid will be awarded to the responsible bidder whose proposal meets the best cost and value based on materials used, country of origin, labor, and experience. The evaluation of the bids will be at the discretion of the Orangetown Department of Environmental Management and Engineering.
- 6.2 The Town may reject all bids at its discretion.

**END OF SPECIFICATIONS**



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**TITLE:** Repair/Rebuild Primary Clarifier #2 Town of Orangetown WWTP  
including Turn-Key Labor Services

**BID NUMBER:** ITB-DEME-2025-02

**PROPOSAL FORM**

**TO: TOWN OF ORANGETOWN**

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the Town of Orangetown the apparatus/services listed below.

Bidders may bid on 1

DESCRIPTION	UNITS	ESTIMATED QUANTITY PER YEAR	UNIT PRICE	TOTAL PRICE	BRAND NAME AND PRODUCT CODE
1. Repair/Rebuild Primary Clarifier #2; Including Turn-key labor	Clarifier	1 Time Use	\$449,306.00 Clarifier	\$449,306.00	Rebuild-it Services 332999

\$449,306.00 FOUR HUNDRED FORTY-NINE

**REBUILD COST TOTAL PRICE WRITTEN OUT \$** THOUSAND THREE HUNDRED SIX

**DELIVERY TO BE BASED ON MARKET AVAILABILTY AND BASED ON PROPOSED SCHEDULE OF COMPLETION, AS AGREED UPON WITH THE TOWN OF ORANGETOWN.**

**SIGNED:** \_\_\_\_\_

**DATE:** March 11, 2025

**BIDDER:** Sentry Equipment Corp.

**ADDRESS:** 966 Blue Ribbon Circle N, Oconomowoc, WI 53066

# CNA SURETY

## Bid Bond

Bond No. Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Sentry Equipment Corporation  
966 Blue Ribbon Circle North  
Oconomowoc, WI 53066

### SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

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.

### OWNER:

(Name, legal status and address)

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

**BOND AMOUNT:** 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

REBUILD THE EXISTING 85' DIAMETER PRIMARY CLARIFIER NO. 2

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 13th day of March, 2025.

[Signature]  
(Witness)

[Signature]  
(Witness) David J. Roth

Sentry Equipment Corporation

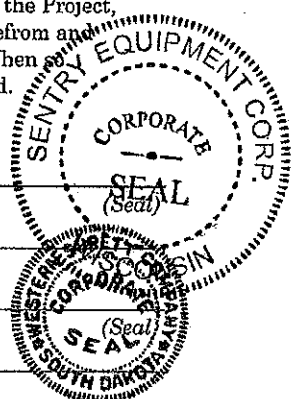
(Principal)

By: David Ling  
(Title) CFO

Western Surety Company

(Surety)

By: Tracey Heiss  
(Title) Tracey Heiss, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Tracey Heiss, Individually of Orland Park, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond  
Principal: Sentry Equipment Corporation  
Obligee: Town of Orangetown

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

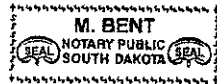
Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2025.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cuasurety.com](http://www.cuasurety.com) > Owner / Obligor Services > Validate Bond Coverage, If you want to verify bond authenticity.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 708-845-3000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@thehortongroup.com	
<b>INSURED</b> Sentry Equipment Corp. 966 Blue Ribbon Circle North Oconomowoc WI 53066		<b>SENTEQU-01</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Evanston Insurance Company	
		<b>INSURER B:</b> Federal Insurance Company	
		<b>INSURER C:</b> Vigilant Insurance Company	
		<b>INSURER D:</b>	
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 2070124117**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Domestic GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	35900865	8/1/2024	8/1/2025 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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	Y	Y	73553680	8/1/2024	8/1/2025 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	7985-09-53	8/1/2024	8/1/2025 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	71709967	8/1/2024	8/1/2025 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Pollution Liability	Y	Y	MKLV3ENV104728	8/1/2024	8/1/2025 Limit \$5,000,000

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

Additional insured on a primary and noncontributory basis with respect to general liability and auto liability only when required by written contract. Waivers of subrogation apply to general liability, auto liability and workers' compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows General Liability, Auto Liability and Employer's Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Orangetown  
Department of Environmental Management  
and Engineering  
26 Orangeburg Road  
Orangeburg NY 10962

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

AUTHORIZED REPRESENTATIVE

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# PROPOSAL

Rebuild-it Services Group  
The No. 1 Drive Rebuild company

**SENTRY**  
Rebuild-it Services Group  
A Sentry Equipment Service  
4188 Nike Dr. | West Jordan, UT 84088  
(888)709-5676  
Rebuild-it.com | sales@rebuild-it.com

**PROPOSAL DATE:** March 11, 2025

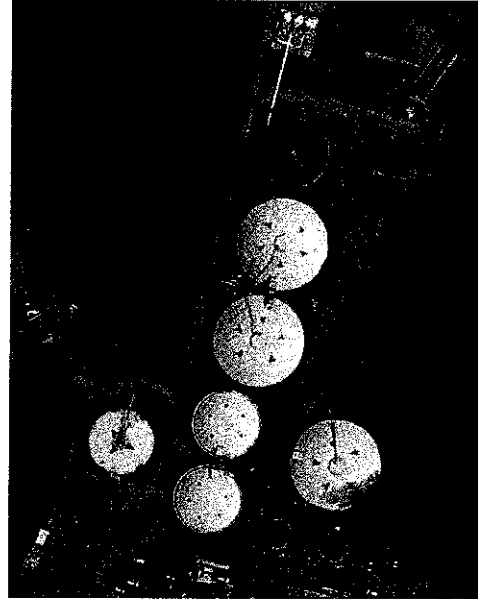
**PROPOSAL NUMBER:** Q106679-A

\*\*Please note this proposal is interactive for your convenience.  
Feel free to [click](#) on any of the hyperlinks for helpful information.

**BID #:** ITB-DEME-2025-02

**PREPARED FOR:**

Town of Orangetown SD #2  
127 Route 303  
Orangeburg, NY 10962  
Attention: Michael Weber  
Phone: (845)359-6502 ext. 4205  
E-mail: [mweber@orangetown.com](mailto:mweber@orangetown.com)



**SCOPE SUMMARY:**

Rebuild the existing 85' diameter clarifier and provide professional turn-key installation services.

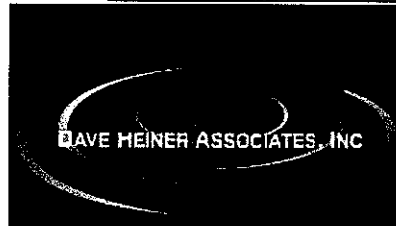
**PREPARED BY:**

Rebuild-it Services Group  
A Sentry Equipment Company  
4188 West Nike Drive  
West Jordan, Utah 84088  
Aj C. Ursin  
Main: (888)709-5676  
Office: (713)258-9764  
E-Mail: [aj.ursin@rebuild-it.com](mailto:aj.ursin@rebuild-it.com)  
Website: [www.rebuild-it.com](http://www.rebuild-it.com)



**REPRESENTED BY:**

Dave Heiner Associates, Inc.  
David Miller  
Phone: (973)299-9990  
E-mail: [dmiller@daveheinerassoc.com](mailto:dmiller@daveheinerassoc.com)



**PROJECT SUMMARY:**

Rebuild-it Services Group (RSG) (A Sentry Equipment Company) is pleased to offer the following proposal to rebuild the existing Amwell 40" drive unit, supply (1) center column, (1) drive cage, squeegees, (2) rake arm cages, (2) full radius skimmers, blast and paint the existing bridge, and provide professional turn-key labor services. All equipment and services will be for the existing 85' diameter primary clarifier #2 at the Orangetown WWTP located in Orangeburg, NY.

**SCOPE OF WORK:****(1) 85' DIAMETER PRIMARY CLARIFIER NO. 2:**

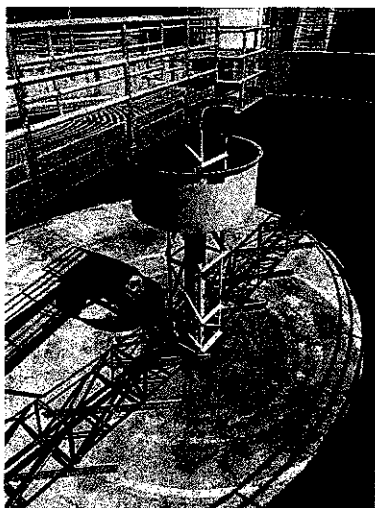
- Material to be painted mild steel unless noted otherwise.
- Center Column:
  - Match existing column diameter.
  - Minimum wall thickness to be 1/4" thick.
- Drive Cage:
  - Square center drive cage made of structural shapes, box truss welded construction, and designed for 150% of the drive rated torque with the steel stresses not exceeding AISC allowable.
- Squeegees:
  - Squeegees to come with slotted holes for better adjustment.
  - Material to be 20 gauge 304 stainless steel.
- Rake Arm Cages:
  - Two (2) full radius truss arms to be provided.
- Skimming Mechanism:
  - (2) Full radius skimmers.
  - (2) Total skimming devices and (2) skimming mechanisms.
  - Skimmer pipe supports.
  - Skimmer arms.
  - Skimmer blades.
    - Skimmer blades to be made of neoprene.
- Existing clarifier bridge to be removed and shipped to an RSG facility to be evaluated, sand blasted, then painted. The handrail and grating to be reused.
- Fasteners to be 304 stainless steel.
- Field Service: (1) trip, with (1) 8-hour day for existing clarifier measurements.
- Field Service: (1) trip, with (1) 8-hour day for start-up, field testing, final check out, and training services.
- O&M manual and related engineering.
- Freight: Ship pt., freight allowed.

**COATINGS AND SURFACE PREP OF CLARIFIER/THICKENER MECHANISMS:**

- Apply all products per manufacturer's product data sheets.
- Surface Preparation: Blast steel to SSPC SP-10 near white metal.
- Coating: Apply (2) coat of Tnemec Series N69 epoxy primer 4-6 MDFT.
- Components supplied by others, existing components to be reused, non-ferrous materials, stainless steel, and galvanized steel will not be painted.

**EXCLUDED ITEMS FROM SCOPE OF SUPPLY:**

- Scum trough.
- Weirs, baffles, and Stamford baffle.
- Feedwell and EDI.
- Reuse center column anchors.
- Launder system and supports.
- Piping external to the mechanism.
- Electrical control panels, field wiring, conduits, light post, photocells, etc.
- Wash down hoses and spray systems.
- Control panel.
- Repair of concrete tank.
- Reuse existing anchors except as noted.
- Isolation material (Bi-metallic protection) except as noted.
- Lubricants (see pg. 6 for *recommended* drive oil).
- Field welding.
- Touch-up painting or paint.
- Access stairways, walkways, grating, handrailing, etc. outside the tank.
- Grating and handrail from existing walkway to be reused.
- Any items not specifically noted as being supplied by RSG in this proposal.



**40" DRIVE REBUILD SCOPE OF WORK:**

*We include the following:*

- Disassemble and inspect the drive unit and provide inspection report.
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the rebuild.
- Blast and clean and all major reused parts for the drive unit, which includes the main gear, base, housing(s), pinion, worm gear, end cap, and covers.
- Replace all wear items, such as bearings, seals, gaskets, keys, retaining rings, gauges, sight glasses, piping, and fasteners.
- Replace motor drive assembly consisting of a gearmotor, chain guard, and sprockets.
- Rebuild and recalibrate the torque control.
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect, and test the drive unit.
- Premium coating system (info. below).
- 2-year warranty.

*Items that are **not** included:*

- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts, and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (see **recommended** drive oil on pg. 5).

**NOTE:** This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e., gears, precision bearing, pinion, housings, and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).

**RSG DRIVE UNIT PREMIUM THREE LAYER COATING SYSTEM:**

Rebuild-it utilizes a unique coating system that delivers exceptional durability for the drive unit. Unlike standard coatings, our innovative solution sets a new standard, ensuring long-lasting protection and performance.

***All exterior drive unit surfaces:***

- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Hi-Build Epoxy-dry film thickness of 4-6 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6 mil minimum. Color: Pencil Gray

***All interior surface except for machined surfaces and gear faces:***

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surfaces will be coated with LPS 3 Rust Inhibitor.
- All reducers and motors will have the manufacture's standard finish.





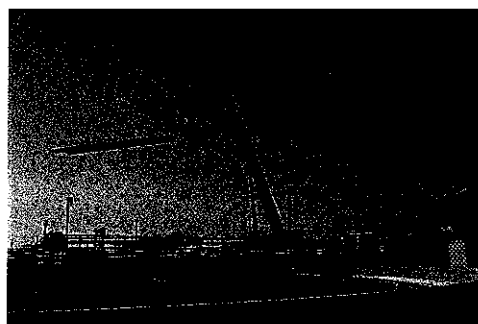
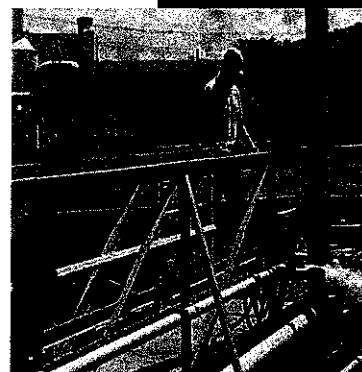
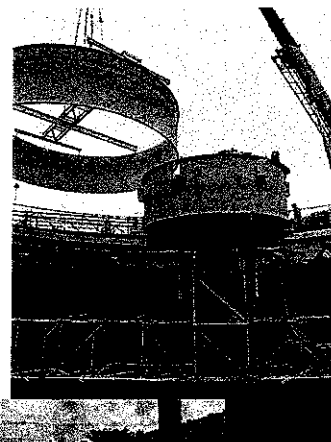
**RSG PROFESSIONAL TURN-KEY LABOR SERVICES:**

*The scope of work for this project is as follows:*

- Site mobilization and travel time to the job site.
- Removal of dome panels (min. amount necessary to complete job).
- Removal of various clarifier components to be rebuilt or replaced.
- Ship drive unit and bridge to RSG rebuild facility.
- Install new/refurbished clarifier components.
  - New center column.
  - New drive cage.
  - New rake arm cages.
  - New squeegees.
  - New skimmers.
  - **Rebuilt** 40" drive unit.
  - **Repainted** bridge.
- Reinstall dome panels.
- Crane, mats, rigging equipment as needed.
- Level the drive unit and rake arms.
- Touch up paint only.
- Provide assistance during start-up & testing.
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site. throughout the project.
- Work to be performed in (2) mobilizations.
- Demobilization of personnel and equipment.
- Includes prevailing wage.
- Field service start-up and check out services.

*This proposal **excludes** the following items:*

- Electrical disconnect and reconnect.
- Permits, fees, and/or stamped engineering documents.
- Overtime premiums or weekend work.
- Temp facilities include porta-johns.
- Removal of dome or access panels for covered tank.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site - touch up paint only if needed.
- Hazardous material handling and/or disposal.
- Draining and cleaning of the tank.
- Disposing of old debris/parts.
- Lubrication for drive unit.
- Any work not specifically included.



**PRICING SECTION:**

Pricing to rebuild the 85' dia. clarifier as described above.....\$449,306.00  
Optional Drive Oil – Hydrotex ISO680 (\$446.90/5-Gallons/EA) – 1 Estimated.....\$446.90  
**TOTAL WITH OIL.....\$449,752.90**

**NOTES:**

- Freight is included.

**ESTIMATED SCHEDULE:**

Engineering/submittals: 4-5 weeks  
Approvals: 1-2 weeks  
Drive rebuild: 6-8 weeks after customer approval  
Fabricated components: 12-14 weeks after customer approval  
Labor services: 5 days  
Check out services: 1 day

**Please be sure to reference this quotation number and date on your purchase order.**

**Remit order to:**

Sentry Equipment Company  
P.O. Box 1493  
West Jordan, Utah 84084  
Attention: Candace King, [cking@rebuild-it.com](mailto:cking@rebuild-it.com)

**PRICING AND PAYMENT TERMS:**

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Terms:** If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for **60** days.

**Sales Tax:** No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

**Freight:** Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

**Shipment:** Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

**Field Service:** Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,200.00 per day plus expenses.

**Carbon and Stainless-Steel Escalation:** Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at [www.steelbb.com](http://www.steelbb.com).

**WARRANTY & TERMS AND CONDITIONS:**

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

**This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.**

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customers responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

**CONFIDENTIALITY:**

***All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.***

**TERMS AND CONDITIONS:**

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

**4. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**5. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**6. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**7. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**8. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**9. SHIPMENTS:** Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without

incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**10. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

**11. RETURN OF PRODUCTS:** No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

**12. BACK CHARGES:** RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

**13. INDEMNIFICATION:** Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**14. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

**15. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**16. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

**17. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Joseph Thomassen

---

**From:** Michael Weber  
**Sent:** Thursday, March 13, 2025 12:04 PM  
**To:** Joseph Thomassen; Eamon Reilly  
**Subject:** Fw: Clarifier No. #2

Cordially,  
Michael Weber  
Chief Operator  
Deputy Commissioner  
Town of Orangetown SD #2  
D.E.M.E.  
127 Route 303  
Orangeburg, NY 10962  
p:845-359-6502 ext 4205  
f:845-359-6951

---

**From:** Terry Reyburn <Terry.Reyburn@rebuild-it.com>  
**Sent:** Thursday, March 13, 2025 12:02:27 PM  
**To:** Michael Weber <mweber@orangetown.com>  
**Cc:** AJ Ursin <AJ.Ursin@rebuild-it.com>; Eamon Reilly <ereilly@orangetown.com>  
**Subject:** RE: Clarifier No. #2

Hello Michael, per our conversation a few minutes ago, here is a copy of the proof of delivery of our bid. We definitely worked very hard getting this bid completed and over to you before the bid date and time. Please let me know what you find out. thanks,



[Shipping](#) [Tracking](#) [Products & Services](#) [The UPS Store](#)

Your shipment  
**1Z09A3A30191336017**

✓ Delivered On

**Wednesday, March 12 at 10:09 A.M. at Receiver**

Delivered To  
ORANGEBURG, NY US

Received By:  
LIZ

[Proof of Delivery >](#)

- ✓ **Label Created**  
United States  
03/11/2025, 2:15 P.M.
- ✓ **We Have Your Package**  
Salt Lake City, UT, United States  
03/11/2025, 6:43 P.M.
- ✓ **On the Way**  
Blauvelt, NY, United States  
03/12/2025, 8:48 A.M.
- ✓ **Out for Delivery**  
Blauvelt, NY, United States  
03/12/2025, 9:12 A.M.
- **Delivered**  
ORANGEBURG, NY, US  
03/12/2025, 10:09 A.M.

[View All Shipping Details >](#)



[rebuild-it.com](https://rebuild-it.com)

4188 Nike Drive  
West Jordan, UT 84088

**Terry Reyburn**

General Manager - RSG

Employee-Owner

**Office:** +1 385 235 6924

**Mobile:** +1 801 828 5369

Join us for WEFTEC 2025! Rebuild-it will be at booth #438



**From:** Michael Weber <mweber@orangetown.com>

**Sent:** Thursday, March 13, 2025 9:51 AM



**To:** Terry Reyburn <Terry.Reyburn@rebuild-it.com>  
**Cc:** AJ Ursin <AJ.Ursin@rebuild-it.com>; Eamon Reilly <ereilly@orangetown.com>  
**Subject:** RE: Clarifier No. #2

**External email:** Remember - Stop, Look, Think.

Hello Terry,

Just left a message on your voicemail. We noticed at bid opening today that you guys chose not to put a bid in on the project. Just looking to see what was the motivation for non-submission. Would you shoot me an email or give me a call?

Cordially,

*Michael Weber*

Chief Operator  
Deputy Commissioner  
Town of Orangetown SD #2  
D.E.M.E.  
127 Route 303  
Orangeburg, NY 10962  
p:845-359-6502 ext 4205  
f:845-359-6951



**From:** Terry Reyburn <Terry.Reyburn@rebuild-it.com>  
**Sent:** Friday, February 14, 2025 12:51 PM  
**To:** Michael Weber <mweber@orangetown.com>  
**Cc:** AJ Ursin <AJ.Ursin@rebuild-it.com>  
**Subject:** RE: Clarifier No. #2

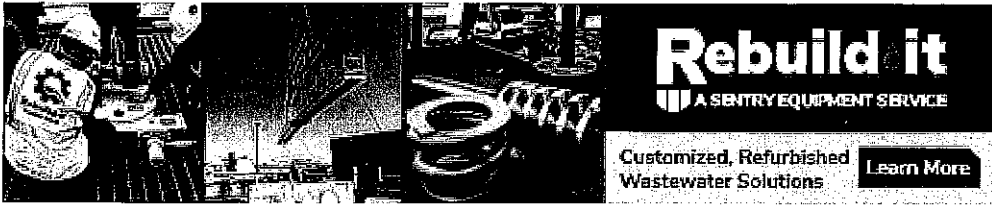
Thanks Michael, we will submit a proposal for this work. Thanks for sending this over.

**rebuild-it.com**

4188 Nike Drive  
West Jordan, UT 84088

**Terry Reyburn**  
General Manager - RSG  
Employee-Owner  
**Office:** +1 385 235 6924  
**Mobile:** +1 801 828 5369

Join us for WEFTEC 2025! Rebuild-it will be at booth #438



**From:** Michael Weber <mweber@orangetown.com>  
**Sent:** Friday, February 14, 2025 8:50 AM  
**To:** Terry Reyburn <Terry.Reyburn@rebuild-it.com>  
**Cc:** AJ Ursin <AJ.Ursin@rebuild-it.com>  
**Subject:** RE: Clarifier No. #2

**External email:** Remember - Stop, Look, Think.

Terry,

We had to go out to bid. Please see the attached bid documents.

Cordially,

*Michael Weber*

Chief Operator  
Deputy Commissioner  
Town of Orangetown SD #2  
D.E.M.E.  
127 Route 303  
Orangeburg, NY 10962  
p:845-359-6502 ext 4205  
f:845-359-6951



Sentry Equipment Corp.  
P.O. Box 1493  
West Jordan, UT 84084

RECEIVED  
TOWN OF ORANGETOWN  
BUILDING DEPARTMENT

Town of Orangetown  
Office of the Town Clerk  
26 Orangeburg Road  
Orangeburg, NY 10962

**Proj:** Repair/Rebuild Primary Clarifier  
#2 Town of Orangetown WWTP incl.  
Turn-Key Labor Services

**Bid Date:** March 13, 2025

**Time:** 11:00 a.m.

**BID ENCLOSED**



BID OPENING TIME		11:00AM		DATE		03/06/25	
CONTRACTOR NAME & ADDRESS		D.S. Meyer Enterprises Waldwick, NJ		Paladino Concrete Creations Mt. Vernon, NY		Let It Flow NY Hawthorne, NY	
		MFD Quality Construction New City, NY 10956		Innovative Excavating Stony Point, NY			
DATE RECEIVED		3/6/25		3/6/25		3/6/25	
TIME RECEIVED		10:03AM		10:07AM		10:15AM	
NON COLLUSION STATEMENT		✓		✓		✓	
BID BOND or CERTIFIED CHECK		✓		✓		✓	
BID ITEM #							
#1 TRAFFIC CONTROL ESTIMATED QTY - LUMP SUM							
Unit Price		\$ 10,000.00		\$ 30,000.00		\$ 3,000.00	
Extended Total		\$ 10,000.00		\$ 30,000.00		\$ 3,000.00	
Minimum Stipulated Price		\$ 3,000		\$ 3,000		\$ 3,000	
#2 SAW CUTTING ASPHALT PAVEMENT - ESTIMATED QTY 550 LF							
Unit Price		\$ 3.00		\$ 6.00		\$ 10.00	
Extended Total		\$ 1,650.00		\$ 3,300.00		\$ 5,500.00	
#3 8" DIAMETER SDR35 PVC SANITARY SEWER - ESTIMATED QTY 258 LF							
Unit Price		\$ 500.00		\$ 255.00		\$ 220.00	
Extended Total		\$ 127,000.00		\$ 65,790.00		\$ 56,760.00	
#4 STANDARD PRECAST CONCRETE MANHOLE - ESTIMATED QTY 1 EACH							
Unit Price		\$ 15,000.00		\$ 31,000.00		\$ 24,040.00	
Extended Total		\$ 15,000.00		\$ 31,000.00		\$ 24,040.00	
#5 INSTALL & CONNECTION OF EXISTING LATERAL TO NEW SEWER ESTIMATED QTY 6 LF							
Unit Price		\$ 500.00		\$ 750.00		\$ 800.00	
Extended Total		\$ 3,000.00		\$ 4,500.00		\$ 4,800.00	
#6 TYPE 3 ASPHALT BINDER COURSE - ESTIMATED QTY 35 TONS							
Unit Price		\$ 200.00		\$ 200.00		\$ 250.00	
Extended Total		\$ 7,000.00		\$ 7,000.00		\$ 8,750.00	
#7 TYPE 6F ASPHALT TOP COURSE - ESTIMATED QTY 15 TONS							
Unit Price		\$ 200.00		\$ 200.00		\$ 500.00	
Extended Total		\$ 3,000.00		\$ 3,000.00		\$ 7,500.00	
#8 TRENCH BACKFILL MATERIAL (ITEM 4) NYSDOT ITEM 304.12 - ESTIMATED QTY 200 CuYd							
Unit Price		\$ 50.00		\$ 85.00		\$ 101.00	
Extended Total		\$ 10,000.00		\$ 17,000.00		\$ 20,200.00	
#9 3/4" CRUSHED STONE PIPE BEDDING - ESTIMATED QTY 50 Cu Yd							
Unit Price		\$ 50.00		\$ 90.00		\$ 200.00	
Extended Total		\$ 2,500.00		\$ 4,500.00		\$ 10,000.00	



CONTRACTOR NAME & ADDRESS		DS Meyer Enterprises Walldorf, NJ	Paladino Concrete Creations	Let It Flow NY	MFD Quality Construction	Innovative Excavating
#10 ROCK EXCAVATION - ESTIMATED QTY 5 Cu Yd						
Unit Price		\$ 200.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 600.00
Extended Total		\$1000.00	\$1,500.00	\$1000.00	\$1000.00	\$3000.00
Minimum Stipulated Price		\$200 / cu yd	\$200 / cu yd	\$200 / cu yd	\$200 / cu yd	\$200 / cu yd
#11 BOULDER EXCAVATION - ESTIMATED QTY 5 Cu Yd						
Unit Price		\$ 1.00	\$ 300.00	\$ 100.00	\$ 100.00	\$ 100.00
Extended Total		\$ 5.00	\$1,500.00	\$ 500.00	\$ 500.00	\$ 500.00
Minimum Stipulated Price		\$100 / cu yd	\$100 / cu yd	\$100 / cu yd	\$100 / cu yd	\$100 / cu yd
#12 MAINTENANCE OF SITE - LUMP SUM						
Unit Price		\$5,000.00	\$13,000.00	\$2000.00	\$2000.00	\$2000.00
Extended Total		\$5,000.00	\$13,000.00	\$2000.00	\$2000.00	\$2000.00
Minimum Stipulated Price		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
#13 ALLOWANCE FOR MISCELLANEOUS WORK - LUMP SUM						
Unit Price		\$5,000.00	\$10,000.00	\$5000.00	\$5000.00	\$5000.00
Extended Total		\$5,000.00	\$10,000.00	\$5000.00	\$5000.00	\$5000.00
Minimum Stipulated Price		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
TOTAL BID PRICE		\$192155.00	\$192000.00	\$149100.00	\$129450.00	\$159700.00



BID OPENING TIME

11:00AM

DATE

03/06/25

CONTRACTOR NAME & ADDRESS	ENVIRONMENTAL CONSTRUCTION STONY POINT, NY	SOUTHERN INDUSTRIES TARRYTOWN, NY	EBERHARDT W. SHADEN, NY	COLONNELLI HACKENSACK, NJ	BENCICONE POUGHKEEPSIE, NY
DATE RECEIVED	3/6/25	3/6/25	3/6/25	3/6/25	3/6/25
TIME RECEIVED	9:04AM	9:12AM	9:21AM	9:33AM	9:53AM
NON COLLUSION STATEMENT	✓	✓	✓	✓	✓
BID BOND or CERTIFIED CHECK	✓	✓	✓	✓	✓

BID ITEM #					
#1 TRAFFIC CONTROL ESTIMATED QTY - LUMP SUM					
Unit Price	\$ 5500.00	\$ 10000.00	\$ 108,538.00	\$ 5000.00	\$ 25,000.00
Extended Total	\$ 5500.00	\$ 10000.00	\$ 108,538.00	\$ 5000.00	\$ 25,000.00
Minimum Stipulated Price	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
#2 SAW CUTTING ASPHALT PAVEMENT - ESTIMATED QTY 550 LF					
Unit Price	\$ 8.00	\$ 8.00	\$ 22.30	\$ 6.00	\$ 12.00
Extended Total	\$4400.00	\$ 4400.00	\$ 12265.00	\$ 3300.00	\$ 6600.00
#3 8" DIAMETER SDR35 PVC SANITARY SEWER - ESTIMATED QTY 258 LF					
Unit Price	\$ 225.00	\$ 120.00	\$ 401.25	\$ 300.00	\$ 575.00
Extended Total	\$ 58050.00	\$ 30960.00	\$ 103525.60	\$ 77400.00	\$ 148350.00
#4 STANDARD PRECAST CONCRETE MANHOLE - ESTIMATED QTY 1 EACH					
Unit Price	\$ 16250.00	\$ 17500.00	\$ 19540.95	\$ 30000.00	\$ 25,000.00
Extended Total	\$ 16250.00	\$ 17500.00	\$ 19540.95	\$ 30000.00	\$ 25,000.00
#5 INSTALL & CONNECTION OF EXISTING LATERAL TO NEW SEWER ESTIMATED QTY 6 LF					
Unit Price	\$ 650.00	\$ 200.00	\$ 9942.43	\$ 100.00	\$ 1500.00
Extended Total	\$ 3900.00	\$ 1200.00	\$ 59654.58	\$ 600.00	\$ 9000.00
#6 TYPE 3 ASPHALT BINDER COURSE - ESTIMATED QTY 35 TONS					
Unit Price	\$ 200.00	\$ 200.00	\$ 524.28	\$ 150.00	\$ 550.00
Extended Total	\$ 7000.00	\$ 7000.00	\$ 18353.28	\$ 5250.00	\$ 19250.00
#7 TYPE 6F ASPHALT TOP COURSE - ESTIMATED QTY 15 TONS					
Unit Price	\$ 215.00	\$ 220.00	\$ 1080.60	\$ 150.00	\$ 550.00
Extended Total	\$ 3225.00	\$ 3300.00	\$ 16208.94	\$ 2250.00	\$ 8250.00
#8 TRENCH BACKFILL MATERIAL (ITEM 4) NYSDOT ITEM 304.12 - ESTIMATED QTY 200 CuYd					
Unit Price	\$ 65.00	\$ 64.00	\$ 161.42	\$ 50.00	\$ 100.00
Extended Total	\$ 13,000.00	\$ 12800.00	\$ 32283.92	\$ 10000.00	\$ 20000.00
#9 3/4" CRUSHED STONE PIPE BEDDING - ESTIMATED QTY 50 Cu Yd					
Unit Price	\$ 100.00	\$ 100.00	\$ 286.56	\$ 50.00	\$ 70.00
Extended Total	\$ 5000.00	\$ 5000.00	\$ 14327.98	\$ 2500.00	\$ 3500.00



CONTRACTOR NAME & ADDRESS			ENVIRONMENTAL CONSTRUCTION		SOUTHERN INDUSTRIES		Eberhardt		Colonnelli		Ben Ciccione	
#10 ROCK EXCAVATION - ESTIMATED QTY 5 Cu Yd												
Unit Price			\$ 100.00	\$ 300.00	\$ 280.50	\$ 200.00	\$ 750.00					
Extended Total			\$ 2000.00	\$ 1500.00	\$ 1402.50	\$ 1000.00	\$ 3750.00					
Minimum Stipulated Price			\$200 / cu yd	\$200 / cu yd	\$200 / cu yd	\$200 / cu yd	\$200 / cu yd					
#11 BOULDER EXCAVATION - ESTIMATED QTY 5 Cu Yd												
Unit Price			\$ 400.00	\$ 300.00	\$ 165.00	\$ 100.00	\$ 500.00					
Extended Total			\$ 2000.00	\$ 1500.00	\$ 825.00	\$ 500.00	\$ 2500.00					
Minimum Stipulated Price			\$100 / cu yd	\$100 / cu yd	\$100 / cu yd	\$100 / cu yd	\$100 / cu yd					
#12 MAINTENANCE OF SITE - LUMP SUM												
Unit Price			\$ 2000.00	\$ 6200.00	\$ 21010.00	\$ 5000.00	\$ 23500.00					
Extended Total			\$ 2000.00	\$ 6200.00	\$ 21010.00	\$ 5000.00	\$ 23500.00					
Minimum Stipulated Price			\$2,000	\$2,000	\$2,000	\$2,000	\$2,000					
#13 ALLOWANCE FOR MISCELLANEOUS WORK - LUMP SUM												
Unit Price			\$ 5000.00	\$ 5000.00	\$ 14300.00	\$ 5000.00	\$ 5000.00					
Extended Total			\$ 5000.00	\$ 5000.00	\$ 14300.00	\$ 5000.00	\$ 5000.00					
Minimum Stipulated Price			\$5,000	\$5,000	\$5,000	\$5,000	\$5,000					
TOTAL BID PRICE			\$ 12250.00	\$ 106360.00	\$ 47225.94	\$ 14780.00	\$ 299700.00					

## **NOTICE TO BIDDERS**

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York, 10962 until **10:30 a.m. on Thursday, March 6, 2025** and will be publicly opened and read aloud at **11:00 a.m.** for the

### **ITB-DEME-001-2025 OAK STREET SANITARY SEWER IMPROVEMENTS ORANGEBURG NY**

#### **TOWN OF ORANGETOWN, NEW YORK,**

in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office. Electronic copies of the Contract Documents will be available after **Thursday, February 6, 2025.**

The Contract Documents may be examined at the following locations:

*Town Clerk's Office, Town of Orangetown  
26 Orangeburg Road, Orangeburg, NY 10962*

The work consists of the all labor, materials, supplies, and equipment necessary to install approximately 258 linear feet of new 8-inch nominal polyvinyl chloride (SDR35) sanitary sewer and install one new precast manhole on Oak Street located in Orangeburg, New York.

The Commissioner of Environmental Management and Engineering will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a regular Town Board meeting.

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

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 Contract Price.

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

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 mandated by the New York State Department of Labor.

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

**DATED:** January 30, 2025

**ROSANNA SFRAGA**  
TOWN CLERK

**EAMON REILLY, P.E.,**  
COMMISSIONER OF ENVIRONMENTAL MANAGEMENT AND  
ENGINEERING



## Application for Showmobile Use

### Showmobile Requirements

---

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

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

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

**Upload Certificate of Insurance \*** Town of Orangetown (Showmobile).pdf

34.22KB

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

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

**Additional Requirements:**

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

# Showmobile Application

## Event Information

**Event/Festival Name \*** Arts in the Park

**Event Location Name \*** Central Avenue Field

**Event Address \***

Street Address  
58 East Central Avenue  
Address Line 2  
(set up parallel to the Firehouse)  
City Pearl River State / Province / Region NY  
Postal / Zip Code 10965-2554 Country US

**Setup Date & Time \*** 5/16/2025  
07:00:00 PM

**Take-Down Date & Time \*** 5/17/2025  
05:00:00 PM

**Stair Arrangement \***

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

**Set-up Info \***

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

This will be used for a variety of performances throughout the day (chorus, orchestra, band, etc). The rain date is Sunday, May 18, 2025.

**Placement \***

☐ Pavement  
☒ Grass/Field  
☐ Other

## Applicant Information

**Applicant's Name \*** Kathleenann Cool

**Organization Name \*** Pearl River School District

**Organization Address \*** 135 West Crooked Hill Road

**Organization City \*** Pearl River

**Organization State \*** New York

**Phone (w) \*** 845-620-4815

**Phone (c) \*** 845-826-4792

**Email \***

coolk@pearlriver.org

**Signature \***

*Kathleenann Cool*

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

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

**\***

☒ I accept the terms and conditions

**Date**

3/5/2025

03:45:57 PM

WARRANT

Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	040225	\$ 232,101.91	utilities & Rockland Paramedic Services
	040925	\$ 1,156,775.95	utilities, employee health benefits & Olson Center
	042225	\$ 782,376.01	
		\$ 2,171,253.87	

The above listed claims are approved and ordered paid from the appropriations indicated.

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Daniel Sullivan

Councilman Brian Donohue

Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

---

**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 4/17/25  
**CC:** DEPARTMENT HEADS

---



The audit for the Town Board Meeting of 4/22/2025 consists of 3 warrants for a total of \$2,171,253.87.

The first warrant has 15 vouchers for \$232,101.91 and includes utilities & Rockland Paramedic Services installment payment for April.

The second warrant has 12 vouchers for \$1,156,775.95 and includes utilities, employee health benefits and Olson Center rehabilitation.

The third warrant has 154 vouchers for \$782,376.01 and includes the following items of interest.

1. Beckman Appraisals, Inc - \$5,000 for appraisal in Nyack.
2. Bolkema Fuel Co - \$6,549 for pump station diesel fuel.
3. Charles Capasso & Sons Carting - \$102,960 for recycling.
4. County of Rockland - \$13,960 for St Patrick's Day security.
5. Crown Castle Fiber LLC- \$5,980 for connectivity.
6. CS Products, Inc - \$10,135 for a sludge box/dewatering.
7. 207c payments - \$12,583.
8. Global Montello Group Corp - \$34,534 for fuel.
9. Keane & Beane - \$24,497 for outside legal counsel.
10. Landscape Structures Inc - \$13,973 for swing set in Franklin Park, Nyack (bonded).
11. New York Power Authority - \$21,237 for LED streetlight conversion project.
12. Nyack, Pearl River, Piermont & Tappan Senior Citizen Clubs - \$22,198 for senior trips.
13. NYSPSP - \$6,398 for digitizing records (Building grant).

14. PKF O'Connor Davies - \$80,250 progress billing for the year end 2024 audit.
15. RO Invest Inc - \$17,049 for a Plasma Pro table.
16. Rockland County Solid Waste – \$6,461 for compactor rental.
17. S & L Plumbing & Heating Corp - \$43,429 for HVAC at New Town Hall.
18. Slack Chemical Company - \$22,437 for chemicals at the sewage treatment plant.
19. Troon Golf - \$205,573 for golf course management fees.
20. Weston & Sampson PE - \$9,974 for permit review.

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

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