

SUPPLEMENTAL AGREEMENT No. _____ to Contract No. D014891

This Supplemental Agreement is by and between:

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

("State"); and the 2020-2021

TOWN OF ORANGETOWN ("Municipality")

Acting by and through the _____

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (Check all that apply):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- ☐ Amending the estimated expenditure for the _____ season by:
- ☐ adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
- ☐ adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheets and Municipal Resolution attached)
- ☒ Extending the Agreement for an additional 5-Year period (Extension No. _____ of a maximum of 3
- ☐ Other: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____

By: _____

For Commissioner of Transportation

Print Name: _____

Date: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF

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

Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

SUPPLEMENTAL AGREEMENT No. _____ to Contract No. D014891

This Supplemental Agreement is by and between:

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

("State"); and the 2021-2022

TOWN OF ORANGETOWN ("Municipality")

Acting by and through the _____

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- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
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MUNICIPALITY:

By: _____

By: _____

For Commissioner of Transportation

Print Name: _____

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STATE OF NEW YORK

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COUNTY OF

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Notary Public

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STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

SUPPLEMENTAL AGREEMENT No. _____ to Contract No. D014891

This Supplemental Agreement is by and between:

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

("State"); and the 2022-2023

TOWN OF ORANGETOWN ("Municipality")

Acting by and through the _____

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (Check all that apply):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
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THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____

By: _____

For Commissioner of Transportation

Print Name: _____

Date: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF

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

Notary Public

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STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

SUPPLEMENTAL AGREEMENT No. _____ to Contract No. D014891

This Supplemental Agreement is by and between:

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

("State"); and the 2023-2024

TOWN OF ORANGETOWN ("Municipality")

Acting by and through the _____

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (Check all that apply):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
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IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____

By: _____

For Commissioner of Transportation

Print Name: _____

Date: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

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

Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

Contract #	Municipality	Ext. Period	Region #	Extension #
D014891	TOWN OF ORANGETOWN	2024-2029	8	1

AGREEMENT TO EXTEND MUNICIPAL SNOW AND ICE AGREEMENT

☐ Time and Materials

☐ Fixed Lump Sum

☒ Indexed Lump Sum

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the _____ TOWN OF ORANGETOWN (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. _____ D014891 _____ entitled Municipal Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of _____ TOWN OF ORANGETOWN _____ dated _____; and

WHEREAS, the term of the said Agreement is for a period of five years commencing **July 1, 2019** and the said Agreement provides that the parties may at the end of each 5-year term of the Agreement extend such term for an additional five years; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2024; and Section 1 of said Agreement allows up to a maximum of three extension periods of five years each for a maximum contract life of twenty years;

WHEREAS, Sections 5 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 13 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 13 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned Snow and Ice Agreement between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of five years; now to expire on June 30, 2029, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2023, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure specified in Section 13 of the aforementioned Agreement shall be \$ 233,445.97 for 62.5 lane miles for each year of this five-year extension period, for a grand total of \$1,167,229.85, commencing **July 1, 2024**, unless changed by future update.

4. This Agreement incorporates the June 2023 version of Appendix A, replacing the previous version dated January 2014 MUNICIPALITY" is hereby extended for a period of five years; now to expire on June 30, 2029, unless further extended.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Agency Certification Contract No. D014891

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

THE PEOPLE OF THE STATE OF NEWYORK

MUNICIPALITY

BY _____

BY _____

for Commissioner of Transportation

Dated: _____

Title: _____

STATE OF NEW YORK

) SS:

COUNTY OF

)

On the _____ day of _____ in the year _____ before me personally came

_____ tome known who, being by me duly sworn, did depose and

say that he resides in _____ New York; that he is the

_____ of _____ the municipality described in and which executed the

above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a

resolution which was duly adopted on _____ a certified copy of such resolution attached

hereto and made a part hereof.

Notary Public

APPROVED AS TO FORM

APPROVED BY NYS COMPTROLLER'S OFFICE

STATE OF NEW YORK ATTORNEY GENERAL

By: _____

By: _____

SUPPLEMENTAL AGREEMENT No. _____ to Contract No. D014891

This Supplemental Agreement is by and between:

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

("State"); and the 2024 - 2025

TOWN OF ORANGETOWN ("Municipality")

Acting by and through the _____

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- ☐ adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
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IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____

By: _____

For Commissioner of Transportation

Print Name: _____

Date: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

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

Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

MUNICIPALITY/SPONSOR: **Town of Orangetown**

PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

BridgeNY Culvert Local Project Agreement

CONTRACT NO. _____

This Agreement is by and between:

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

and the **Town of Orangetown** (the "Municipality/Sponsor")
with its office at **26 W ORangeburg Road, Orangeburg, NY 10962.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as **PIN 8762.34 Mountainview Avenue over Sparkill Creek Culvert Replacement, Town of Orangetown, Rockland County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No._____, adopted at meeting held on _____, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the **Town Supervisor** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

MUNICIPALITY/SPONSOR: **Town of Orangetown**

PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

NOW, THEREFORE, the parties agree as follows:

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

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licenser, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

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

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

MUNICIPALITY/SPONSOR: **Town of Orangetown**

PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

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

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

MUNICIPALITY/SPONSOR: **Town of Orangetown**PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

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

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

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

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

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

MUNICIPALITY/SPONSOR: **Town of Orangetown**PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

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

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

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

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

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

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

MUNICIPALITY/SPONSOR: **Town of Orangetown**

PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.

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

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

MUNICIPALITY/SPONSOR: **Town of Orangetown**PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

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

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

MUNICIPALITY/SPONSOR: **Town of Orangetown**PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: **Town of Orangetown**

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20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

MUNICIPALITY/SPONSOR: **Town of Orangetown**

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

New York State Department of Transportation (NYSDOT)

Name: **Orietta Trocard, P.E.**

Title: **Regional Local Projects Liaison**

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

Telephone Number: **845-431-5811**

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

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

Municipality/Sponsor Town of Orangetown

Name: **James Dean**

Title: **Superintendent of Highways**

Address: **119 Route 303, Orangeburg, NY 10962**

Telephone Number: **845-359-6500 x4510**

Facsimile Number: **845-359-6062**

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

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PROJECT ID NUMBER: 8762.34

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SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8762.34

OSC Contract #: _____		Contract Start Date: <u> / / </u> (mm/dd/yyyy)		Contract End Date: <u>12/31/2029</u> (mm/dd/yyyy)	
		<input type="checkbox"/> Check, if date changed from the last Schedule A			
Purpose:		<input checked="" type="checkbox"/> Original Standard Agreement		<input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type:		<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Town of Orangetown			
		Other Municipality/Sponsor (if applicable): _____			
<input type="checkbox"/> State Administered		List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.			
		<input type="checkbox"/> Municipality:		% of Cost share	
		<input type="checkbox"/> Municipality:		% of Cost share	
		<input type="checkbox"/> Municipality:		% of Cost share	
Authorized Project Phase(s) to which this Schedule applies:					
<input type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals					
<input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
Work Type: HWY CULVERT		County (If different from Municipality): _____			
(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/>					
Project Description: PIN 8762.34 Mountainview Avenue over Sparkill Creek Culvert Replacement, Town of Orangetown, Rockland County					
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

A. Summary of Participating Costs FOR ALL PHASES <small>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</small>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8762.34.307	Current	SDF **	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$100,000.00	\$ 0.00	\$100,000.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 8762.34

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

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$100,000.00	\$ 0.00	\$100,000.00
		Total FEDERAL Cost	\$ 0.00
		Total STATE Cost	\$100,000.00
SFS TOTAL CONTRACT AMOUNT			\$100,000.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Danielle Rispoli</u> Phone No: <u>845-431-5724</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

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

- Project Description Continued: The project proposes to replace the existing culvert carrying Mountainview Avenue over the Sparkill Creek in Rockland County in the Town of Orangetown. The culvert will be replaced with a bridge sized structure. Work will consist of temporary traffic detour, roadwork, culvert removal, foundation work, bridge erection work, drainage work, traffic control devices, erosion and sediment control, and any other environmental requirements.
- ** This is a 2023 Bridge NY Culvert project and State Funding is designated as "SDF" and represents 100% of the State funds.
- This Schedule A adds the Construction phase and funds.
- Project must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA.
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction.
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- PIN 8762.34 5/6/2025 DR

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

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

A1. Preliminary Engineering ("PE") Phase

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

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

A2. Right-of-Way (ROW) Incidentals

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

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

B. Right-of-Way (ROW) Acquisition

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

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(To be included in all contracts)

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

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

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

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

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	15.00%	15.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	13.00%	13.00%	6.00%
CN: Construction	7.00%	11.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	8.00%	18.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY24-25 M/WBE Goal Plan](#) and [NYSDOT 2024-2025 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

APPENDIX B

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____

APR 29 2025

MAY 08 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 25-SP-011



EVENT NAME: Palisades Memorial Day Ceremony

APPLICANT NAME: David B. Mart, Finance Officer

John M. Perry Post No. 1044 of
The American Legion

ADDRESS: PO Box 311, Sparkill NY 10976

PHONE #: 845-359-6481 (H) CELL #: 845-709-1631 FAX #: None

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER Memorial Day Ceremony

The above event will be held on Mon May 26th from 8:45 to 9:45 RAIN DATE: None

Location of event: Closter Road & Route 9W, Palisades NY

John M. Perry Post No. 1044 of The American

Sponsored by: Legion

Telephone #: 845-365-4586

Address: 691 Rt 340 (PO Box 311 = mailing address), Sparkill NY 10976

Estimated # of persons participating in event: 50 to 75 vehicles 1 or 2 fire trucks

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

David B. Mart, 81 McKenna St., Blauvelt NY 10913, 845-709-1631 (C)

Signature of Applicant: David B. Mart

Digitally signed by David B. Mart
DN: cn=David B. Mart, o=John M. Perry Post No. 1044, ou=The American Legion, cn=David B. Mart, email=dmart@amlegion.com
Reason: I am the author of this document
Location: Sparkill NY
Date: 2025.04.29 09:26:36 -11:04:02
Post PDF Editor Version: 13.1.7

Date: 4/29/2025

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Hold Harmless Agreement: 4/29/25 4/29/25

Letter of Request to Town Board requesting aid for event - Received On: 4/29/25

Certificate of Insurance - Received On: 4/29/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: 4/29/25

Rockland County Highway Dept. Permit: Y / N - Received On: 4/29/25

NYSDOT Permit: Y / N - Received On: 4/29/25

Route/Map/Parking Plan: Y / N - Received On: 4/29/25

RFS #: 63327 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: _____

APPROVED: [Signature]

Superintendent of Highways

DATE: 4.30.25

MO 4/30/25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N - Application Required: _____

Fee Paid - Amount/Check # _____

Port-o-Sans: Y/N: _____

Other: _____

APPROVED: [Signature]

Superintendent of Parks & Recreation

DATE: 5/1/2025

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N - Auxiliary

Items: _____

APPROVED: Sgt. Mahr 198

Chief of Police

DATE: 5/6/25

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

Workshop Agenda Date: 5/20/25

Approved On: _____

TBR #: _____



John M. Perry Post No. 1044
of The American Legion
PO Box 311
Sparkill NY 10976



APR 29 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Katherine Fairclough
Highway Department
Town of Orangetown
119 Route 303
Orangeburg, NY 10962

April 29, 2025

Subject: Submittal of Memorial Day Road Closure and Special Use Permit Applications

Attachments:

1. Orangetown Road Closing Permit Application, for Sparkill Parade (1pg)
2. Orangetown Special Use Permit, for Palisades Ceremony (1pg)
3. Orangetown Special Use Permit, for Sparkill Parade & Ceremony (1pg)
4. Memorial Day Barricade Locations, for Palisades & Sparkill (1pg)
5. 2025 Certificate of Insurance, w/ Orangetown as additionally insured (1pg)
6. Hold Harmless Agreement for Orangetown (1pg)
7. Rockland County Highway Department Road Closure Permit, approved 4/21/25 (5pgs)

Katie:

The John M. Perry Post No. 1044 of The American Legion will once again be holding our annual Memorial Day Ceremonies and Parade. We conduct a Memorial Day Ceremony in Palisades NY that starts at 9am, and a Memorial Day Parade followed by Ceremony in Sparkill that starts at 11:30am. Both of these are being held on Monday, May 26th, 2025.

Attached are the permit applications for these two events, the parade route and barricades needed details, a certificate of insurance, a notarized hold harmless agreement, and a copy of the approved Rockland County permit application.

Besides approval of the applications, it is requested the Orangetown Town Board authorize assistance from the Highway, Parks and Police Departments to facilitate these two events, including road closures.

Please contact me at 845-709-1631 (cell) if you have any questions or concerns.

Sincerely,

David B. Mart
Adjutant and Finance Officer
John M. Perry Post 1044 of The American Legion
personal cell = 845-709-1631
post email = johnmperry1044@gmail.com

RECEIVED

APR 29 2025
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

✓ APPROVED

ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

THIS IS A REQUEST FOR ☐ USE / ☒ CLOSE A COUNTY ROAD (check that apply)

Name of Event: Palisades Memorial Day Ceremony

Date (s): Mon 5/26/25 Time (s): 8:30am to 10am No. of Participants: 50 to 100

Type of Event (check all that apply):

☐ Filming ☐ Parade or Procession ☒ Assemblage ☐ Festival ☐ Other _____

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
Closter Road (County Rt 4), between Oak Tree Road and Route 9W	Palisades, NY

Applicant Information:

John M. Perry Post No. 1044 of The American Legion

Applicant (individual, organization, group)

PO Box 311

Mailing Address

Sparkill, NY, 10976

City, State, Zip Code

johnmperry1044@gmail.com

Email Address

David B. Mart
Adjutant, Finance Officer & Past Post Commander

Authorized Representative (if different from Applicant)

845-359-6481 (home)

Telephone Number (including area code)

845-709-1631

Cell Phone Number (including area code)

davidmart2017@gmail.com

Email Address (if different from Applicant)

ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD UNDER SECTION 104 OF THE HIGHWAY LAW

The following supporting information shall be submitted at the time of application:

1. **Event Map, Event Brochure, or/and Event Application Form** (Whichever available/applicable)
2. **Operation and Safety Plan** (the applicant assumes all responsibility for the set-up, conduct and break-down of the event)

- Required Traffic Control Devices (e.g. temporary signs, cones, barricades, pavement markings, etc.) and Event Personnel (e.g. police officers, volunteers) for Event
Temporary Signs, Cones, Pavement Markings: none required

Barricades: 1 at Closter Road / Oak Tree Rd. and 2 at Closter Road / Rt 9W

Event Personnel: Auxiliary Police Officers are provided by Town of Orangetown Provided by
Orangetown

ACCEPTED

- Detours (provide map of detour, show detour sign/police locations, etc.)
See attached Event Map. No detour signs required due to short duration of event.
- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)
None Required - short duration event that occurs every year, known to local residents.
This portion of Closter Road does not experience much traffic.
- Coordination (describe coordination with local police/municipalities/emergency services/other entities)
Permit application is submitted & coordinated with Town of Orangetown.
Road closure / event details are provided to Orangetown Police Department.
Local fire department personnel are aware of and participate in the event.
- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)
Event gathering is very small, no unique emergency services need to be arranged.
Fire Department personnel are p/o event if needed for assistance.
Orangetown Auxiliary Police can support if an emergency arises.
- Spectator Control (indicate any special measures are being taken to control spectators)
No spectator control measures are required, only ~50 spectators plus Legion & FD participants.
- Event Support Vehicles (describe any vehicles used in the event)
Typically two fire trucks participate, and block off access to Closter Road from Rt. 9W.

ROCKLAND COUNTY HIGHWAY DEPARTMENT
APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

3. **Insurance Certificates** (must be in Applicant's name)
4. **Application Fee** (Please make check payable to Rockland County Commissioner of Finance)
- Full Day - \$500.00
 - Half Day - \$250.00 No. of Days _____ Total Amount \$ N/A

Non Profit

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

1. **Municipal Approvals** (The applicant shall provide proof of approval from each municipality – Town, Village – through which the event passes indicating that the Municipality has no objection to the event taking place. This proof of approvals may be in the form of a letter, permit, resolution, email, or other.) **Letter request plus Road Closure permit and Special Use permit (x2) applications will be submitted to the Town of Orangetown Highway Department.**

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

David B. Mart

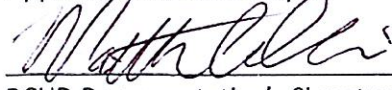
Digitally signed by David B. Mart
DN: C=US, OU=John M. Perry Post No. 1044, O=American Legion, CN=David B. Mart, E=davidmart2017@gmail.com
Reason: I am the author of this document
Location: Sparilla, NY
Date: 2025.04.18 10:45:20-04'00'
Foxit PDF Editor Version: 13.1.6

April 18, 2025

Applicant's Representative's Signature

Date

Application Received By:



RCHD Representative's Signature

04/21/2025
Date

Application Approved By:



RCHD Superintendent of Highways

4/21/25
Date

The Rockland County Highway Department reserves the right to have the applicant immediately removed from the roadway and traffic restored at any time deemed necessary by the Rockland County Highway Department and/or the local law enforcement agency at such time the said permit will become null and void. Failure to abide may result in trespassing and civil penalties.

Palisades Memorial Day Event Map

Barricade Locations for Palisades:

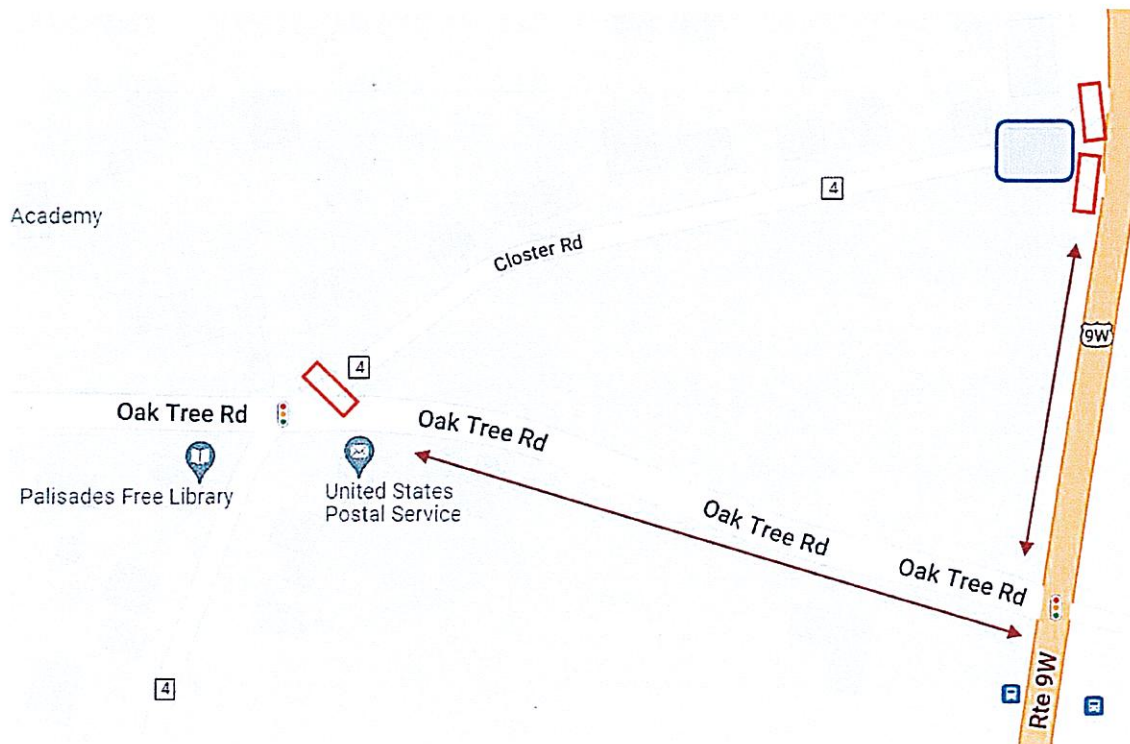
- 1 @ Closter Road & Oak Tree Road
- 2 @ Closter Road & Route 9W

Total = 3 (for Palisades)




Ceremony Location:

- On Closter Road adjacent to intersection with Route 9W
- Fire Department personnel and trucks line up on Closter Road adjacent to Rt 9w barricades.
- Speaker lectern is set up immediately west of War Memorial triangle and participants gather nearby on Closter Rd.

Event Map:



Legend:

- Barricades = 
- Ceremony & Assemblage = 
- Detours = 

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

JOHN M. PERRY POST NO. 1044 OF THE AMERICAN LEGION, DEPARTMENT OF NEW YORK, INC., with an address of 691 NY-340, SPARKILL NY 10976, in consideration and as a condition of a SPECIAL USE permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

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

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: MAY 26TH 2025 MEMORIAL DAY PARADE & CEREMONIES.

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name: JOHN M. PERRY POST NO. 1044 OF THE AMERICAN LEGION, DEPT. OF NY, INC.)

By:


DAVID B. MART, FINANCE OFFICER

Sworn to before me this 29th day
of April, 2025


Notary Public

TONIE ANN D'ANGELO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6327996
Qualified in Rockland County
My Commission Expires 07-27-2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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

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

PRODUCER Foy Agency, Inc. P. O. Box 42 Deer River NY 13627		CONTACT NAME: Maureen Steria PHONE (A/C, No, Ext): (315) 493-2391 E-MAIL ADDRESS: maureen@foyagency.com FAX (A/C, No): (315) 493-3267	
INSURED John P Perry AL Post #1044 Sparkill, Sons of Post 1044 and Auxiliary of Post 1044 John P Perry AL Post 1044 Inc, PO Box 311 Sparkill NY 10976		INSURER(S) AFFORDING COVERAGE INSURER A: GA Assurance Ins Co INSURER B: Great American Alliance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26344 26832	

COVERAGES

CERTIFICATE NUMBER: 2025 04 17

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		MAC250338913	10/7/2024	10/7/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		EXC3250339015	10/7/2024	10/7/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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 included as Additional Insured if required by written contract.

CERTIFICATE HOLDER

RECEIVED

CANCELLATION

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

APR 29 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

Michael Hayes/PAIGE

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Memorial Day – Palisades Ceremony and Sparkill Parade / Ceremony

RECEIVED

Barricade Locations for Palisades:

- 1 @ Closter Road & Oak Tree Road
- 2 @ Closter Road & Route 9W

Total = 3 (for Palisades)

APR 29 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Barricade Locations for Sparkill:

- 1 @ Valentine Avenue (Rt. 340) & Ferdon Avenue
- 1 @ Valentine Avenue (Rt. 340) & William Street
- 1 @ Valentine Avenue & Union Street
- 1 @ Union Street & New Street
- 2 @ Main Street & Union Street
- 2 @ Main Street & Sparkill Avenue

Total = 8 (for Sparkill)

Grand Total = 11

Sparkill Parade Route:

- 11:15am - Parade forms up at John Paulding Engine Co., 520 Route 340, Sparkill
- 11:30am – Parade steps off from firehouse, proceeds north on Route 340.
- Parade proceeds north, passes Highland Ave, then passes Ferdon Ave/William St..
- Turns left onto Union Street, passes New St., then passes Paulding Place.
- Turns left onto Main St., terminates into Depot Square / Sparkill Memorial Park.
- 12 noon (NLT) - parade is over.

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

PERMIT # 25-SP-012



EVENT NAME: Sparkill Memorial Day Parade & Ceremony
APPLICANT NAME: David B. Mart, Finance Officer John M. Perry Post No. 1044 of The American Legion
ADDRESS: PO Box 311, Sparkill NY 10976
PHONE #: 845-359-6481 (H) CELL # 845-709-1631 FAX # None
CHECK ONE: PARADE XX RACE/RUN/WALK _____ OTHER _____
The above event will be held on Mon May 26th from 11:30 to 12:30 RAIN DATE: None
Location of event: Parade Start: 520 Rt 340, Sparkill. Parade End / Ceremony: Depot Square, Sparkill
John M. Perry Post No. 1044 of The American
Sponsored by: Legion Telephone #: 845-365-4586
Address: 691 Rt 340 (PO Box 311 = mailing address), Sparkill NY 10976
Estimated # of persons participating in event: 150 to 200 vehicles 1 or 2 fire trucks
Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
David B. Mart, 81 McKenna St., Blauvelt NY 10913, 845-709-1631 (C)

Signature of Applicant: David B. Mart Date: 4/29/2025

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Hold Harmless Agreement: 4/29/25 4/29/25

Letter of Request to Town Board requesting aid for event - Received On: 4/29/25

Certificate of Insurance - Received On: 4/29/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: 4/29/25

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

NYSDOT Permit: Y / N - Received On: X

Route/Map/Parking Plan Y / N - Received On: 4/29/25

RFS #: 63328 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: _____

APPROVED: [Signature]

Superintendent of Highways

DATE: 4.30.25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N Application Required: _____

Fee Paid - Amount/Check # _____

Port-o-Sans: Y / N

Other: _____

APPROVED: [Signature]

Superintendent of Parks & Recreation

DATE: 5/1/2025

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N

Auxiliary

Items: _____

APPROVED: [Signature]

Chief of Police

DATE: 5/6/25

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

Workshop Agenda Date: 5/20/25

Approved On: _____

TBR #: _____

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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



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

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

RECEIVED

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

APR 29 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

NAME David B. Mart, Adjutant & Finance Officer DATE 4/29/2025

COMPANY John M. Perry Post No. 1044 of The American Legion

ADDRESS P.O. Box 311, Sparkill NY 10913

TELEPHONE personal cell = 845-709-1631, Legion Post = 845-365-4586
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

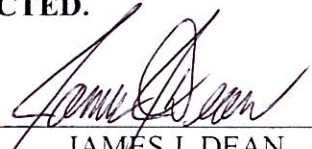
Start: John Paulding Firehouse, 520 Route 340, Sparkill. End: Depot Square, Sparkill
(Address number and name of road)

Parade Route: Route 340 north, left onto Union St., left on Main St., end in Depot Square.
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Memorial Day Parade

DATE OF CLOSING Monday May 26th, 2025 RAIN DATE None
TIME ROAD WILL BE CLOSED 11:30am to 12noon, roads closed as parade progresses
WILL ROAD BE OPEN TO LOCAL TRAFFIC? Not during parade
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes, if necessary

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

PRELIMINARY APPROVAL  DATE 4.30.25
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS MD 4/30/25

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



John M. Perry Post No. 1044
of The American Legion
PO Box 311
Sparkill NY 10976



Katherine Fairclough
Highway Department
Town of Orangetown
119 Route 303
Orangeburg, NY 10962

APR 29 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

April 29, 2025

Subject: Submittal of Memorial Day Road Closure and Special Use Permit Applications

Attachments:

1. Orangetown Road Closing Permit Application, for Sparkill Parade (1pg)
2. Orangetown Special Use Permit, for Palisades Ceremony (1pg)
3. Orangetown Special Use Permit, for Sparkill Parade & Ceremony (1pg)
4. Memorial Day Barricade Locations, for Palisades & Sparkill (1pg)
5. 2025 Certificate of Insurance, w/ Orangetown as additionally insured (1pg)
6. Hold Harmless Agreement for Orangetown (1pg)
7. Rockland County Highway Department Road Closure Permit, approved 4/21/25 (5pgs)

Katie:

The John M. Perry Post No. 1044 of The American Legion will once again be holding our annual Memorial Day Ceremonies and Parade. We conduct a Memorial Day Ceremony in Palisades NY that starts at 9am, and a Memorial Day Parade followed by Ceremony in Sparkill that starts at 11:30am. Both of these are being held on Monday, May 26th, 2025.

Attached are the permit applications for these two events, the parade route and barricades needed details, a certificate of insurance, a notarized hold harmless agreement, and a copy of the approved Rockland County permit application.

Besides approval of the applications, it is requested the Orangetown Town Board authorize assistance from the Highway, Parks and Police Departments to facilitate these two events, including road closures.

Please contact me at 845-709-1631 (cell) if you have any questions or concerns.

Sincerely,

David B. Mart
Adjutant and Finance Officer
John M. Perry Post 1044 of The American Legion
personal cell = 845-709-1631
post email = johnmperry1044@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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

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

PRODUCER Foy Agency, Inc. P. O. Box 42 Deer River NY 13627		CONTACT Maureen Steria NAME: PHONE (A/C, No, Ext): (315) 493-2391 FAX (A/C, No): (315) 493-3267 E-MAIL maureen@foyagency.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GA Assurance Ins Co	
		INSURER B: Great American Alliance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2025 04 17

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		MAC250338913	10/7/2024	10/7/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		EXC3250339015	10/7/2024	10/7/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Town of Orangetown is included as Additional Insured if required by written contract.

CERTIFICATE HOLDER

RECEIVED

CANCELLATIONTown of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

APR 29 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

Michael Hayes/PAIGE

Michael Hayes

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DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

JOHN M. PERRY POST NO. 1044 OF THE AMERICAN LEGION, DEPARTMENT OF NEW YORK, INC., with an address of 691 NY-340, SPARKILL NY 10976, in consideration and as a condition of a SPECIAL USE permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

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

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: MAY 26TH 2025 MEMORIAL DAY PARADE & CEREMONIES.

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name: JOHN M. PERRY POST NO. 1044 OF THE AMERICAN LEGION, DEPT. OF NY, INC.)

By: 
DAVID B. MART, FINANCE OFFICER

Sworn to before me this 29th day
of April, 2025


Notary Public

TONIE ANN D'ANGELO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6327996
Qualified in Rockland County
My Commission Expires 07-27-2027

Memorial Day – Palisades Ceremony and Sparkill Parade / Ceremony

RECEIVED

Barricade Locations for Palisades:

- 1 @ Closter Road & Oak Tree Road
- 2 @ Closter Road & Route 9W

Total = 3 (for Palisades)

APR 29 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Barricade Locations for Sparkill:

- 1 @ Valentine Avenue (Rt. 340) & Ferdon Avenue
- 1 @ Valentine Avenue (Rt. 340) & William Street
- 1 @ Valentine Avenue & Union Street
- 1 @ Union Street & New Street
- 2 @ Main Street & Union Street
- 2 @ Main Street & Sparkill Avenue

Total = 8 (for Sparkill)

Grand Total = 11

Sparkill Parade Route:

- 11:15am - Parade forms up at John Paulding Engine Co., 520 Route 340, Sparkill
- 11:30am – Parade steps off from firehouse, proceeds north on Route 340.
- Parade proceeds north, passes Highland Ave, then passes Ferdon Ave/William St..
- Turns left onto Union Street, passes New St., then passes Paulding Place.
- Turns left onto Main St., terminates into Depot Square / Sparkill Memorial Park.
- 12 noon (NLT) - parade is over.

PERMIT # 25-SP-004

RECEIVED

APR 14 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

APPLICANT NAME: JOHN J. MASTANDREA

ADDRESS: 28 CARA DRIVE NANUET, NY 10954

PHONE #: CELL # 845-821-4202 FAX #

CHECK ONE: PARADE ☐ RACE/RUN/WALK ☐ OTHER WATERFIRE

The above event will be held on MAY 30, 2015 from 1200 to 2400 RAIN DATE: NONE

Location of event: NIKE PARK, NIKE LANE, ORANGETOWN, NY

Sponsored by: VUA 333 Telephone #: 845-821-4202

Address: P.O. Box 243 New City, NY 10956

Estimated # of persons participating in event: 125 vehicles 25.30

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

JOHN J. MASTANDREA 28 CARP DR. NANUET, NY 845-821-4202

Signature of Applicant: [Signature] Date: April 2nd, 2025

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event – Received On: 4/14/25

Certificate of Insurance - Received On: 5/14/25 | Hold Harmless Agreement - Received on: 5/14/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On:

Rockland County Highway Dept. Permit: Y (N) - Received On: 4/1/2018

NYSDOT Permit: Y N - Received On: _____

Route/Map/Parking Plan: Y (N) - Received On: _____

RFS #: 63278 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: 500 gal/tank

APPROVED: [Signature] DATE: 4-15-25
Superintendent of Highways md 4/15/25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y (N) Application Required: _____ Fee Paid – Amount/Check # _____

Port-o-Sans Y/N: 1 R Other: u

APPROVED:  DATE: 5/25/25
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: _____ Items: _____

APPROVED: Sgt. Mela 198 DATE: 4/30/25
Chief of Police

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

Workshop Agenda Date: 5/14/25 Approved On: _____ TBR #: _____



Vietnam Veterans of America

Chapter 333

P. O. Box 243

New City, New York 10956

RECEIVED



APR 14 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

April 2nd, 2025

Town of Orangetown

c/o Highway Department

I am John J. Mastandrea and I am one of the representatives of the Clausland Mountain Watchfire. I hereby request the use of a minimum capacity five-hundred-gallon tank. The tank should include a pump, hose and nozzle as per the requirements of the Town of Orangetown, Bureau of Fire Prevention. The tank will be used during the burning of the Watchfire which will commence at 2330 hours on May 29th, 2025 until approximately 0200 hours on May 31st, 2025

Thanking you in advance for your consideration, I remain;

John J. Mastandrea

A handwritten signature in black ink, appearing to read "John J. Mastandrea".

Cell: 1-845-821-4202

Clausland Mountain Watchfire

Vietnam Veterans of America

Chapter 333

**HOLD HARMLESS AGREEMENT
BETWEEN
THE VIETNAM VETERANS OF AMERICA, CHAPTER #333, INC.
AND
THE TOWN OF ORANGETOWN**

AGREEMENT made this 16th day of APRIL, 2025, by and between the VIETNAM VETERANS OF AMERICA, CHAPTER #333, INC., organized and existing under the laws of the State of New York, with offices at P.O. Box 243, New City, New York 10956 (hereinafter referred to as "VVA #333"), 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, VVA #333 wishes to hold and/or sponsor a Watchfire display, honoring and commemorating service members who are in service abroad and the troops who did not return from battle, to be burned at the property of the TOWN located at NIKE PARK, Nike Lane, Orangeburg, New York (at the old Radar Area) on Thursday, May 29, 2025 at approximately 11:30 p.m. through Saturday, May 31, 2025 until the fire is put out; and

WHEREAS, in accordance with the provisions of the Town Code, and related regulations, VVA #333 has made application for an Outdoor Burning Permit, permitting a Watchfire (open burn) display; and

WHEREAS, as a condition for an Outdoor Burning Permit of this type, the applicant VVA #333 agrees to all conditions of the Outdoor Burning Permit issued by the Bureau of Fire Prevention; and understands that the Town of Orangetown Code Enforcement Official or Orangeburg Volunteer Fire Department or their representative may extinguish or cause to be extinguished any open fire for which a burn permit has been issued if, in their professional opinion, such fire is in violation of the conditions of the Permit, is creating a public nuisance, is endangering or is likely to endanger any person's health or property or if the burning is being conducted in an unsafe manner; and

WHEREAS, as a condition for an Outdoor Burning Permit, the applicant VVA #333 has agreed to make notification to ROCKLAND COUNTY FIRE CONTROL (44 Control) **before starting and upon completion by calling 845-364-8888.**

WHEREAS, as a condition for an Outdoor Burning Permit of this type, the applicant VVA #333 is required by the TOWN to meet certain minimum insurance and indemnification requirements naming the TOWN, as the permitting agency, as an additional insured thereon,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Subject to VVA #333's compliance with all other requirements of law relating to the issuance of an Open Burning Permit by the Bureau of Fire Prevention, the TOWN agrees to the issuance of an Outdoor Burning Permit to VVA #333 in connection with its Watchfires display to be burned at NIKE PARK property located at Nike Lane, Orangeburg, New York on Thursday, May 29, 2025 through Saturday, May 31, 2025 until the fire is completely out.
2. VVA #333 agrees that its' activities under the Outdoor Burning Permit will be performed in a lawful, prudent and safe manner, in accordance with all federal, state or local laws or regulations, as may apply.
3. In connection with the contemplated Watchfires display, VVA #333 further agrees, to the fullest extent permitted by law, to indemnify and hold the TOWN, its officers, employees and invitees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the acts, errors or omissions by it, its officers, employees, agents, consultants or others acting for, or on behalf of, it, which indemnification shall include and extend to the actions of any subcontractors or outside consultant utilized by VVA #333.
4. VVA #333 further agrees that as a material condition of the Permit's issuance, and before the subject Permit shall become effective, it shall deliver to the TOWN certificates or other evidence of insurance coverage of the following types and in the following minimum amounts:
 - a. General Liability Insurance in a minimum amount of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit with Two Million and 00/100 (\$2,000,000.00) Dollars excess of One Million and 00/100 (\$1,000,000.00) Dollars; and aggregate of Three Million and 00/100 (\$3,000,000.00) Dollars;
 - b. with Umbrella Liability per occurrence of Six Million and 00/100 (\$6,000,000.00) Dollars;
 - c. Such insurance shall name the TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, New York 10962, as an additional named insured thereon;
 - d. 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; and
 - e. Proof of such insurance in a form acceptable to the Town shall be delivered to the Bureau of Fire Prevention and the Town Attorney's Office before any services or other activities under this Permit shall commence.

5. In the event VVA #333 shall use the services of any independent contractor or subcontractor, VVA #333 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 in paragraph 4, expressly naming the TOWN as an additional insured thereon.

6. By executing this Agreement, the individual signing on behalf of VVA #333 represents that he/she has the lawful authority to do so, and to bind VVA #333 in the manner provided in this Agreement.

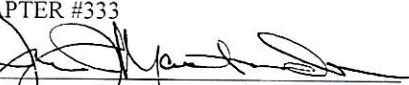
IN WITNESS WHEREOF, the VIETNAM VETERANS OF AMERICA, CHAPTER #333, INC. and the TOWN OF ORANGETOWN have executed this Agreement the day and year first above written.

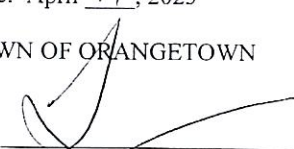
Date: April 14, 2025

Date: April 16, 2025

VIETNAM VETERANS OF AMERICA
CHAPTER #333

TOWN OF ORANGETOWN

By: 
Print Name: John J. Mastandrea
Title: President, VVA #333

By: 
Print Name: Teresa M. Kenny
Title: Supervisor

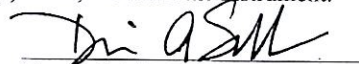
Acknowledgements

STATE OF NEW YORK)

ss.

COUNTY OF ROCKLAND)

On the 14th day of APRIL, 2025, before me, the undersigned, a notary public in and for the State, personally appeared JOHN J. MASTANDREA 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 16th 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

DENISE A. SULLIVAN
Notary Public, State of New York
No. 02SU6054901
Qualified in Rockland County
Commission Expires February 12, 2027

ALLISON B. KARDON
Notary Public, State of New York
No. 01KA6330552
Qualified in Rockland County
Commission Expires 09/14/2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2025

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).

PRODUCER Brown & Brown Insurance Services, Inc. 901 Marquette Ave Suite 1800 Minneapolis MN 55402	CONTACT NAME: Pang Yang or Chao Lee PHONE (A/C, No, Ext): (612) 333-3323 E-MAIL ADDRESS: Chao.Lee@bbrown.com FAX (A/C, No):
INSURED Vietnam Veterans of America Chapters and State Councils 8719 Colesville Rd., Suite 100 Silver Spring MD 20910	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 25-26**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2661220	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2661220	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB902534	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is additional insured as respects general liability policy where required by written contract, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Orangetown Dept of Parks and Recreation 81 Hunt Road Orangetown 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
-------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: 00480352

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Vietnam Veterans of America
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: NotesGeneral Liability Coverage Part:
Special Raising Events Endorsement - PI-SE-001 (07/18)

This insurance applies to bodily injury, property damage, and personal and advertising injury arising out of all of your special events with the following exceptions:

- Parades sponsored by the Insured
- Shooting activities
- Fireworks
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Hip-Hop or Rap concerts
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.

** If Special Event falls under the exclusion provisions outlined above, it must be underwritten and specifically scheduled on the policy..

Fund Raising Events Endorsement PI-MANU-1 (09/06)

This insurance applies to bodily injury, property damage, and personal and advertising injury arising out of all of your fund raising events including:

Parades sponsored by the insured is amended to read:

Coordinator (of a Parade) sponsored by the Insured

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

PERMIT # 25-SP-013



RECEIVED

MAY 01 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: Santacruzian (Holy Cross Procession)

APPLICANT NAME: Father Tom Kunnel

ADDRESS: 120 Kings Highway, Tappan, NY 10983

PHONE #: 845-359-1230 CELL # 845-608-9358 FAX # _____

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

The above event will be held on May 31, 2025 from 10:15 to 11:15 RAIN DATE: NONE

Location of event: Kings Highway/Washington St./Conklin Ave

Sponsored by: Parish of St. John Henry Telephone #: 845-359-1230

Address: 120 Kings Highway, Tappan, NY 10983

Estimated # of persons participating in event: 65+ vehicles 0

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

Edel Arecilla, Tappan, NY 10983 914-588-0569

Signature of Applicant: Fr. Thomas Kunnel CO Date: 05/1/25

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 5/1/25

Certificate of Insurance - Received On: 5/1/25

Hold Harmless Agreement - Received On: 5/1/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y N - Received On: 5/1/25

Rockland County Highway Dept. Permit: Y / N - Received On: 5/2/25

NYSDOT Permit: Y / N - Received On: X

Route/Map/Parking Plan: Y / N - Received On: 5/1/25

RFS #: 63339 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: X

APPROVED: Tom Kunnel DATE: 5.2.25

Superintendent of Highways

MD 5/2/25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

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

APPROVED: Chris DATE: 5/7/25

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

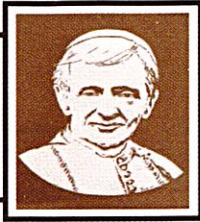
Police Detail: Y / N: _____ Items: _____

APPROVED: Dyl Male DATE: 5/8/25

Chief of Police

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

Workshop Agenda Date: 5/20/25 Approved On: _____ TBR #: _____



Parish of St. John Henry Newman

120 Kings Highway, Tappan, NY 10983

www.stjohnnewman.org

RECEIVED

April 28, 2025

MAY 01 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Town of Orangetown Board
Town of Orangetown Highway
Town of Orangetown Police
County of Rockland Highway

Dear Sirs and Madams:

Re: Request for permit for procession

The Parish of St John Henry Newman (Our Lady of the Sacred Heart Church) is holding a Santacruz Procession (Holy Cross) on May 31, 2025 beginning at 10:15 and ending at 11:15. The procession will consist of approximately 65+ people walking the route.

- The procession will depart from the parking lot of Our Lady of the Sacred Heart Church travel west along Kings Highway
- Turning east (left) at the Intersection of Washington St;
- Turning north (left) at the Intersection of Conklin Ave.
- Crossing Kings Highway back to the parking lot of Our Lady of the Sacred Heart Church.

There will be no vehicles in the procession and all coordination and safety will be provided by volunteers. We respectfully request the assistance of all appropriate offices including the Orangetown Police, Highway and EMT.

Our contact and coordinator for this event is Edel Avecilla, 914-588-0569,
edelavecilla@yahoo.com

Yours truly,


Fr. Thomas Kunhel, C.O.

Pastor of St. John Henry Newman Parish

Our Lady of the Sacred Heart Church
120 Kings Highway
Tappan, NY 10983
845-359-1230
secretary@stjohnnewman.org



St. John the Baptist Church
895 Piermont Avenue
Piermont, NY 10968
845-359-0078
admin@stjohnnewman.org

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, THOMAS KUNNEL, with an address of 120 Kings Hwy, Tappan, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

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

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

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name:) PARISH OF ST. JOHN HENRY NEWMAN
GURLDY OF SACRED HEART, TAPPAN NY 10983

By: Thomas Kunnel

Sworn to before me this 1st day
of May, 2025

MP
Notary Public

MARVIN PIERRE
NOTARY PUBLIC STATE OF NEW YORK
ROCKLAND COUNTY
LIC. #01PI6144778
COMM. EXP. 05/01/2026

Certificate of Coverage

Date: 4/29/2025

Certificate Holder
Archdiocese of New York
1011 First Avenue
New York, NY 10022

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

RECEIVED

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

MAY 01 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Covered Location
St John Newman-St. John the Baptist-Our Lady of the
Sacred Heart
120 Kings Highway
Tappan, NY 10983

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8869	9/1/2024	9/1/2025	Each Occurrence	1,000,000
<input checked="" type="checkbox"/> Occurrence				General Aggregate	2,000,000
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	1,000,000
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends to claims resulting from St. John Newman Parish's Eucharistic religious procession on May 31, 2025. Coverage does not extend to claims resulting from improper maintenance or upkeep of the Town of Orangetown's streets, sidewalks, bridges and facilities.

Holder of Certificate

Cancellation

Additional Protected Person(s)

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Paul A. Peterson

0041042262

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement	5/31/2025	Charge	Credit
Cancellation Date of Endorsement	6/1/2025		
Certificate Holder	Archdiocese of New York 1011 First Avenue New York, NY 10022		
Location	St John Newman-St. John the Baptist-Our Lady of the Sacred Heart 120 Kings Highway Tappan, NY 10983		
Certificate No.	8869	of The Catholic Mutual Relief Society of America is amended as follows:	

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Remarks:

Coverage only extends to claims resulting from St. John Newman Parish's Eucharistic religious procession on May 31, 2025. Coverage does not extend to claims resulting from improper maintenance or upkeep of the Town of Orangetown's streets, sidewalks, bridges and facilities.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.
5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.
6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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

RECEIVED



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

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

MAY 01 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME Father Tom Kunnel DATE 5/1/2025
COMPANY Parish of St. John Henry Newman
ADDRESS 120 Kings Highway, Tappan, NY 10983
TELEPHONE 845-359-1230

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

Kings Highway / Washington St. / Conklin Ave (Tappan 10983)
(Address number and name of road)

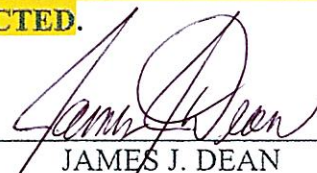
Kings Highway and Washington St. / Washington St. and
(Intersecting streets and/or description of exact location) Conklin Ave and Conklin Ave.

REASON FOR USE Procession (walk) and Kings Highway

DATE OF USE 5/31/2025 RAIN DATE none
TIME ROAD WILL BE USED 1015 am - 1115 am
WILL ROAD BE OPEN TO LOCAL TRAFFIC? after 1115 am
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

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

PRELIMINARY APPROVAL


JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

DATE 5-2-25
MD5/2/25

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

THIS IS A REQUEST FOR ☐ USE/ ☒ CLOSE A COUNTY ROAD (check that apply)

Name of Event: PARISH OF ST. JOHN HENRY NEWMAN- SANTACRUZAN (HOLY CROSS PROCESSION)

Date (s): 5/31/ 2025 Time (s): 10:15 am- 11:15 am No. of Participants: 65 +

Type of Event (check all that apply):

☐ Filming ☒ Parade or Procession ☐ Assemblage ☐ Festival ☐ Other

KINGS HIGHWAY	TAPPAN
WASHINGTON ST.	TAPPAN
CONKLIN AVE.	TAPPAN

Applicant Information:

TAPPAN, NY 10983

City, State, Zip Code

edelavecilla@yahoo.com
Email Address

EDEL AVECILLA

Authorized Representative (if different from Applicant)

914-588-0569

Telephone Number (including area code)

PARISH OF ST. JOHN HENRY NEWMAN
Applicant (individual, organization, group)

120 KINGS HIGHWAY
Mailing Address

ROCKLAND COUNTY HIGHWAY DEPARTMENT
APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

The following supporting information shall be submitted at the time of application:

1. Event Map, Event Brochure, or/and Event Application Form (Whichever available/applicable)
2. Operation and Safety Plan (the applicant assumes all responsibility for the set-up, conduct and break-down of the event)
 - Required Traffic Control Devices (e.g. temporary signs, cones, barricades, pavement markings, etc.) and Event Personnel (e.g. police officers, volunteers) for Event
SIGNS : PROCESSION DIRECTION, DETOUR

PERSONNEL: TRAFFIC- LINE OF MARCH COORDINATORS, FILIPINO COMMUNITY OF ROCKLAND VOLUNTEERS.

ACCEPTED

- Detours (provide map of detour, show detour sign/police locations, etc.)
SEE ATTACHED ROUTE MAP. NO DETOUR REQUIRED. THE ORANGETOWN POLICE WILL PROVIDE A TEMPORARY TRAFFIC STOPPAGE FOR THE SAFETY OF 65+ PERSONS TO WALK ON WASHINGTON ST FROM MAIN ST TO CONKLIN AVE.
- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)
FLYERS POSTED AT BULLETIN BOARDS, FLYERS SENT TO DIFFERENT PARISHES IN ROCKLAND COUNTY.

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

COORDINATORS :

EDEL AVECILLA –PARISHIONER, ST. JOHN HENRY NEWMAN, TAPPAN,NY

ROLAND MENDOZA- PARISHIONER, ST. ANTHONY, NANUET, NY

CAPT. Michael SHANNON- POLICE

THOMAS QUINN-TAPPAN FIRE ASSOCIATION

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

GLENN ALBIN- SOUTH ORANGETOWN EMS

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

PROCESSION/ LINE OF MARCH COORDINATORS

- Event Support Vehicles (describe any vehicles used in the event)
- NO VEHICLES IN THE PROCESSION.

ROCKLAND COUNTY HIGHWAY DEPARTMENT
APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

3. Insurance Certificates (must be in Applicant's name)
4. Application Fee (Please make check payable to Rockland County Commissioner of Finance)
- Full Day - \$500.00
- , Half Day - \$250.00 No. of Days: 1 hour Total Amount \$ N/A due to short use

Non profit no fee

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

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

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



Applicant's Representative's Signature

5/2/2025

Date


Application Received By: 

RCHD Representative's Signature



05/02/2025

Date

Application Approved By: 

RCHD Superintendent of Highways

5/2/25

Date

Our Lady of the Sacred Heart Church to Our Lady of the Sacred Heart Church Google Maps

Go gle Maps Tappan, Our Lady NY of the 10983 Sacred to Our Heart Lady Church, of the Sacred 120 Kings Heart Hwy, Church, Walk 120 0.7 Kings mile, Hwy,13 min

Tappan, NY 10983

Z 1 W LO 11 Ill lutes vtlll Si stup dl eel 1 anu Wä1KIJ LWV 11 WI 1 intersections: l.left parking lot and kings highway 2. straight* kings highway and ↘greenbush g. left Kings highway/ Old tappen Road - Washington Ave (traffic Light)



Map data ©2023 Google

No detour required. The orangetown police will provide a temporary traffic stoppage of under five minutes for the safety of approximate persons to walk on Washington

St from Main St to Conklin Ave. Emergency vehicle access will be available at all times.

Note: 1) START : 10:15 AM - Procession starts at OUR LADY OF SACRED HEART CHURCH

2) PAUSE : 5 min. at TAPPAN REFORMED CHURCH

3) FINISH: 11: 15 AM OUR LADY OF SACRED HEART CHURCH

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 5/15/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 5/20/2025 consists of 3 warrants for a total of \$2,636,799.76.

The first warrant had 25 vouchers for \$1,753,576 and had the following items of interest.

1. Arthur J. Gallagher - \$1,579,238 for insurance renewals.
2. Commissioner of Taxation & Finance - \$15,937 for Worker's Compensation Board.
3. Global Montello - \$13,815 for fuel.
4. Rockland Paramedic Services - \$132,083 for May paramedic services.

The second warrant had 23 vouchers for \$126,593 and was for utilities.

The third warrant had 184 vouchers for \$756,630 and includes the following items of interest.

1. Alpine Nursery - \$5,610 for shade tree purchases.
2. American Wear Uniforms - \$5,503 for uniforms (various departments).
3. Arkel Motor - \$8,281 for sweeper repair (Highway).
4. Cotter, Michael - \$13,750 for title searches.
5. Crown Castle Fiber LLC- \$5,980 for connectivity.
6. Dutra Excavating - \$6,900 for excavating water leak at Blue Hill GC..
7. Global Montello Group Corp - \$18,344 for fuel.
8. Goosetown Enterprises - \$11,050 for Police and Highway leases.
9. Hach Company - \$8,263 for Sewer chemicals.
10. Holland Co. - \$6,677 for Sewer chemicals.

11. Keane & Beane - \$9,402 for outside legal counsel.
12. Kuehne Chemical Co. - \$7,929 for Sewer chemicals.
13. Old Dominion Brush Co. - \$10,152 for Highway equipment.
14. Revize LLC - \$6,070 website design and maintenance.
15. Rockland County Solid Waste – \$9,034 for waste removal.
16. Sherwin Williams - \$25,981 for Highway striping paint.
17. Shi International - \$82,163 for IT security (Firewall and Mimecast).
18. Storr Tractor Company - \$46,113 for Parks equipment.
19. Tilcon - \$14,095 for Highway materials.
20. Traffic Logix - \$11,814 for Highway equipment (radar box).
21. Turco Golf - \$147,618 for Blue Hill bunker project (bonded).
22. Van Bortel Ford - \$29,176 for Parks vehicle (bonded).
23. Verde Electric - \$5,600 for traffic signal maintenance agreement.
24. Weston & Sampson PE - \$7,487 for drainage review.
25. Wilson, Elser, Moskowitz - \$5,900 for outside legal counsel.

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

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

WARRANT

Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	043025	\$ 1,753,576.38	Utilities, Insurance & Special Districts
	050725	\$ 126,593.12	Utilities
	052025	\$ 756,630.26	2025 Expenses
		\$ 2,636,799.76	

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