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New York State Comptroller
THOMAS P. DiNAPOLI

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 **Rockland County**

Unclaimed Funds Workshop

Orangetown Town Hall

26 Orangeburg Road, Orangeburg, NY

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For more information: please contact:

Joseph Orlando at 917-763-8573 or jorlando@osc.ny.gov

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Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

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

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

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

DEPARTMENT OF PLANNING

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

Douglas J. Schuetz
Acting Commissioner

Richard M. Schiafo
Deputy Commissioner

May 27, 2025

Orangetown Town Board
20 Greenbush Road
Orangeburg, NY 10962

Tax Data:

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

Map Date:

Date Review Received: 04/24/2025

Item: *Amendment to Town Code - Landlord Registry (GML-25-0236)*

Local law to amend Chapter 43, Article XV of the Orangetown zoning regulations entitled “Landlord Registry Act and Short-Term Use of Property for Rental or Rental-Like Purposes.” The local law updates and adds new definitions pertaining to properties that are within jurisdiction of the registry and grants responsibility for maintaining the registry to the Office of Building, Zoning, Planning, Administration and Enforcement (OBZPAE).

Throughout the Town

Reason for Referral:

County Highways, County Facilities, County Regulated Streams, County Parks, DEC Piermont Recreational Area, Long Path Hiking Trail, State Highways, State Facilities, NYS Thruway, State Parks, Towns of Clarkstown and Ramapo, Villages of Chestnut Ridge, Grand View-on-Hudson, Nyack, and Piermont, Palisades Interstate Parkway

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

Remand for Local Decision

The proposed action is deemed to have no significant county-wide or inter-community impact under New York State General Municipal Law § 239; therefore, the action is a local decision.

Amendment to Town Code - Landlord Registry (GML-25-0236)



Douglas J. Schuetz
Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown
New York - New Jersey Trail Conference
NYS Department of Environmental Conservation
NYS Department of Transportation
NYS Thruway Authority
Palisades Interstate Park Commission
Rockland County Div of Environmental Resources
Rockland County Drainage Agency
Rockland County Facilities Management
Rockland County Highway Department
Rockland County Planning Board
Town of Clarkstown Planning Board
Town of Ramapo Planning Board
Village of Chestnut Ridge Planning Board
Village of Grand View-on-Hudson Planning Board
Village of Nyack Planning Board
Village of Piermont Planning Board

*The review undertaken by the County of Rockland Department of Planning is pursuant to and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B, the County of Rockland does not render opinions nor determine whether the proposed action reviewed implicates the Religious Land Use and Institutionalized Persons Act. The County of Rockland Department of Planning defers to the municipality referring the proposed action to render such opinions and make such determinations as appropriate under the circumstances.

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

Pursuant to New York State General Municipal Law §§ 239-m and 239-n, the referring body shall file a report of final action it has taken with the County of Rockland Department of Planning within thirty (30) days after final action.

**LOCAL LAW NO. __ OF 2025, AMENDING
ARTICLE XV OF CHAPTER 43 (ZONING) OF THE
CODE OF THE TOWN OF ORANGETOWN TO
ADDRESS CHANGES TO LANDLORD REGISTRY
RULES AND REGULATIONS**

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

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

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

§15-3 Definitions

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

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

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

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

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

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

OWNER-OCCUPIED

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

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

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

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

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

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

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

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

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

§ 15.4. Registration of ownership rental property.

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

§ 15.4.1 Exemptions.

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

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

- B. In no case may more than one residential rental premises qualify for the exemption in this section by any one deeded owner.
- C. The registration requirements of this article shall not apply to hotels and motels when operating for their intended purpose within the meaning of State law and the Orangetown Zoning Code and other Orangetown land use regulations; hospitals, congregate care housing for seniors, assisted living for seniors, nursing homes, and similar living arrangements; and public housing owned and operated by governmental agencies.
- D. Apartment houses, apartment complexes, and garden apartments located in Multi Family Residence (MFR) and Planned Adult Community (PAC) zones may request an exemption from registration from OBZPAE, which exemption may be granted if the owner or agent of such properties provides OBZPAE with the most recent contact information for a management company or operator for the properties, and the owner or agent shall be required to provide updates to OBZPAE whenever there is a change in such management.

§ 15.5. Registry form and filing.

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

- (a) Where an LLC, LLP, LP or partnership is owned or operated, in whole or in part, by a different LLC, LLP, LP or partnership, then the contact information of all the managers or managing members or partners, as the case may be, of the LLC, LLP, LP or partnership that owns the registering LLC, LLP, LP or partnership.
 - (5) Where day-to-day responsibility for the management, supervision, care or maintenance of the property rests with a person other than the officer, shareholder, manager or managing member or partner set forth on the registration, the contact information of the person so responsible shall be submitted to the Town.
 - (6) Any owner who rents a residential rental premises which is subject to the provisions of this article and who does not maintain a bona fide residence in the County of Rockland shall designate an agent who maintains a bona fide residence in the County of Rockland for purpose of receiving notices and other communications from the Town pursuant to this article. Every owner who designates such an agent authorizes such designated agent to be served with a notice of violation, appearance ticket, or other service of process for any matter related to enforcement of this article.
- B. The form shall be signed by all of the owners before a notary public and shall bear the following statement directly above such signatures: "I certify that all information contained in this statement, including the number of lawful rental spaces or units represented, is true and correct to the best of my knowledge and belief. I understand that the willful making of a false statement of material fact herein will subject me to the provisions of law relevant to the making of false instruments and shall constitute a violation of this article."
 - C. It shall be the obligation of each owner to timely notify OBZPAE ~~the Town Clerk~~ whenever the information provided on the biennial registry form has become outdated or for any reason is no longer accurate. It shall be the responsibility of each owner to recertify the aforementioned information every ~~two~~ years.

§ 15.7. Penalties for offenses; enforcement.

- A. No rental property or short-term rental or rental-like purpose, as defined herein, shall be used or occupied except in strict compliance with the provisions herein, and the failure to comply shall constitute a violation of a certificate of occupancy or other legal status permitting the use and occupancy of the building.
- B. Any person or business entity who shall violate any provision of this article, including, but not limited to, failing to register a rental property as required under this article, and/or each and every person and/or business entity that is identified as being present at any residential property located in the Town that is covered by this article at the time of any violation and/or participating in any such assembly prohibited by this article, shall be punishable as provided in § 41A-1 of the Orangetown Code.
- C. Civil remedies. In the event an owner foils, neglects or refuses, whether intentional or

unintentional, to correct, cure and remedy, as well as abate, a violation under this article within 24 hours of any notice of a violation by the Town, either posted on the subject property or otherwise provided to the owner thereof, the Town may commence, or cause to be filed, a criminal summons, as well as additionally file, or cause to be filed, a civil action requesting injunctive and/or other relief, and seek monetary damages to compensate the Town for the costs it has, and will incur, because of the violation and any efforts to stop the violation from continuing, including reasonable attorney's fees expended or otherwise incurred by the Town. Nothing in this article requires that any such notice of violation be issued before the Town pursues any and all available remedies provided for herein.

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

Section 2 - Severability.

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

Section 3 - Authority

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

Section 4 - Effective Date.

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

LOCAL LAW NO. _____ OF 2025, TO AMEND §22-3.1 (EXEMPTIONS), OF CHAPTER 22 (NOISE), OF THE CODE OF THE TOWN OF ORANGETOWN, BY ADDING A NEW PARAGRAPH “G,” SO AS TO EXEMPT THE TOWN AND ITS EMPLOYEES, AND THE TOWN’S CONTRACTORS, HIRES, LICENSEES, TENANTS, CONCESSIONAIRES AND LESSEES, FROM CERTAIN NOISE PROSCRIPTIONS

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

Section 1 - Legislative Authority, Purpose and Intent:

This Local Law is adopted pursuant to §10 of the New York State (“NYS”) Municipal Home Rule Law (“MHRL”), and in accordance with the procedures prescribed in MHRL §20, and NYS Town Law §21-2100; the purpose and intent of which Local Law is to amend §22-3.1 (Exemptions), of Chapter 22 (Noise), of the Code of the Town of Orangetown (“Town” or “Orangetown”), by adding a new paragraph “G,” so as to exempt the Town and its employees, and the Town’s contractors, hires, licensees, tenants, concessionaires and lessees, from certain noise proscriptions relating to work or services performed on Town-owned property with the permission, consent or authorization of the Town.

Section 2 – §22-3.1 (Exemptions), of Chapter 22 (Noise), of the Code of the Town of Orangetown, is amended to the extent only of adding a new paragraph to be enumerated “G,” which new paragraph “G” shall read as follows:

- G.** Sounds and noises that originate, emanate or are emitted from lawnmowing or leaf-blowing machinery, equipment, tools, devices or mechanisms (“equipment”), or similar landscaping equipment, which equipment is operated on Town-owned property, including, but not limited to, roads, streets, highways, parks, playgrounds and golf courses (i) by an employee of, or by a person hired or engaged or contracted with by, the Town of Orangetown (“Town” or “Orangetown”); or (ii) by a licensee, concessionaire, tenant or lessee of the Town, who is performing work or services with the permission, consent or authorization of the Town.

Section 3 – Severability.

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

Section 4 – Effective Date.

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

**INTERMUNICIPAL AGREEMENT
BY AND BETWEEN
THE SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT
AND
THE TOWN OF ORANGETOWN
FOR THE USE OF CERTAIN
SCHOOL BUILDINGS AND FIELDS**

This Agreement is made and effective as of _____, 2025, between the South Orangetown Central School District, a school district of the State of New York, with offices located at 160 Van Wyck Road, Blauvelt, New York 10913 (hereinafter the “School District”) and the Town of Orangetown, a municipal corporation of the State of New York, with offices located at 26 W. Orangeburg Road, Orangeburg, New York 10962 (hereinafter the “Town”).

WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS the School District is the owner of certain real property, containing Buildings thereupon as enumerated in paragraph 3(a) hereinbelow, and Fields as enumerated in paragraph 3(b) hereinbelow¹; and

WHEREAS the School District has determined that the Town of Orangetown and its permitted users shall be permitted to use the buildings and the fields specifically enumerated in paragraphs 3(a) and 3(b) below for Town and community recreation activities, sports teams, programs and events (hereinafter collectively referred to as: Town and community activities) when such School District buildings and fields are not needed for School District purposes; and

¹ It is expressly understood by and between the parties to this Agreement that any and all references to the “buildings” and/or “fields” herein are limited to the buildings and fields set forth in paragraphs 3(a) and 3(b) below.

WHEREAS, the respective governing boards of the South Orangetown Central School District and the Town of Orangetown have determined that it is in their mutual best interests to enter into this agreement for the purpose of allowing the Town of Orangetown, and its permitted users, through its Department of Parks and Recreation, to use the School District's buildings and fields enumerated in paragraphs 3(a) and 3(b) below,² for the benefit of the residents of the Town of Orangetown and the School District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the Town hereby agree to the following:

1. Duration of Agreement and Termination: This Agreement shall remain in effect for a period of five (5) years, commencing July 1, 2025 at 12:00 p.m. and terminating on June 30, 2030 at 12:00 p.m., unless terminated by either party upon at least three (3) months written notice to the other party. The School District may also terminate the Agreement upon thirty (30) days' written notice to the Town Department of Parks and Recreation after a breach of this Agreement has occurred and the right to cure within such period has expired. This Agreement shall automatically renew for an additional five (5) year period, from July 1, 2030 at 12:00 p.m. and terminating on June 30, 2035 at 12:00 p.m. unless either party provides written notification to the other party at least sixty (60) days prior to the end of the term.
2. Notification: Any notices, demands or other writings required to be given under this Intermunicipal Agreement precedent to any action by either party shall be deemed to have been given, made or sent when in writing and deposited in the United States Mail by certified mail, return receipt requested with postage paid thereon, or by personal delivery, and addressed as follows:
 - a. To the School District: South Orangetown Central School District, 160 Van Wyck Road, Blauvelt, New York 10913; and
 - b. To the Town: Supervisor, Town of Orangetown, 26 W. Orangeburg Road, Orangeburg, New York 10962.
 - c. The Superintendent of Schools and the Town Supervisor are hereby authorized to give and receive any such notice.

² This Intermunicipal Agreement does not cover the pool facility located at the South Orangetown Middle School which is separately covered under an Intermunicipal Agreement.

3. Premises Permitted for Use by the Town:

a. The Buildings: The School District hereby permits the Town, and its permitted users, through its Department of Parks and Recreation, to use the following School District buildings for Town and community activities, when such buildings are not needed for School District purposes:

- i. Cottage Lane Elementary School;
- ii. William O. Schaefer Elementary School;
- iii. South Orangetown Middle School (*but not Pool Facility; see footnote 2*);
and
- iv. Tappan Zee High School.

Any use of the buildings by the Town of Orangetown, or its permitted users, for purposes other than Town and community activities shall constitute an unauthorized use in breach of this Agreement.

b. The Athletic Fields: The School District hereby permits the Town, and its permitted users, through its Department of Parks and Recreation, to use the following School District fields, solely for Town and community activities, when such fields are not needed for School District purposes:

- i. The “Kennedy-Reedy Fields” adjacent to the William O. Schaeffer School, consisting of one (1) baseball field, one (1) softball field, and one (1) soccer field;
- ii. The “DeMeola Fields”, consisting of two (2) combination baseball/soccer fields located at the South Orangetown Middle School;
- iii. “Tappan Park” (located at the corner of Oak Tree and Route 303) consisting of basketball courts with four hoops, and one (1) small baseball field, with a playground adjacent thereto.

Any use of such fields and/or playground areas by the Town of Orangetown, or its permitted users, for purposes other than Town and community activities shall constitute an unauthorized use in breach of this Agreement.

4. Use of Buildings or Fields: The School District hereby permits the Town, and its permitted users, through its Department of Parks and Recreation, to use the School District’s buildings and fields, as follows:

a. Weekday use of Buildings, Athletic Fields: Depending on school activities or school-sponsored activities, which shall pre-empt Town use, the Town and its permitted users shall be permitted to utilize the buildings and athletic fields enumerated in paragraphs 3(a) and (b) above as follows:

- i. Buildings: After-school and evenings at the South Orangetown Middle School and Tappan Zee High School from 6:00 P.M. until 9:00 P.M., and after-school and evenings at the Elementary School buildings from 6:00 P.M. until 8:00 P.M.
- ii. Athletic Fields: After-school and evenings, the Town may use the fields from 6:00 P.M. to 8:00 P.M.

b. Weekends and Holidays: The Town and its permitted users may use the District's buildings between the hours of 8:00 A.M. and 6:00 P.M. on Saturdays; and may use the fields between the hours of 8:00 A.M. and 8:00 P.M. on Saturdays. There will be no use of the District's buildings on Sundays and School Holidays; but the Town can utilize the District's fields on Sundays and School Holidays between the hours of 8:00 A.M. and 8:00 P.M. All Town use, as referenced in this paragraph, shall be pre-empted by school activities or school-sponsored activities.

c. Summer Use of Buildings, Athletic Fields: The Town and its' permitted users may utilize the buildings and athletic fields enumerated in paragraphs 3(a) and 3(b) above during the summer months, depending upon their availabilities, to the extent that they have customarily been able to utilize such buildings and athletic fields; provided, however, that such summer use shall be pre-empted by school activities or school sponsored activities.

5. Compliance with School District Policies and Regulations: The Town and its permitted users agree to comply with the School District's policies, rules and regulations, and procedures with regard to the Town's use of these buildings and athletic fields, as described in **Appendix "A"**, annexed hereto. The School District shall provide written notification to the Superintendent of Parks and Recreation of any changes to the School District's policies, rules, regulations, procedures and facility rental fee schedules with regard to the use of the school facilities within seven (7) school days of any such change.
6. Requests for Use of Buildings: The Town shall submit all "Request and Permit for Use of School Facilities" forms by May 1st for any summer building use for the months of July and August; and by August 1st for all use of buildings during the regular school year (September to June). The "Request and Permit for Use of School Facilities" Form

contained in **Appendix “A”** must be utilized for all requests. The School District may update such form from time to time and will provide the updated form to the Town for use pursuant to this Agreement.

7. Custodians for Building Use:

a. Where there is a custodian on normal duty in the building, there will be no fee charged, unless it is required due to the type of activity or number of participants involved, as determined by the School District and reviewed by the Town prior to the event being approved.

b. Custodial fees for Saturdays shall be billed at the custodian’s contractual hourly rate, which is time and one-half on Saturdays.

c. The custodial time assigned shall include an additional one-half hour to one hour prior to and after the time of the requested facility use to check the building and note the condition of same and perform clean-up duties as necessary.

d. The custodian shall not open any building for anyone other than Senior Recreation staff members employed by the Town of Orangetown Parks and Recreation. The Town will provide the School District with a list of the Senior Recreation staff members, and will update it as necessary.

e. When the building is open, the custodian will remain in contact with Town staff and provide services to oversee school property. At the conclusion of the Town program, the custodian will prepare the area(s) for school use and secure the building.

f. If the clean-up time exceeds one-half hour to one hour, a School District supervisor shall determine the additional time and notify the Town’s Department of Parks and Recreation; and provide the Town with an invoice for this additional time.

g. Custodial fees shall be as contained on the SOCSD Facility Rental Fees sheet, and as the same may be amended from time to time; a copy is attached hereto as Appendix “B”.

8. Maintenance Fees: The School District shall not charge the Town, or its permitted users, a maintenance fee for the use of the District’s buildings and fields in consideration for the Town’s maintenance of the athletic fields at levels that shall be no less than those indicated in **Appendix “C”** (annexed hereto). The Town will pay all costs of the maintenance of

the athletic fields and playgrounds as set forth in Appendix “C”. The Town’s failure to provide the services enumerated in Appendix “C” and the costs associated therewith in accordance with this Agreement will constitute a material breach of this Agreement.

9. Security Officers: Security Officers may be required to be on duty based upon a determination by the School District’s Director of Facilities in consultation with the Town’s Superintendent of Parks and Recreation, in accordance with the School District’s “Facilities Use Regulations” contained in Appendix “B”. If Security is determined to be required at an event, the costs thereof shall be borne solely by the Town and shall be in accordance with Appendix “B”.
10. School District Use of the Buildings and the Athletic Fields during Town Usage: It is expressly understood and agreed that the School District athletic teams and/or School District sponsored activities shall have first priority for use of the buildings and athletic fields whenever the School District determines that such need exists.
 - a. Notification by the School District: The Town’s Superintendent of Parks and Recreation and the School District’s Director of Facilities shall consult with each other prior to scheduling to avoid conflicts. To the extent that the School District maintains schedules of the School District’s use of buildings and athletic fields covered under this Agreement, they are available for viewing on the School District’s website at: www.socsd.org. These schedules are posted on a rolling basis and are updated as necessary.
11. Unauthorized Use/No Waiver: Any unauthorized use of the buildings and/or athletic fields by the Town, or its permitted users, which is not objected to by the School District, is an unauthorized use, and will not constitute permission for that use in the future.
12. Prohibited Activities: It is expressly understood and agreed that the following activities are prohibited on the District’s property:
 - a. The possession, use, sale or distribution of intoxicating beverages or illegal substances (including but not limited to marijuana/THC in all of its forms, synthetic drugs, look-alike drugs and unauthorized use of prescription medication).
 - b. Smoking or other tobacco use shall not be permitted on any of the properties at any time, and within one hundred (100’) feet of the exits, entrances and property lines of any elementary or secondary school (except in a residence or within the boundaries of residential real property).
 - c. Other prohibited activities as referenced in Appendix “A” hereto.

d. The Town will ensure compliance with the District's "Facilities Use Regulation" (as it may be updated from time to time) through direct supervision by Senior Recreation Staff or the Town Park Ranger.

13. Subletting or Assignment: The Town may not sublet the buildings and athletic fields, or assign this Agreement, without the prior written consent of the School District.
14. Physical Alterations: The Town may not make any physical alteration to the buildings and/or athletic fields without the prior written approval of the School District.
15. Off-Street Parking: The Town may not make any change in off-street parking for the persons using the buildings and/or athletic fields without the prior written approval of the School District.
16. Insurance: The Town shall furnish, at the time of the signing of this Agreement and annually thereafter, during the term of this Agreement and any renewal hereof, proof of insurance for public liability and property damage in the amount of at least TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS per occurrence for personal injury and ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence for property damage. The insurance policy will name the School District, including its officers and employees, as an additional insured. The insurance shall remain in force at all times during the term of this Agreement, and any renewal hereof, and shall provide for any notice of cancellation to be sent to the School District at least twenty (20) days prior to any cancellation.
17. No Use of Buildings or Fields by Commercial or For-Profit Entities: Pursuant to Education Law §414, the buildings and/or athletic fields may not be used for a commercial or for-profit use. The Town, through the Department of Parks and Recreation, shall verify not-for-profit status at the time a request for use of such buildings and/or athletic fields is made and obtain written proof of such status.
18. Use by individual, group or organization through the Town: Any individual, group or organization permitted to use the buildings and/or the athletic fields referenced in this Agreement through the Town Office of Parks and Recreation shall provide a certificate of liability insurance in the amount of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS aggregate, covering both the Town of Orangetown and the South Orangetown Central School District. Such General Liability policy must be placed with a carrier that is rated at least an A- under AM Best for financial strength.

19. Indemnification and Hold Harmless: It is expressly understood and agreed that the School District shall not be responsible for the payment of any debts or obligations incurred by the Town in connection with the use, maintenance or alteration of the property. Both the Town and the School District agree to mutually indemnify and hold harmless one another and their respective directors, officers, employees, volunteers, and agents for all imposed by law third party claims, damages, losses, and expenses including but not limited to reasonable attorney's fees resulting from bodily injury and physical injury to tangible property including loss of use thereof caused by the Town's or School District's own negligence arising out of the subject matter of this Inter-municipal Agreement.
20. Damage by fire or other casualty: If a substantial portion of the buildings and/or athletic fields is damaged by fire or other casualty, whether or not the condition of the buildings and/or athletic fields prevents the Town from using a substantial part of the property for the uses described herein, and restoration of the property will take more than twelve (12) months, then the Town shall be entitled to terminate this Inter-municipal Agreement, or the agreement shall be extended for an additional twelve (12) months at the Town's option.
21. Applicable Law: Both parties shall comply with all applicable federal, state and local laws and ordinances relating to their operation and use of the property, as well as all School District policies, rules and regulations, and procedures pertaining to this Agreement as set forth in Appendix "A" annexed hereto.
22. Modification, Amendment or Termination: This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.
23. Venue for Actions Arising under this Agreement: In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Rockland County, New York. Any dispute arising under this Agreement shall be adjudicated under the laws of the State of New York.
24. Severability: If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or lawful, pursuant to the laws of the State of New York, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and

effect as in the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

25. The parties agree that this writing represents the entire Agreement between them and that there are no oral or collateral agreements or understandings of any kind or character except those contained herein. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, or in any manner other than by instrument in writing, signed by the parties or their duly authorized agents.

26. Paragraph Headings: The paragraph headings used herein are for convenience only.

27. That the Supervisor of the Town of Orangetown has executed this Agreement pursuant to Resolution No. _____ of 2025 of the Town Board duly adopted by the Town Board at a meeting thereof held on the _____ day of _____, 2025.

28. That the School Board President of the South Orangetown Central School District has executed this Agreement pursuant to Resolution ____ of 2025 of the Board of Education of the school district at a meeting thereof held on the ____ day of _____, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed at the dates indicated below.

SOUTH ORANGETOWN CENTRAL
SCHOOL DISTRICT

TOWN OF ORANGETOWN

BY: _____

STEVEN FINN
SCHOOL BOARD PRESIDENT

BY: _____

TERESA M. KENNY
TOWN SUPERVISOR

Dated: _____, 2025

Dated: _____, 2025

APPENDIX “A”

1500 USE OF FACILITIES

While the district's school building and grounds are maintained primarily for the purpose of educating students within the district, the Board of Education recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities.

The regulations to this policy shall identify the uses that community groups may make of the school district's buildings and grounds along with any insurance requirements and/or possible compensation for said use.

Reference

[Education Law 414](#)

Adopted: December 6, 2006

South Orangetown Central School District

South Orangetown Central School District

1500-R REGULATIONS FOR PUBLIC USE OF DISTRICT-OWNED FACILITIES

In conformity with the Education Law, the following regulations for the use of school buildings and facilities have been established by the Board of Education:

1. The District schools, and other facilities, when not in use for school purposes, may be used for other purposes only if a written permit for such other use shall have been issued by or under the authority of the Board.
2. State Education Law prohibits the use of school buildings and property for any purpose that will in any way interfere with the use of school buildings, grounds, or other school property by the school.

Uses Encouraged for District Residents

In accordance with State Education Law, the following uses of school buildings and grounds are acceptable and encouraged for:

1. Instruction in curriculum-related courses, including the Arts;
2. Recreation, physical training and athletics, including competitive athletic contests for children attending a private, not-for-profit school;
3. Meetings, entertainment, and occasions where admission fees are charged, when the proceeds are to be spent for an educational or charitable purpose;
4. Polling places for holding primaries and elections and for the registration of voters;
5. Civic forums and community centers;
6. Graduation exercises held by not-for-profit elementary and secondary schools, provided that no religious service is performed during these exercises;
7. Child-care services during non-school hours, provided that the cost of such care shall not be a School District charge, and shall be paid by the person responsible for the support of such child; the local social services agency as authorized by law, or any other public or private voluntary agency;
8. Worthy, educational, civic or charitable purposes that will support the welfare of the district's community.

Prohibited Uses of District-Owned School Buildings and Property

State Education Law and the Constitution of New York State specifically prohibit the following uses of district-owned school buildings and properties:

1. Purposes that will in any way interfere with the use of school buildings, grounds, or other school property by the school;
2. Meetings sponsored by political organizations;
3. Use by individuals or groups for profit or personal gain; financial or otherwise;
4. Social, civic or recreational meetings, or other uses pertaining to the welfare of the community, unless such meeting, entertainment or use shall be non-exclusive and open to the general public;
5. Meetings, entertainment, or occasions where admission fees are charged, unless the proceeds thereof are to be expended for educational or charitable purposes prior approved by the Board;
6. Meetings, entertainment, or occasions where admission fees are charged, where such meetings, entertainment or occasions are under exclusive control and the proceeds are to be applied for the benefit of a said society, association, or organization of religious sects or denominations, or a fraternal, secret or exclusive society or organization, other than any organization of veterans or of volunteer firemen or volunteer ambulance services;
7. Groups or organizations, which include animals as a normal and essential part of their activities;
8. Groups whose activities may be deemed to endanger the health and safety of those attending the function, or to cause damage to any of the district-owned facilities;
9. Any use that is contrary to the provisions of [Section 414 of the Education Law](#).
10. FIREWORKS ARE PROHIBITED
11. Open fires, barbecues and cooking of any type

Under Title IX the school district is responsible to insure that any outside organization using district-owned facilities adhere to the rules and regulations of **Title IX***

**Title IX of the Education Amendments of 1972 prohibits discrimination against students and employees of education institutions on the basis of gender.*

Priority of Assignment

District-owned facilities will be assigned as follows:

Group I - First priority is reserved for SOCS D school-related activities as defined below, subject to the following conditions:

1. No charge for facilities or personnel
2. Activities scheduled within regular staff hours whenever possible, Middle and High School buildings will close at 9:00 p.m. and the Elementary School buildings will close at 7:45, except Board Meetings
3. Use of TZHS athletic field bathrooms will require maintenance staff to be on duty.
4. Security will be provided by the district

Eligibility:

- Activity is an outgrowth of daytime instructional program
- Student Activity Program: Intramural, co-curricular, Interscholastic
- Parent-Teacher Organization or parent group of any public school within the School District or community-wide educational organization for school programs and meetings which are open to the public and for which no admission fee is charged.
- South Orangetown Central Booster Clubs and their related activities.
- After school childcare services.
- South Orangetown Central School District Continuing Education Program

(Please refer to the attached list in Appendix A)

- South Orangetown Community Volunteer Ambulance, Fire, Police, active Military, and Veterans' organizations.

Group II - Second priority is reserved for all other groups and organizations not named above subject to the following conditions:

1. Building Space/Athletic Area Rental Fees after 6:00 p.m. will be charged for the areas specified (see fee schedule). In addition to these rental fees, charges for custodian or maintenance will be at a rate for a minimum of two hours, plus prep and clean-up time, in

accordance with the attached fee schedule, as determined by the Director of Facilities on the permit.

2. The High School track/field lights will not be available for rental at any time
3. The High School Concession Stand will not be available for rental at any time
4. Use of the High School Athletic Field Bathrooms will require maintenance to be on duty in accordance with the attached fee schedule.

Application Procedures for Use of District-owned Facilities

1. All applications for use of school facilities shall be made in writing and submitted **at least two weeks prior to use**, to the Principal in the building in which the requested facilities are located. A permit application is available in the Facilities Office and the Main Office of each school building.
2. The applicant must clearly and completely describe the intended use of the district facility in the application.
3. All applicants must review this policy and the regulations prior to submitting the application. All applications must be signed by an authorized agent of the group, or organization requesting use. The applicant's signature on the application shall attest to the group or organizations' intent to comply with all Board policies and regulations and to use district facilities strictly in accordance with the use described in the application.
4. All applicants must agree to assume responsibility for all damages resulting from its use of district facilities. Proof of adequate insurance must be provided at the time of application along with proof that the organization is a charitable organization and not-for-profit.
5. The Director of Facilities is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reason
6. Once approved by the Principal, the application is sent to the Facilities Department. The Facilities Department reviews the permit for completeness and then forwards it to the Director of Facilities for approval.
7. Once approved by the Director of Facilities, the permit is returned to the Facilities Department staff who notifies the applicant.
8. Applicants must pay all fees or charges imposed by the Board within thirty (30) days of the school system's invoice date. Failure to comply with this provision shall result in revocation of the permit for scheduled future uses of the facilities.

9. Applicants shall pay to the district, any taxes or fees required by federal, state or local government authority.
10. Permits shall be valid only for the facility, use, dates and time specified in the permit. No adjustment to the permit is allowed except with the prior written approval of the Director of Facilities. **Permits shall not be transferable.**
11. Cancellations must be received at least 48 hours in advance to avoid charges.
12. Normally the school buildings and grounds must be vacated by **9:00 p.m. in Middle and High School: 7:45pm in Elementary Schools**
13. Applicants are required to clean up after the use of the facilities.
14. As a rule, permits shall not be granted for use on Sundays, School holidays, custodial holidays, and Snow Emergency Days.
15. All organizations must provide proof that they are a charitable organization. Generally, this would mean documentation that they are incorporated as a 501 (c) 3, charter, by-laws or statement of general purpose.
16. With regard to scheduling activities, the district retains the right to give preference to groups and organizations, which are associated with or sponsored by the district.
17. Issuance of a permit shall not limit the right of access to the facility by district staff. **However, district staff must schedule activities and events prior to use through the process.**
18. The number of custodians, security or district personnel required to be on duty at any meeting or entertainment sponsored by an outside organization shall be determined by the Director of Facilities and shall depend on the nature of the use of the facility and the number of people attending.
19. No permit shall be valid unless signed by the Director of Facilities.
20. Fees may be offset by using approved scholarship awards for resident students, donated services, and/or contributions; approval is required by the Superintendent of Schools. (Submit appropriate form with permit application.)
21. The rental of the High School athletic field area for more than 2 hours requires access to bathroom facilities. The fee incurred will be for maintenance staff, as listed in Facility Rental Fees.

Revised: 3/19/12

HANDBOOK OF REGULATIONS AND FEES

FOR USE OF DISTRICT-OWNED FACILITIES

General Conditions for Use of District-owned Facilities

Use of Facilities:

1. To ensure that district facilities are preserved for the benefit of the greater district community, only community based groups and organizations which are located within the geographic area covered by the district may be granted access to district-owned facilities. Further, use of district facilities may be permitted unless such facilities are in use for school purposes, or during educational programs. The Board or designee, reserves exclusive and non-revocable decision to determine if a requested use would interfere with or disturb the district's educational programs.
2. The designated individual in charge of each group using district facilities will be present at the time the participants enter the building and remain until the last participant has departed from the building. Buildings will not be made available until the supervisor for the requesting organization has entered the building and presents an approved permit in good order. School staff is not responsible for supervision of participants.
3. The user shall not deny to any person participation in the use of school facilities on the grounds of race, color, creed, religion, national origin, sex, age, martial status, or disability;
4. While residents of the community are welcome to use outdoor facilities for athletic activities, they are cautioned to be sensitive to the fact that these facilities are for all the people and should not be dominated by a few. Special attention should be taken for the use of baseball diamonds, multi-purpose field and tennis courts. When outdoor facilities are to be used for an extended period, a permit is required. The TZHS Track and Tennis Courts will be available for District residents' use from March through November of each year, unless scheduled, subject to the following conditions and prohibitions:
 - a) Sneakers must be worn;
 - b) Bicycle riding is prohibited;
 - c) Roller skating is prohibited;
 - d) Skateboarding is prohibited;
 - e) Dog Walking is prohibited;
 - f) Fireworks are prohibited.

Insurance:

Any group using school facilities accepts, without reservation, responsibility for holding the school system, the Board of Education collectively and individually, and all employees of the school system harmless for any injury sustained by a member of such group and for any damage or loss of personal property owned, leased or borrowed by such member. In addition, the Board requires the applicant to obtain insurance, in an amount of one million dollars **(\$1,000,000) single limit**, for bodily injury and property damage, and two million dollars **(\$2,000,000) in the aggregate**, which names the School District as additional insured. The Board or designee will exclusively determine what constitutes adequate insurance coverage for each proposed use.

Termination:

The Board reserves the discretion to deny use of district-owned facilities described above, or to terminate use of such facilities as follows:

- a. By an applicant who has previously misused or abused district facilities or property or who has violated this policy;
- b. For any use which could have the effect of violating the Establishment Clause of the United States Constitution or other provisions of the United States or New York State Constitutions;
- c. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
- d. For any use which the Board deems inconsistent with this policy;
- e. For any use by a private for profit entity that has the direct or indirect effect of promoting the products or services of such entity;
- f. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed;
- g. For any use prohibited by law.

Emergency:

- 1. Whenever inclement weather or an emergency situation causes the closing of all schools in the district, all after-school activities scheduled for that day will be canceled;
- 2. In case of an emergency, all buildings will be available to the American Red Cross, the Police Department, and the Fire Department, and any other authorized County, or Town responders;
- 3. In the case of an accident resulting in injury to any person or damage to personal property, the incident must be immediately reported to the Principal or his/her designee. All reports must be confirmed in writing from the Principal to the Business Office within 24 hours. Personal injury

reports must be forwarded to the Business Office using the appropriate form, and include the following information:

- a) Name, address and telephone number of the injured party;
- b) Time of occurrence;
- c) Place;
- d) Nature of the injury sustained;
- e) Names of persons witnessing the incident; and
- f) Remedial steps taken.

4. All South Orangetown school buildings are equipped with Automated External Defibrillators (AED). Applicants will be provided with information regarding the location of AEDs. Individuals using the AEDs should have received both CPR and AED training in advance. Organizations are urged to have members of their group trained in the use of the AED, and shall list the individual by name on the permit. Those using the school district's fields cannot expect to have access to the AEDs. If a member of an organization uses a district AED, the organization alone assumes any resulting liability and shall hold the district harmless from such usage;

5. It is incumbent upon the user to become familiar with the Building Evacuation Procedures as required by Chapter 9 of the laws of 1991. It is also incumbent upon the applicant to instruct all participants;

Prohibited Uses:

- 1. There shall be no gambling or use, possession, sale or distribution of alcohol or controlled substances as defined by Board Policy, Drug & Alcohol Abuse, at any time in the school buildings or on school property.
- 2. There shall be no smoking as defined by Board Policy.
- 3. Whether or not admission fees are charged, no contributions shall be solicited or collected on school premises, unless permission is stated in the permit.
- 4. Exhibits, posters, or materials shall not be displayed on school property without prior approval of the Building Principal.
- 5. Masking tape, scotch tape, and similar materials shall not be used to affix materials to painted surfaces or chalkboards.
- 6. School district grounds may not be used for practicing golf shots;

7. Unauthorized or unlicensed vehicles or equipment such as go-carts, motor bikes, power driven model airplanes, are not permitted on school grounds;
8. Screws, nails, bolts, or any other type of penetrating fasteners may not be used on any school property;
9. The use of fireworks is prohibited on school property.
10. Open fires, barbecues and cooking of any type

General:

- Sneakers/gym shoes must be worn when sports or games are conducted on the gymnasium floors.
- Special Arrangements for the use of school kitchens and equipment shall be made prior to the date of the function with the school's food management company. The cost of such service and facility equipment use shall be paid directly to the District's food management company.
- Applicants cannot use District equipment, unless authorized for the use of tables and chairs;
- The operation of a concession, or sale of anything on school property without the permission of the Superintendent is prohibited;
- When spectators are expected to be present at the activities, this should be noted in the application form. Supervision of the activity and spectators (if under 18 year of age) should be provided on the basis of one adult supervisor for each 30 youngsters or fraction thereof;
- All town, village and county ordinances affecting use of public buildings must be complied with;
- The preservation of order will be the responsibility of the applicant
- The number of persons admitted for a function must not exceed room capacity limits as posted for each facility;
- Any advertising for an event scheduled at a school building must clearly identify the sponsoring group;
- A certified lifeguard is required to be present when the swimming pool is in use.
- There shall be no barbecues or open fires on any SOCS D school grounds for any reason without specific District approval.
- Gymnasium floors must be protected. Every effort should be made to prevent damage from paint, machinery, liquids, food, hard soled shoes etc.;
- Modifications may not be made to school property, electrical panels, emergency equipment including exit lights, fire alarms, and horns;

South Orangetown Central School District

1530 SMOKING AND OTHER TOBACCO USE ON SCHOOL PREMISES

Due to the health hazards associated with smoking, and in accordance with federal and state law, the Board of Education prohibits smoking and all other tobacco use, and use of an electronic cigarette or e-cigarette, in all school district buildings, on school grounds, and in any vehicle used to transport children or personnel. Smoking or tobacco use is also prohibited within 100 feet of all school entrances, exits and outdoor areas, except where that is a residence or residential property.

DEFINITIONS

Tobacco: includes but is not limited to any cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product; any form of spit tobacco product, including but not limited to smokeless, dip, chew, and snuff.

E-Cigarette: An electronic device that delivers vapor which is inhaled by an individual user (including vaporizers, vapor pipes, and vape pens), and shall include any refill, cartridge and any other component of such a device.

School Property: means any building, structure or vehicle owned, leased, or contracted by the School District.

School Grounds: means property surrounding buildings and structures, athletic grounds, parking lots, or any other outdoor property owned, leased, or contracted by the School District

School Function: means any school-sponsored extra-curricular, co-curricular or other school-sponsored event or activity, whether on or off of school grounds or school property.

TOBACCO AND E-CIGARETTE USE IS PROHIBITED

No person is permitted to use tobacco in any form on school property or grounds at any time, including non-school hours, or at any school-sponsored event or activity, whether on or off campus.

POSTING OF SIGNS

The district's smoking policy shall be prominently posted in each building, at designated outdoor locations on school premises (e.g. athletic fields) and in all district vehicles. The Board designates the Superintendent of Schools or his/her designee as agent responsible for informing individuals smoking cigarettes or e-cigarettes, or using

tobacco unlawfully that they are in violation of [Article 13-E of the Public Health Law](#) and/or [Section 409 of the Education Law](#) and/or the federal Pro-Children Acts of 1994 and 2001. Persons in violation of this policy will be asked to stop. Students and staff may be subject to consequences outlined in the Code of Conduct, and visitors or contractors may be asked to leave school property.

TOBACCO AND E-CIGARETTE EDUCATION

Instruction to discourage the use and misuse of tobacco and e-cigarettes shall be included in the health education program provided for all students.

At SOMS and TZHS, Health Education is a required course for graduation that fosters self-awareness improvement of one's physical, emotional, maturational and sociological self. The course curriculum includes education on the dangers of smoking and other tobacco use.

TOBACCO AND E-CIGARETTE PROMOTIONAL ITEMS/TOBACCO ADVERTISING

Tobacco and e-cigarette promotional items (e.g., brand names, logos and other identifiers) are prohibited on school grounds, in school vehicles, at school sponsored events, whether on or off of school property, in school publications, and on district website and social media accounts.

In addition, tobacco and e-cigarette advertising is prohibited in all school-sponsored publications and at all school sponsored events.

LEGAL REFERENCES

[NYS Education Law, Article 9](#), Section 409. School building regulations in relation to health and safety.

[NYS Education Law, Article 17](#), Section 804. Health education regarding alcohol, drugs, tobacco abuse and the prevention and detection of certain cancers.

NYS Department of Education, Commissioner's Regulations, Subchapter G, [Part 135](#). Health, Physical Education and Recreation

[NYS Public Health Law, Article 13-E](#), Section 1399. Regulation of smoking in certain public areas (Clean Indoor Air Act)

U.S. Department of Education—No Child Left Behind, Title IV C, [Sections 4301 – 4304](#), Part A. Safe and Drug-Free Schools and Communities

Ref:

[Education Law §§409](#)(2)

[Public Health Law Article 13-E](#)

[Public Health Law §§206](#); [340](#); [347](#)

The Pro-Children Act of 2001, [20 U.S.C. §§1781](#) *et seq.*

The Pro-Children Act of 1994, [20 U.S.C. §§6081](#) *et seq.*

Adopted: June 17, 2010

Revised & Adopted: April 10, 2014

Revised & Adopted: ---February 6, 2020

APPENDIX “B”

South Orangetown Central School District Facility Rental Fees 2024-2025 School Year

Personnel Fees:	Regular Time:	Overtime:	Double Time:
Custodial staff	\$39.00 per hour	\$59.00 per hour	\$ 78.00 per hour
Maintenance Staff	\$51.00 per hour	\$77.00 per hour	\$102.00 per hour
Security	\$30.00 per hour	\$45.00 per hour	\$ 60.00 per hour

Facility Rental Fees:

Location	Rental Fee
William O. Schaefer Elementary School	
Gymnasium	\$28.00 per hour
Cafeteria	\$28.00 per hour
Library	\$28.00 per hour
Kitchen	\$28.00 per hour
Classroom	\$20.00 per hour
Cottage Lane Elementary School	
Gym/Auditorium	\$28.00 per hour
Cafeteria	\$28.00 per hour
Library	\$28.00 per hour
Kitchen	\$28.00 per hour
Classroom	\$20.00 per hour
Lower Field	\$20.00 per hour
So. Orangetown Middle School	
Gymnasium	\$33.00 per hour
Auditorium	\$55.00 per hour
Cafeteria	\$33.00 per hour
Library	\$33.00 per hour
Kitchen	\$28.00 per hour
Erie Street Field	\$20.00 per hour
Classroom	\$20.00 per hour
Band Room or Orchestra Room	\$28.00 per hour
Pool	\$108.00 per hour
Tappan Zee High School	
Main Gymnasium	\$55.00 per hour
Band Room	\$28.00 per hour
Auxiliary Gym (Back-Gym)	\$28.00 per hour
Auditorium	\$81.00 per hour
Cafeteria	\$33.00 per hour
Library	\$33.00 per hour
Kitchen	\$28.00 per hour
Classroom	\$20.00 per hour
Wrestling Room	\$25.00 per hour

Athletic Area Fee Schedule:

Location	Rental Fee
TZHS Football Field W/O Lights *	\$162.00 per hour
TZHS Track W/O Lights*	\$136.00 per hour
TZHS Baseball Field	\$ 65.00 per hour
TZHS Tennis Courts	\$ 33.00 per hour
TZHS Softball Field	\$ 55.00 per hour
SOMS Softball Field	\$ 38.00 per hour
SOMS Lacrosse	\$ 28.00 per hour
Greenbush Field	\$ 20.00 per hour
WOS & TZE Fields	\$ 28.00 per hour
Field Marking	\$119.00 per request

- Other areas not covered by this form will be negotiated on a flat fee basis.
- Rental of the High School athletic fields automatically requires bathroom facilities and will incur the cost of custodial or maintenance staff as listed on page 1.
- ***Field Lights** are never available for rental.

Effective July 1, 2024

APPENDIX “C”

APPENDIX C: Maintenance of Grounds

As part of the Agreement for the use of the fields referenced herein and owned by the South Orangetown Central School District, the Town of Orangetown agrees to provide a standard Maintenance Program to include:

- The Town shall adhere to the following standards that are considered *minimum* requirements to maintain the athletic fields and/or property under the ownership of the School District.
- The Town understands and accepts that due to increased use or the occurrence of inclement weather, additional field maintenance may be required. The Town shall agree to provide such reasonable additional maintenance as required to keep the athletic field in a safe, playable condition and/or restore the field to its previously existing condition prior to such an occurrence. At no time shall the Town allow use of the fields when it is determined that the potential for significant damage to the field exists. In these instances, such as with heavy and extended period of rain or other weather, the Town shall prohibit the use of the fields for a period of no less than two (2) days, or more, if it is mutually determined by the Town’s Superintendent of Parks and Recreation and the District’s Director of Facilities. This will allow a proper recovery time for the fields so as to not adversely impact the same for the long-term.
- The Town agrees to provide written notification for any alterations or upgrades to the athletic fields to be performed by the Town’s own employees, other individuals, or those of an independent contractor hired by the Town. Such notification is not considered consent. The School District will provide the Town with written approval of such requests after review by School District staff. All requested alterations must meet any standard that is required of the District by the State Education Department.

SECTION B-1:

- In addition to abiding by the terms set forth in the three bulleted paragraphs above, with regard to the following properties:
 1. Kennedy-Reedy Fields: One (1) baseball field, one (1) softball field and one (1) soccer field.
 2. DeMeola Fields: Two (2) combination baseball/soccer fields located at South Orangetown Middle School; and
 3. Tappan Park: One (1) basketball court with four (4) hoops and (1) small baseball field; and with an adjoining playground),

the Town agrees to provide the following minimum maintenance requirements (site specific as it pertains to the individual property):

- Lawn Mowing, at a minimum of once per week, except in times of drought, or more frequently as needed/required; however, the Town shall perform mowing a minimum of twice per week during baseball season (from Spring to early Summer).
- Aeration, no less than twice annually.
- Fertilization, with organic products only or as authorized by the school district in advance. Minimum of two (2) treatments annually.
- Soccer Fields: lined weekly, or more frequently as necessary (from September through November).
- Baseball and Soft Ball fields: raked two to three (2-3) times weekly (from April through August).
- Baseball and Soft Ball fields: Clay added as needed, reviewed annually. Two (2") inches of clay uniformly replenished at a minimum every two to three (2-3) years.
- Seeding of the grass at the soccer goal areas shall be done twice annually. Seeding of the grass at all other areas on an "as needed" basis as determined by Town Superintendent of Parks and Recreation or by senior Parks Maintenance Staff.
- Garbage removal, a minimum twice weekly or as needed; (3) times per week during soccer season [September through November]); provided, however, that trash must be removed immediately after an event if school is in session the next day.
- Replenish mulch in areas near road and around fields where applicable.
- Trim trees/bushes as needed.
- The Playground Area at Tappan Park shall be inspected weekly. Surfacing shall be added as needed to meet all applicable codes.
- Basketball nets at Tappan Park shall be changed yearly; and painting of the markings and lines for the basketball court shall be performed on an as-needed basis.

BID ITEM

BHGC - BUNKER RENOVATION

Rough Sod For Access Repair & Area of Disturbance Including Prep (Allowance) - Qty 65,000, Units SF									
Unit Cost	\$	1.18	\$	1.03	\$		\$		
Amount	\$	76,700.00	\$	66,950.00	\$		\$		
Irrigation Adjustments (Allowance) - Qty 1, Units LS									
Unit Cost	\$	7,500.00		\$	7,500.00		\$	7,500.00	
Amount	\$	7,500.00		\$	7,500.00		\$	7,500.00	
Asphalt Cart Path Removal (Either removed from property or pulverized & re-used as base material for new cart path) - Qty 1500, Units SF									
Unit Cost	\$	1.68	\$	3.75	\$		\$		
Amount	\$	2,520.00	\$	5,625.00	\$		\$		
Remove Existing Base Material & Fill with New Cart Path Excavated Material - Qty 1,500, Units SF									
Unit Cost	\$	1.67	\$	3.00	\$		\$		
Amount	\$	2,505.00	\$	4,500.00	\$		\$		
Remove & Dispose of Sod & Cut in New Cart Path - Qty 1,800, Units SF									
Unit Cost	\$	2.13	\$	2.00	\$		\$		
Amount	\$	3,834.00	\$	3,600.00	\$		\$		
Construct New 2" Asphalt Concrete Surface Course & 4" Aggregate Base Cart Path - Qty 1,800, Units SF									
	\$	6.65	\$	7.10	\$		\$		
	\$	11,970.00	\$	12,780.00	\$		\$		
Install Rough Grass Sod for Removed Cart Path - Qty 1,500, Units SF									
Unit Cost	\$	1.18	\$	1.03	\$		\$		
Amount	\$	1,770.00	\$	1,545.00	\$		\$		
Drainage Allowances - Solid (4") N-12 Drain Pipe (Allowance) - Qty 1,000, Units LF									
Unit Cost	\$	21.43	\$	28.00	\$		\$		
Amount	\$	21,430.00	\$	28,000.00	\$		\$		
Drainage Allowances - Catch Basin With Metal Grate (12") {Allowance} - Qty 10, Units EA									
	\$	742.26	\$	250.00	\$		\$		
	\$	7,422.60	\$	2,500.00	\$		\$		
WOODLANDS BUNKER LINER REPAIR OPTION									
Mobilization - Qty 1, Units LS									
Unit Cost	\$	369.85	\$	40,000.00	\$		\$		
Amount	\$	369.85	\$	40,000.00	\$		\$		
General Conditions - Qty 1, Units LS									
Unit Cost	\$	12,358.00	\$	2,000.00	\$		\$		
Amount	\$	12,358.00	\$	2,000.00	\$		\$		
Survey - Qty 1, Units LS									
Unit Cost	\$	13,208.00	\$	8,000.00	\$		\$		
Amount	\$	13,208.00	\$	8,000.00	\$		\$		
Bunker Sand Removal and Stockpile on Each Hole - Qty 42,345, Units SF									
Unit Cost	\$.65	\$	1.30	\$		\$		
Amount	\$	27,524.25	\$	55,048.50	\$		\$		
Powerwash Better Billy Bunker Liner, remove & dispose of loose gravel & sand - Qty 42,345, Units LF									
Unit Cost	\$.46	\$	1.50	\$		\$		
Amount	\$	19,478.70	\$	63,517.50	\$		\$		
Apply Better Billy Bunker Polymer - Qty 42,345, Units LF									
Unit Cost	\$	2.08	\$	2.50	\$		\$		
Amount	\$	88,077.60	\$	105,862.50	\$		\$		
Bunker Sand Purchase (MC-300 from Mitchell Products) - Qty 42,345, Units SF									
Unit Cost	\$	2.47	\$	2.54	\$		\$		
Amount	\$	104,592.15	\$	107,536.30	\$		\$		
Bunker Sand Placement (Compacted: 4" min, 6" max) - Qty 42,345, Units SF									
Unit Cost	\$.59	\$	1.25	\$		\$		
Amount	\$	24,983.55	\$	52,931.25	\$		\$		
Sod For Access Repair & Area of Disturbance Including Prep (Allowance) - Qty 25,000, Units SF									
Unit Cost	\$	1.18	\$	1.03	\$		\$		
Amount	\$	29,500.00	\$	25,750.00	\$		\$		

615,816.38

total 320,092.12

total 856,896.05

total 2 460,666.05

GILBERT AVENUE SANITARY SEWER REHABILITATION

PAGE 1

11:00 AM

Arold Construction Kingston, NY	EN-Tech Infrastructure CLUSTER, NY
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5/29/25

5/29/25

10:09 A

10:21A



A handwritten capital letter 'J' in dark ink on a four-line staff. The letter starts on the top line, curves down to the bottom line, and then has a small upward hook that reaches about halfway up the staff.

TOTAL LUMP SUM

\$ 42,500.00

\$ 91,700.00

\$

\$

	\$
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~~ADDENDUM NO. 2~~

~~ADDENDUM NO. 3~~

ADDENDUM NO. 1

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

Arold Construction Company, Inc.
51 Powder Mill Bridge Road
Kingston, NY 12401

SURETY (Name and Address of Principal Place of Business):

Western Surety Company
151 N. Franklin St., 17th Floor
Chicago, IL 60606

OWNER (Name and Address):

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

BIDBID DUE DATE: May 29th, 2025PROJECT (Brief Description Including Location):

ITB-DEME-003-2025
Gilbert Avenue Sanitary Sewer Rehabilitation using Cured-In-Place Pipe

BONDBOND NUMBER: N/ADATE (Not later than Bid Due Date): May 20th, 2025PENAL SUM: Five Percent of Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDERArold Construction Company, Inc. (Seal)

Bidder's Name and Corporate Seal

By: Valerie M. Dwyer
Signature and Title Valerie Dwyer, President

Attest: Karen H. Tobias
Signature and Title Karen H. Tobias, Notary Public

SURETYWestern Surety Company (Seal)

Surety's Name and Corporate Seal

By: Jaclyn Kelly
Signature and Title Jaclyn Kelly,
(Attach Power of Attorney) Attorney-In-Fact

Attest: Alissa M. Cottrell
Signature and Title Alissa M. Cottrell, Bond Representative

Notes: (1)	Above addresses are to be used for giving required notice.
(2)	Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

EJcDc NO. 1910-28-D (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder, the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid offer or proposal as applicable.

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared

known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York
County of Ulster] ss:
On this 20th day of May , 2025 before me personally appeared

Valerie Dwyer

to me known, who being by me duly sworn, did depose and say: that she resides at Kingston, New York ; that she is President of the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Karen A. Tobias
KAREN A TOBIAS

NOTARY PUBLIC, STATE OF NEW YORK

Registration No. 01TO6157148

Qualified in Dutchess County

My Commission Expires: 12-9-26

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York]
County of Schenectady] ss:
On this 20th day of May , 2025 before me personally appeared

Jaclyn Kelly

to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York ; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2027

Kimberly S. Sylvester
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kevin A Viana, Mary R Liberatore, Deborah L Kruman, Jaclyn Kelly, Dianna V Dahoney, Nancy A Paino, Jessica M Stowell, David S Horton, Kara M Epperson, Melissa M Dispensa, Stefanie M Little, Noelle Susan Burkins, Matthew Cronin, Individually

of Poughkeepsie, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of May, 2025.



WESTERN SURETY COMPANY

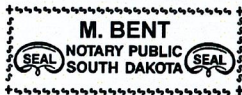
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of May, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	<u>\$ 2,175,361,957</u>

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	<u>\$ 692,885,257</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,191,580,505
Surplus as regards policyholders	<u>\$ 1,482,476,700</u>
Total Liabilities and Capital	<u>\$ 2,175,361,957</u>

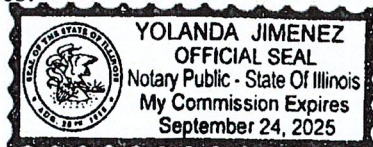
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public



Department of Environmental Management and Engineering Town of Orangetown

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

May 23, 2025

Dear Potential Bidder:

Enclosed please find an addendum to the Contract Documents for Gilbert Avenue Sanitary Sewer Rehabilitation using Cured-in-Place Pipe.

Please acknowledge receipt of this addendum by attaching it to the last page of the Contract Document.

Very truly yours,

Joe Mendicino, P.E.
Engineer III

BID PROPOSAL
CONTRACTOR'S BID
FOR
CONSTRUCTION CONTRACT NO. DEME-003-2025
GILBERT AVENUE SANITARY SEWER REHABILITATION
USING CURED-IN-PLACE PIPE

TOWN OF ORANGETOWN, NEW YORK

THIS BID IS SUBMITTED TO: Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

BY: BIDDERS NAME AND ADDRESS:

Arold Construction Co. Inc

51 Powder Mill Bridge Rd., Kingston, NY 12401

Telephone: 845-336-8753

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for forty-five days after the Bid opening.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
<u>1</u>	<u>5/23/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

BID PROPOSAL

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site, if any, that relates to the Work as indicated in the Bidding Documents.

F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5.01

A. BIDDER will perform the Work in accordance with the Contract Documents for the prices entered in the Schedule of Bid Items which follows. Individual Bid Items are more fully defined in the Bid Item Description pages of Section 3 of the specifications.

B. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

BID PROPOSAL

C. Unit Prices have been computed in accordance with Article 73 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

SCHEDULE OF BID ITEMS

The Contractor shall provide all labor, materials, supplies and equipment necessary to rehabilitate 54 linear feet of existing 18-inch diameter sanitary sewer using the cured-in-place pipe (CIPP) method of lining.

All in accordance with the Contract Documents, Specifications and Associated Attachments for the following total lump sum amount:

Forty two thousand five hundred dollars and no cents.

\$ _____
WORDS

\$ 42,500.00
FIGURES

Company or Corporation: Arold Construction Co. Inc

Address: 51 Powder Mill Bridge Rd.

City: Kingston State: NY Zip: 12401

Phone #: 845-336-8753 Fax #: 845-336-8245

E-Mail: val.dwyer@arold.us Date: 5/27/25

Federal Employment Identification Number: 14-1643021

Note: In case of a discrepancy between the prices written in words and in figures, the prices written in words shall govern.

BID PROPOSAL

6.01 BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the General Agreement on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 BIDDER accepts provisions for liquidated damages, if any, in the event of failure to complete the Work by the dates or within the number of calendar days indicated in the Agreement.

7.01 BIDDER and his surety, where appropriate, have completed and executed the following documents which are attached to and made a condition of this Bid:

- ☒ A. Required Bid Security in the form of Bid Bond or Certified Check.
- ☒ B. Required BIDDER's Qualification Statement with supporting data.
- ☒ C. Non-Collusive Bidding Certification.
- D. Statement of Surety's Intent. N/A

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED ON 5/27 20 25

State Contractor License No. _____ (if applicable)

BID PROPOSAL

8.02 Signature of BIDDER and other appropriate information, if BIDDER is:

An Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner—attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No. _____

A Corporation

Corporation Name: Arold Construction Co. Inc (SEAL)

State of Incorporation: NY

Type (General Business, Professional, Service, Limited Liability) _____

General Business

By: Valerie M. Dwyer
(Signature—attach evidence of authority to sign)

Name (typed or printed): Valerie M. Dwyer

Title: President

Attest: Ryan M. Arold (CORPORATE SEAL)
(Signature of Corporate Secretary) Ryan M. Arold

Business address: 51 Powder Mill Bridge Rd., Kingston, NY 12401

Phone No.: 845-336-8753 Fax No. 845-336-8245

Date of Qualification to do business is: 04/27/83

**WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
AROLD CONSTRUCTION COMPANY, INC**

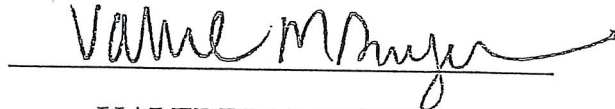
The undersigned, being all of the Board of Directors of Arold Construction Company, Inc. (the "COMPANY") consent to the adoption of the following resolution pursuant to Section 708(B) of the New York Business Corporation Law:

RESOLVED, that the following individuals are hereby appointed as officers of the COMPANY:

PRESIDENT:	VALERIE M. DWYER
VICE PRESIDENT:	RYAN M. AROLD
TREASURER:	VALERIE M. DWYER
SECRETARY:	RYAN M. AROLD

This consent may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned being all of the Board of Directors of the COMPANY have executed this certificate on this 30th day of October 2018.


VALERIE M. DWYER

BID PROPOSAL

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner—attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No. _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature—attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Phone No.: _____ Fax No. _____

Phone & Fax No., and address for receipt of official communications:

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID PROPOSAL

ATTACHMENTS

BIDDER and his surety, where appropriate, have completed and executed the attached documents which are identified below.

✓ BID BOND (Penal Sum Form); pages 8 and 9

N/A ✓ CERTIFIED CHECK (attached to "Bid Security" page); page 10

✓ STATEMENT OF BIDDER'S QUALIFICATIONS; pages 11 and 12

✓ NON-COLLUSIVE BIDDING CERTIFICATION; pages 13 and 14

N/A ✓ STATEMENT OF SURETY'S INTENT; page 15

BID PROPOSAL

ATTACH BID SECURITY
TO THIS PAGE
IF CERTIFIED CHECK

STATEMENT OF BIDDER'S QUALIFICATIONS

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

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered by attachment of separate sheets.

1. Name of Bidder Arol Construction Co. Inc
2. Permanent main office address 51 Powder Mill Bridge Rd., Kingston, NY 12401
3. When organized 1973
4. If a corporation, where incorporated NY
5. How many years have you been engaged in the contracting business under your present firm or trade name? See attached
6. List any other names you have operated under for the last ten (10) years. N/A
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
8. General character of work performed by your company
CIPP, CCTV, Water/Sewer, Sitework, Excavation, Paving
9. Have you ever failed to complete any work awarded to you? No

If so, where and why?
10. List and summarize all DOL, OSHA, USEPA, NYSDEC or other environmental regulatory agency violations in the last five (5) years. None
11. Have you ever defaulted on a contract? No

If so, where and why?
12. List a minimum of three (3) projects having a scope similar to this project. Each reference shall consist of: See attached

- a. The official project name and project number
 - b. Name, address, contact person, and telephone number of the owner, design consultant, and/or owner's representative.
 - c. Project value; overall, and for the contractor's work
 - d. Project schedule; overall, and for the contractor's work
 - e. Description of the scope of work.
13. List your major equipment available for this Contract. *See attached
14. List the background and experience of all principal members of your organization, including officers. *See attached
15. List the work to be performed by Subcontractors and summarize the dollar value of _____ each _____ Subcontract.
None
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated: 5/27/25

By: Valerie M. Dwyer
Signature

By: Valerie M. Dwyer, President
Printed Name

For: Arold Construction Co., Inc.

NON COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Dated: 5/27/25

By: Valerie M. Dwyer
Signature

By: Valerie M. Dwyer, President
Printed Name

Arold Construction Co., Inc.
For:

BID PROPOSAL

STATEMENT OF SURETY'S INTENT
(To be completed if Bid Security is to be
Certified or Bank Cashier's Check)

To: N/A
(Owner)

We have reviewed the Bid of _____
(Contractor)
of _____
(Address)

for _____

(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if or any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of _____.

Attest:

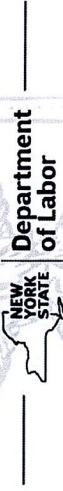
Attach Power of Attorney

Surety's Authorized Signature(s)

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

(This form must be completed prior to the submission of the bid

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Arold Construction Company, Inc.

51 Powder Mill Bridge Rd.

Kingston, New York 12401

Phone Number: 8453368753

Registration Number: 24-63ZE5-CR

Date of Issue: 2024-11-19

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of
Labor





51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401
(845) 336-8753 PHONE (845) 336-8245 FAX
www.aroldconstruction.com

CONSTRUCTION COMPANY, INC.

A CERTIFIED WBE & DBE CONTRACTOR

Contractor Qualification Information – Name Change***

We had been operating as Arold Paving Co., Inc. for 34 years. In October 2007, we amended our certificate with the state to change our name to Arold Construction Company, Inc. to better represent the wide variety of services we have been performing over the last several years. This was a name change only; our Federal ID number remains the same





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CONSTRUCTION COMPANY, INC.

A CERTIFIED WBE & DBE CONTRACTOR

2025 CIPP/CCTV References

Suburban Consulting Engineers
96 US Highway 206, Suite 101
Flanders, NJ 07836
973-398-1776 Ext. 2228
Michael McAloon

Onondaga County Collection System Director
7120 Henry Clay Blvd
Liverpool, NY 13088
(315) 956-4583
Ms. Emily Procopio

Remington & Vernick
232 Kings Highway East
Haddonfield, NJ 08033
856-795-9595 Ext. 1062
Dennis Yoder

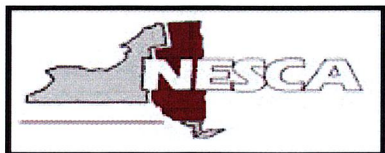
LaBerge Group
4 Computer Drive West
Albany, NY 12205
518-458-7112 Ext. 106
Ronald LaBerge

Ramboll
333 West Washington Street
Syracuse, NY 13202
315-440-5904
Mike Petrie

Brinnier & Larios P.C.
67 Maiden Lane
Kingston, NY 12401
845 338-7622
Dennis Larios or Joe Mihm

Clark Patterson Associates
900 Corporate Boulevard
Newburgh, NY 12550
(845) 220-7145
Tim Moot

GPI Engineering
80 Wolf Road, Suite 600
Albany, NY 12205
518-269-7942
Matthew Lavenia



AROLD
CONSTRUCTION COMPANY, INC.
A CERTIFIED WBE & DBE CONTRACTOR

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Current Jobs in Progress/Awarded						
Job	Contract Amount	Uncompleted Amt.	% Complete	Owner/Customer	Contact	Phone Number
Putnam Ctv. Wicopee Rd. Culvert Replacement	\$1,396,726.50	\$1,396,726.50	0%	Putnam County	Kenny Watson, BBL	845-801-3935
SUNY New Paltz North Turf Field Replacement	\$3,962,722.67	\$198,136.00	95%	State University of New York at New Paltz	Elissa Greene, SUNY New Paltz	845-257-3309
Woodbourne CF Q1822C Remove/Replace Fuel Oil Tanks	\$1,095,825.00	\$11,000.00	99%	NYS OGS		
Burlington County Pipe Lining Contract	\$3,223,125.00	\$2,417,343.00	25%	Burlington County, NJ	Jennifer Davis, Burlington Ctv.	609-702-7073
Town of Ulster Potable Water Storage Tank Replacement	\$1,196,240.00	\$12,000.00	99%	Town of Ulster, NY	John Davidson, Brinnier & Larios	845-338-7622
Town of Carmel Wide Water Storage Tank Rehab	\$2,624,850.00	\$787,000.00	70%	Town of Carmel, NY	Joe Zongol, Weston & Sampson	518-463-4400-6504
New Haverstraw Tank	\$2,202,875.00	\$770,000.00	65%	Veolia Water New York	Robert Vavonese, Statewide Aquastore	315-433-2782
D265154 1-88 Pavement and Bridge Rehab -UV CIPP	\$376,430.00	\$376,430.00	0%	NYS DOT	Dan Kleeschulte, Cobleskill Stone	518-234-0221
Port Ewen Water District Potable Water Storage Tank	\$2,835,465.00	\$1,418,000.00	50%	Port Ewen Water District	John Davidson, Brinnier & Larios	845-567-3100
Town of Newburgh- Levinson Heights-Old Post Rd. Water Main Extension	\$4,197,979.00	\$629,696.00	85%	Town of Newburgh, NY	MHE Engineering	
Syracuse Honeywell DRX Storm Drain Rehab	\$715,250.00	\$715,250.00	0%	Honeywell International, Inc.	Brian Patton, Jacobs	513-869-0887
Village of Wurtsboro Water Storage Tank	\$919,500.00	\$919,500.00	0%	Village of Wurtsboro, NY	Kevin Herren, Laberge Group	518-458-7112
New Windsor Birchwood and Butterhill Drainage Improvements	\$1,651,400.00	\$412,850.00	75%	Town of New Windsor, NY	MHE Engineering	845-567-3100
Queensbury Sanitary Sewer	\$290,375.00	\$3,000.00	99%	Town of Queensbury, NY	Jake Fogarty, Delaware Engineering	845-615-9232
CIPP Lining of Sanitary Sewer	\$733,540.00	\$185,000.00	75%	Port Washington Water Pollution District	D&B Engineers, Lisa Lautato	516-364-9890
Camp Smith Sitework	\$393,535.00	\$393,535.00	0%	NYS OGS	Amos Dicob, Vinco Builders	845-520-9566
TOTAL UNCOMPLETED WORK	\$27,815,838	\$10,645,467				



ION COMPANY, INC.

Completed Projects	Contract Amount	Date Complete	Owner	Contact	Phone Number
Job					
Hudson Cliffs State Park- Sojourner Truth Tree Removal	\$350,735.00	2025	NYSOPRHP	Trevor Saksa, NYSOPRHP	845-889-3851
Metro 78 Annex Phase I Clarified UV CIPP	\$596,595.00	2025	Onondaga County	Brad Falter, Falter Construction	315-422-3016
Rt. 14, Seneca Falls Sanitary Sewer	\$225,550.00	2025	Town of Seneca Falls, NY	Madalvin Benson, Barton & Loguidice	315-457-5200
Village of Brewster Oak St. Stormwater Rehabilitation	\$298,300.00	2025	Village of Brewster, NY	Todd Atkinson, J. Robert Folchetti	845-363-1560
Hudson Cliffs State Park- Sojourner Truth Tree Removal	\$350,735.00	2025	NYSOPRHP	Trevor Saksa, NYSOPRHP	845-889-3851
Village of Brewster Oak St. Stormwater Rehabilitation	\$298,300.00	2024	Village of Brewster, NY	Todd Atkinson, J. Robert Folchetti	845-363-1560
Rt. 14, Seneca Falls Sanitary Sewer	\$225,550.00	2024	Town of Seneca Falls, NY	Madalvin Benson, Barton & Loguidice	315-457-5200
47069-C Todd Hill Restroom Addition	\$1,996,757.00	2024	NYS OGS	Karen Gaston	karen.gaston@ogs.ny.gov
PIN 8758.04 Kingston Rail Trail	\$3,060,930.00	2024	County of Ulster/NYS DOT	Dan Gosselin, P. E. Barton & Loguidice	518-218-1801
Long Branch, NJ Sanitary Sewer Railroad Crossing Lining Project	\$547,250.00	2024	Borough of Long Branch, NJ	Susan Brasfield, PE, Colliers Engineering	877-627-3772
Town of Carmel Birch Rd. Drainage Rehab CIPP	\$697,000.00	2024	Town of Carmel, NY	John Folchetti, J. Robert Folchetti & Assoc	845-363-1560
West Seneca Phase 8 Sanitary Sewer Improvements	\$404,945.00	2024	Town of West Seneca, NY	Gina Lehigh, United Survey, Inc.	440-823-2945
BTMUA Sanitary Sewer Manhole Rehab	\$1,364,590.00	2024	Brick Township Municipal Utility Authority	Brandon Molte, JVS Industrial	732-540-6867
D265083 Culvert Rehab/Replacement	\$533,840.00	2024	NYS DOT	Garrett Halstead, Slate Hill	345-672-8055
Highland CSD Bus Garage, Basketball Courts, Sidewalks	\$587,507.00	2024	Highland CSD	Amos Dicoib, Vinco Bldrs.	845-520-9566
Harlem Valley Rail Trail D006182	\$1,515,867.00	2024	NYSOPRHP	Dan Seymour	845-889-3849
44992 Otisville CF Replace High Voltage Electric	\$424,605.00	2024	NYS OGS	M Scher & OCS	518-462-5544
Pulaski Pool Sitemap	\$1,232,083.00	2024	City of Poughkeepsie	Anthony Ferrari, Ferrari & Sons, Inc.	845-452-0387
Highland Falls Watermain Project	\$3,360,450.00	2024	Village of Highland Falls	Todd Atkinson, J. Robert Folchetti & Assoc	845-363-1560
Brewster Green Lot Box Culvert Replacement	\$709,505.00	2024	Village of Brewster, NY	John Folchetti, J. Robert Folchetti & Assoc.	845-363-1560
Washington Township CCTV Inspection	\$154,900.00	2024	Washington Township, NJ MUA	Suburban Consulting Engineers	
Devereux Behavioral Health Water Storage Tank Replacement	\$2,835,465.00	2024	Devereux Behavioral Health	Pierre Brissette, LaBella Associates	845-454-3980
44992 Otisville CF Replace High Voltage Electric	\$424,605.00	2024	NYS OGS	M Scher & OCS	518-462-5544
Bedford Hills CF OGS 45161-H Excavation	\$482,500.00	2024	NYS OGS	Devin Knox, S&O Construction Services	845-635-2916
City of Syracuse Morningside Reservoir Pipe Repairs	\$380,000.00	2024	City of Syracuse, NY	Andrew Lane, JJ Lane	315-478-0971
Queensbury Rt. 9 Culvert Lining	\$1,092,885.21	2024	Peter Luizzi & Bros Contracting	Kate Bento, Luizzi Brothers	518-461-8030
Olana State Historic Site Parking Relocation & Dam Spillway Rehab	\$1,983,612.00	2024	NYS OPRHP	Dan Seymour	845-889-3849
Village of Highland Falls Ondaora Parkway Stormwater Rehabilitation	\$2,532,860.00	2024	Village of Highland Falls	Todd Atkinson, J. Robert Folchetti Assoc	845-363-1560
Beechwood & Elmwood Rd. Sewer Rehabilitations	\$673,372.00	2023	Florham Park, NJ Sewer Utility	Suzanne Herold, Florham Park SWU	973-377-1330
2022 Sanitary Sewer Main Rehabilitation, Wenonah, NJ	\$665,490.00	2023	Borough of Wenonah, NJ	Robert Wells, Suburban Consulting	973-398-1776
M3132-C Greenhaven CF Replace Rear Gate Vehicle Compound	\$1,392,435.00	2023	NYS OGS	Sean O'Rourke	845-227-3829
Chatham- Provide Salt Storage Bldg. - Sitemap	\$2,085,918.00	2023	NYS OGS	Dan McCormack	518-822-1931
D005802 Norrie Point Septic Improvements	\$834,146.62	2023	NYS OPRHP	Oleg Koval	518-450-9055
M3132-C Greenhaven CF Replace Rear Gate Vehicle Compound	\$1,392,435.00	2023	NYS OGS	Sean O'Rourke	845-227-3829
44992 Otisville CF Replace High Voltage Electric	\$424,605.00	2023	NYS OGS	M Scher & OCS	
Bedford Hills CF OGS 45161-H Excavation	\$482,500.00	2023	NYS OGS	Devin Knox, S&O Construction Services	845-635-2916
Chatham- Provide Salt Storage Bldg. - Sitemap	\$1,969,390.00	2023	NYS OGS	Dan McCormack	518-822-1931
Village of Tuxedo Sub Basins and Sanitary Sewer Repairs	\$359,918.00	2023	Village of Tuxedo	Deborah Matthews	845-351-4745
Rosendale Tennis Courts	\$632,753.00	2023	Town of Rosendale	Jeanne Walsh, Town of Rosendale	845-658-3159
Town of Cornwall Contract 2G- I&I and Surcharging Mitigation	\$870,870.00	2023	Town of Cornwall	Quinn Mullarkey, MHE Engineering	845-567-3100
M3132-C Greenhaven CF Replace Rear Gate Vehicle Compound	\$1,392,435.00	2023	NYS OGS	Sean O'Rourke	845-227-3829
Highland Falls Ondaora Park Wastewater Collection System Rehab	\$1,493,800.00	2023	Village of Highland Falls	John Folchetti, J. Robert Folchetti & Assoc	845-363-1560
44992 Otisville CF Replace High Voltage Electric	\$424,605.00	2022	NYS OGS	M Scher & OCS	
Bethel Kauneonga Lake Sewer District Phases 3 & 4-	\$594,293.00	2022	Town of Bethel	Melinda Kwok, KC Engineering	845-931-2939
47005-C Rockland PC- Rehabilitate Roadway, Sidewalk & Parking Lot, Bldg. 57	\$1,565,927.00	2022	NYS OGS	Everett Hothouse, NYS OGS	845-365-0730
Sauquoit Creek Force Main Upgrades- Contract No. C-4 General Construction	\$583,160.00	2022	County of Oneida	Steven Garrett, Marcellus Construction	315-232-2847

OWNED EQUIPMENT INVENTORY LISTING

DESCRIPTION:

2016 Hyundai Excavator HX380L
 2016 CAT Excavator 316FL
 2008 Terex Excavator w/Atlas Cop Hammer
 2016 Cat Excavator 305E2
 2002 J.D. 200C LC EXCAVATOR
 2015 Hyundai 80CR
 2005 CAT Excavator 330
 2006 CAT Excavator 315
 2008 CAT Excavator 315
 2011 CAT Excavator 320D
 2014 CAT Excavator 308E
 1992 J.D. 544E LOADER
 2005 John Deere 544 Loader
 2010 John Deere 544 Loader
 2012 John Deere 544 Loader
 2015 John Deere 544K Loader
 1999 J.D. 450D BULLDOZER
 1999 CAT D6R BULLDOZER
 2016 CAT D3K2 XL BULLDOZER
 2022 Takeuchi TL-12V2 Skidsteer
 2016 Takeuchi TL-10V2 Skidsteer
 2016 Takeuchi TL-10 Skidsteer
 2007 Track Loader Bob Cat (Skid Steer)
 2017 Sakai SW502W-1 Roller
 2017 CT40S Corniver Roller
 2016 Sakai 320 Roller
 2016 Multiquip 1 Ton Roller R 2000 M
 2015 Dynapac Vibratory Roller
 2014 Voegel 5100-2 Track Paver
 2005 Ingersoll-Rand DD-112HF Roller
 1988 I.R. SP-48 ROLLER
 2013 Weber Plate Compactor
 2013 Weber Plate Compactor
 2011 Weber Plate Compactor
 2008 Weber Plate Compactor
 2008 Weber Plate Compactor
 2016 T-120T-39 Finn Hydroseeder S/N ML-3892
 2016 NEALCO Tack Wagon HTL-760-T
 2016 BRADCO 30" Milling Attachment
 2021 Genie 844 Lull
 2019 Doosan P425/HP375 Air Compressor
 2015 Atlas Copco 185 Compressor
 2019 Polaris Ranger XP
 2012 Gomaco Bridge Deck Finisher
 2011 John Deere Tractor
 2007 Straw Blower
 2005 Extac Robotrac (Screening Plant)
 1986 SULLAIR 185 COMPRESSOR
 BROCE BROOM
 1973 J.D. 570 GRADER
TRACTORS/DUMP TRUCKS
 2023 Western Star Dump (T-82)
 2023 Western Star Tractor (T81)
 2005 INTERNATIONAL 9900 TRACTOR (T79)
 2021 Western Star Dump (T-75)
 2021 Western Star Dump (T-74)
 2018 Western Star Dump (T-71)
 2018 Western Star Dump (T-72)
 2017 Western Star Dump (T-73)
 2016 Western Star Tractor (T80)
 1999 I.H. PAYSTAR 5000 DUMP (T78)
 1997 I.H. PAYSTAR 5000 DUMP (T77)
 1996 I.H. PAYSTAR 5000 DUMP (T76)

TRAILERS

2023 CAM Superline 8 Ton Trailer (4223) (26)
 2023 CAM Superline 8 Ton Trailer (4225) (25)
 2023 Big Tex 18' Trailer (Jetter) (24)
 2022 US Cargo Trailer (Benny) (23)
 2022 US Cargo Trailer (Tom P JR) (22)
 2022 Cam Superline 25 Ton Trailer (21)
 2021 XL Specialized 55 Ton Lowboy (20)
 2021 US Cargo Trailer (Barry) (18)
 2021 US Cargo Trailer (Matt B.) (18)
 2020 Big Tex Landscape Trailer (9)
 2020 CAM Superline 7 Ton Trailer (17)
 2019 Sure Trac Cargo Trailer (16)
 2018 Load Dump Trailer (Jimmy) (15)
 2018 Cam Superline 25 Ton Trailer (14)
 2017 Cam Superline 25 Ton Trailer (13)
 2017 Cam Superline 25 Ton Trailer (12)
 2016 Cam Superline 7 Ton Trailer (11)
 2016 US Cargo Trailer (Jon A) (10)
 2006 MONTONE DUMP TRAILER (5)

SERVICE TRUCKS

SERVICE TRUCKS

2024 Dodge Ram 2500 (T-55 Benny)
 2024 Dodge Ram 2500 (T-65 Barry)
 2024 Dodge Ram 2500 (T-60 Shane)
 2022 Dodge Ram 3500 (T-20 Ryan)
 2022 Dodge Ram 2500 (T-37 Tom Hughes)
 2022 Dodge Ram 2500 (T-25 Tom P JR)
 2022 Dodge Ram 2500 (T-26 Matt B)
 2022 Dodge Ram 2500 (T-27 Jimmy)
 2022 Dodge Ram 1500 (T-40 Rian Baker)
 2021 Dodge Ram 2500 (T-36 Drew)
 2019 Dodge Ram 2500 (T-35 Matt)
 2019 Dodge Ram 2500 (T-69 Spare)
 2019 Dodge Ram 2500 (T-15 Jon A)
 2019 Dodge Ram 2500 (T-10 Tom P Sr.)
 2019 Kenworth Mechanic Truck (T-100)
 2018 Dodge Ram 3500 (T-50)
 2016 Dodge Ram 3500 Chassis (T-45)

2022 Western Star Vac. Truck No. 9
 2020 Western Star Vac. Truck No. 8
 2022 Western Star Vac. Truck No. 5
 2019 Western Star Vac. Truck No. 6
 2020 Western Star Vac. Truck No. 7
 2019 Western Star Vac. Truck No. 10
 2022 Western Star Vac. Truck No. 11

VARIOUS TRENCHLESS

2024 Western Star Crane (Boom) Truck (T-99)
 2023 Dodge Ram 5500 Camera Truck 5 (T-87)
 2023 Dodge Ram 5500 Camera Truck 3 (T-89)
 2022 Western Star Hook Truck (T101)
 2021 Western Star Reefer Truck (T95)
 2019 Dodge Promaster 3500 - RoverX Envirosight Camera Truck 2 (T-90) Doug
 2019 Dodge Promaster 3500 Box - RoverX Envirosight Camera Truck 4 (T-88) Mogan
 2018 Allentown Magnum Putzmeister Concrete Pump
 2017 Dodge Ram 5500 -Cutter Truck (T-97)
 2017 Dodge Promaster 3500 - RoverX Envirosight Camera Truck 1 (T-91) Schmeisser
 2017 Great Dane Reefer Trailer 1
 2016 Great Dane Reefer Trailer 2
 2012 ISUZU Generator (2008 Steam Boiler)
 2012 Allentown Magnum Putzmeister Concrete Pump
 2011 Atlas Air Compressor (2008 Steam Boiler)
 2008 Kenworth T300 Boiler Truck (T-98)
 2007 Sterling Crane Truck (T99)
 1993 Freightliner F120 Van Boiler Truck (T93)

Company Information & Resume

Arold Paving Company Inc. has been in business since 1973 and was incorporated under the laws of New York State in 1983. In October 2007, we amended our certificate with the state to change our name to Arold Construction Company, Inc. We are still operating under the same federal identification number; this was only a name change to better represent the wide range of services we have been performing for the last several years. In February of 2012, we acquired some equipment from Lash Contracting, Inc. and hired key employees from their business to begin a trenchless division which includes trenchless pipe and manhole lining as well as utility line inspection.

Our key personnel qualifications and experience is as follows:

Valerie Arold Dwyer, President & Treasurer/Manager of Business Operations

Bachelor's Degree in Accounting and licensed Certified Public Accountant in the State of Massachusetts. She previously practiced as a CPA with PricewaterhouseCoopers in their Boston office before transferring to their Albany, NY Office. Val began working for the Company in 2004 and uses her financial background to oversee and manage all business operations.

Ryan Arold, Vice President/Corporate Secretary

Associates Degree in Civil Engineering and over 20 years of experience at various levels for Arold Construction. Areas of expertise include estimating and project management of commercial paving and road repair, sewer and water lines, sidewalks and curbing, demolitions, drainage improvements, grading, athletic playing fields including artificial turf, pump stations, water and sewer treatment, trenchless pipe & manhole lining, and utility line inspection. Ryan currently sits on several ASTM International committees in order to establish standards for the trenchless industry.

Matthew Gardiner, Project Manager/Estimator

Bachelor's Degree in Construction Management. Over 10 years of experience in the trenchless rehabilitation industry, specializing in CIPP small and large diameter with steam and water cure. Grouting of mainline joints and lateral connections; PACP certified for CCTV and Clean.

Rian Baker, Project Manager/Estimator

Bachelor's Degree in Mechanical Engineering. Over 5 years of experience with various construction and restoration projects. He specializes in project management and estimating of site work, paving, drainage improvements, sewer and water repairs, sidewalks and curbing.

Thomas Petersen, Project Manager

Superintendent for Arold for 30+ years. Specializes in site work, drainage improvements, sewer and water lines, grading, sidewalks and curbing.

Barry Kaiser, Superintendent

Superintendent for Arold for 22 years. Specializes in road paving/commercial paving, road repair, site work, drainage, tennis courts and grading.

Benjamin Felshaw, Superintendent

Superintendent for 12 years overseeing all facets of Trenchless Technology installations. Ben has worked in trenchless pipeline installation for over 15 years.



TOWN OF ORANGETOWN
2025 MAY 29 A 10:09
TOWN CLERK'S OFFICE

Arold Construction Co., Inc.
51 Powder Mill Bridge Road
Kingston, New York 12401

Bid Enclosed- ITB-DEME-003-2025

Gilbert Ave. Sanitary Sewer Rehabilitation CIPP

Bid due Thursday 5/29/25 @ 10:30am

Town Clerk, Town of Orangetown
26 Orangeburg Rd.
Orangeburg, NY 10962

RECEIVED

MAY 14 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT #

25-SP-019



EVENT NAME: St John Henry Newman Parish - Eucharistic Procession

APPLICANT NAME: Fr. Thomas Kunnel

ADDRESS: 120 Kings Highway/ Tappan, NY 10983

PHONE #: 845-359-1230

CELL #: 845-608-9358

FAX #

CHECK ONE: PARADE

RACE/RUN/WALK



OTHER

The above event will be held on 6/22/2025 from 9:50 AM to 10:30 AM RAIN DATE: None

Location of event: Kings Highway/ Washington St./ Conklin Ave. / Tappan, NY 10983

Sponsored by: Piermont knights of Columbus

Telephone #: 845-304-8849

Address: 411 Washington St / Tappan, NY 10983

Estimated # of persons participating in event: 60+

vehicles

0

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

Ernest Rispoli / 411 Washington St / Tappan, NY 10983

Signature of Applicant

Ernest Rispoli

Date:

5/12/2025

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On:

5/14/25

Certificate of Insurance - Received On:

5/22/25

Hold Harmless Agreement - Received On:

5/14/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N - Received On:

5/14/25

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

5/12/25

NYS DOT Permit: Y/N - Received On:

X

Route/Map/Parking Plan: Y/N - Received On:

5/14/25

RFS #:

63368

BARRICADES: Y/N

CONES: Y/N

TRASH BARRELS: Y/N OTHER:

APPROVED:

James P. Dean
Superintendent of Highways

DATE:

5.14.25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N - Application Required:

Fee Paid - Amount/Check #

Port-a-Sans: Y/N

Other:

APPROVED:

C. J. B.
Superintendent of Parks & Recreation

DATE:

5/20/25

FOR POLICE DEPARTMENT USE ONLY:

Police Details: Y/N

Items:

APPROVED:

Sgt. Mark
Chief of Police

DATE:

5/21/25

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

Workshop Agenda Date:

Approved On:

TBR #:

RECEIVED

MAY 22 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

MAY 14 2025
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME Fr. Thomas Kunnel DATE 5/12/2025
COMPANY St. John enry Newman Parish
ADDRESS 120 Kings Highway/ Tappan, NY 10983
TELEPHONE 845-359-1230 // 845-304-8849
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

Kings Highway / Washington St. / Conklin Ave / Tappan, NY

(Address number and name of road)

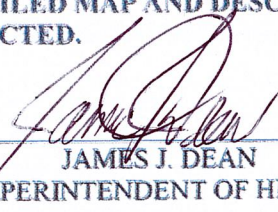
Kings Highway and Washington St. // Wahington and Conklin Ave (see attached map)

(Intersecting streets and/or description of exact location)

REASON FOR USE Eucharistic Procession

DATE OF USE 6/22/2025 RAIN DATE None
TIME ROAD WILL BE USED 9:50 AM
WILL ROAD BE OPEN TO LOCAL TRAFFIC? After 10:30 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  DATE 5-14-25
JAMES J. DEAN BO 5/13/25
SUPERINTENDENT OF HIGHWAYS

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

8-13-02hjd

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



CLEAN STREETS - CLEAN STREAMS

Parish of St. John Henry Newman
120 Kings Highway, Tappan, NY 10983
www.stjohnnewman.org



RECEIVED

MAY 14 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

Re: Request for permit for procession – if needed

The Parish of St. John Henry Newman (Our lady of the Sacred Heart and St. Johns) is holding a Eucharistic Procession on June 22nd beginning at 9:50 and ending at 10:30. The procession will consist of around sixty persons. It will depart from the Parking lot of OLSH and travel west along Kings Highway to the intersection of Washington street. There turning east until Conklin Avenue; Then, turning north and crossing Kings highway back to the parking lot of OLSH. It is estimated that the time on each section of roadway will be no more than ten or fifteen minutes. 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 Ernest Rispoli: 845-304-8849 ernris@gmail.com

Yours truly,

Fr. Thomas Kunnel

Pastor St. John Henry Newman

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

The Parish of St. John Henry Newman, with an address of 120 Kings Highway/ Tappan, NY 10983, 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]: Eucharistic procession on the streets of Tappan.

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.

THOMAS KUNNEL Thomas Kunnel
(Entity Name:) Type text here

By: [Signature]

Sworn to before me this 15th day
of may, 2025

[Signature]
Notary Public

LISA A. DENTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6210595
Qualified in Westchester County
Commission Expires August 24, 2025



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

21 to 26 minutes with short stop at green and walking two mph
intersections: 1. left - parking lot and kings highway 2. straight- kings highway and
greenbush 3. left Kings highway/ Old tappan Road - Washington Ave (traffic Light)



No detour required. The orangetown police will provide a temporary traffic stoppage of under five minutes for the safety of approximate 60 persons to walk on Washington St from Main St to Conklin Ave. Emergency vehicle access will be available at all times.

✓ APPROVED

ROCKLAND COUNTY HIGHWAY DEPARTMENT

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

RECEIVED
MAY 14 2025
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

Name of Event: St. John Henry Newman Parish Eucharistic Procession

Date (s): 6/22/2025 Time (s): 9:50-10:25 No. of Participants: +/- 60

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)
Kings Highway	Tappan
Washington St	Tappan
Conklin Ave	Tappan

Applicant Information:

St John Henry Newman Parish

Applicant (individual, organization, group)

120 Kings Highway

Mailing Address

Tappan, NY 10983

City, State, Zip Code

Email Address

Ernest Rispoli

Authorized Representative (if different from Applicant)

845-304-8849

Telephone Number (including area code)

Same

Cell Phone Number (including area code)

ernris@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

Personel: Traffic-line of march coordinators, Police auxilliary; Knights of Columbus Volunteers cleanup

ACCEPTED

- **Detours** (provide map of detour, show detour sign/police locations, etc.)
See attached route map and description
- **Pre-Event Public Notification** (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)
Pulpit announcements: Parish Bulletins; Flyers handed out at Masses
- **Coordination** (describe coordination with local police/municipalities/emergency services/other entities)
Ernest Rispoli- Piermont Knights of Columbus
Capt. Michael Shannon - Police
Tappan Fire Association
- **Emergency Services** (describe how emergency services will be provided during the event for event participants and spectators)
Glenn Albin/ Pete Rolmisher 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)
There will be transporters before and after event to bring non-walkers to specified locations


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 <40 minutes Total Amount \$ 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.)

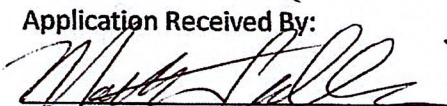
Acknowledgement: On behalf of the Applicant, I hereby request a road use/close permit, and do acknowledge and agree to the responsibilities of applicant and obligations set forth in this permit and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto.


Applicant's Representative's Signature




5/9/2025
Date

Application Received By:


RCHD Representative's Signature

5/12/2025
Date

Application Approved By:

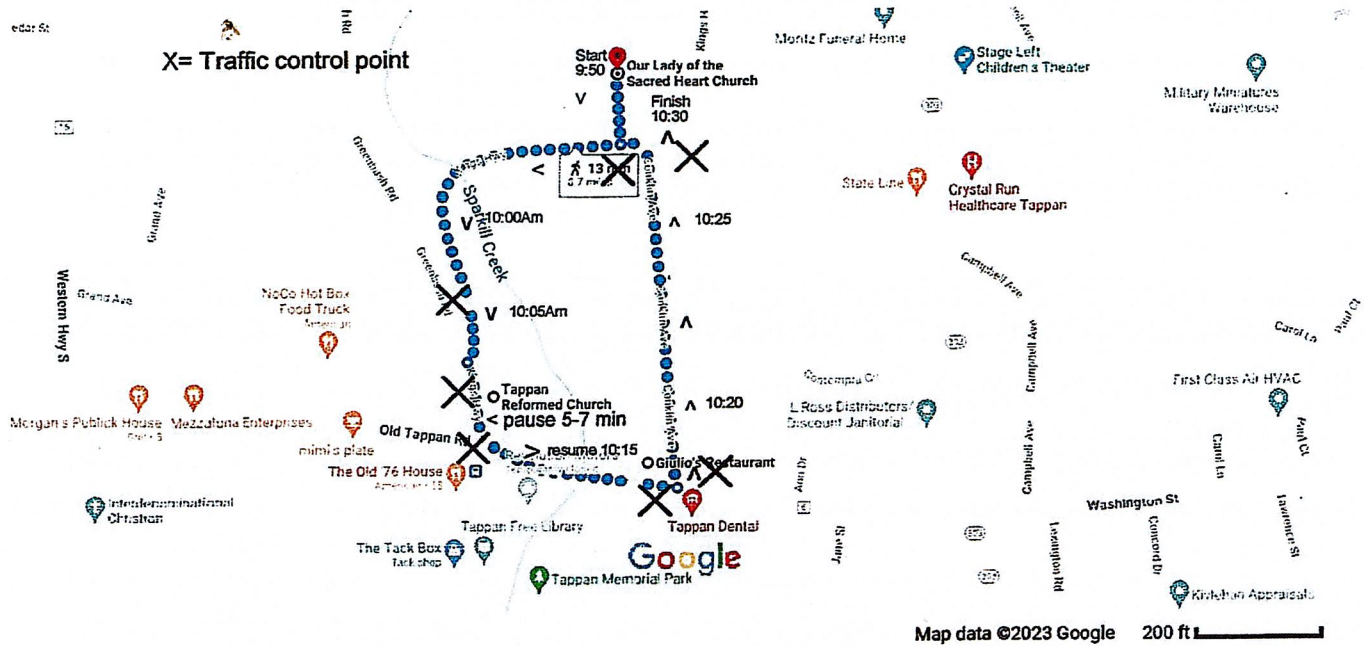

RCHD Superintendent of Highways

5/12/25
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.

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

21 to 26 minutes with short stop at green and walking two mph
intersections: 1. left - parking lot and kings highway 2. straight- kings highway and
greenbush 3. left Kings highway/ Old tappan Road - Washington Ave (traffic Light)



No detour required. The orangetown police will provide a temporary traffic stoppage of under five minutes for the safety of approximate 60 persons to walk on Washington St from Main St to Conklin Ave. Emergency vehicle access will be available at all times.



Parish of St. John Henry Newman

120 Kings Highway, Tappan, NY 10983

www.stjohnnewman.org

5/9/2025

To: Town of Orangetown Board

Town of Orangetown Highway

Town of Orangetown Police

County of Rockland Highway

Re: Request for permit for procession – if needed

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We respectfully request the assistance of all appropriate offices including the Orangetown Police, Highway and EMT.

Our contact and coordinator for this event is Ernest Rispoli: 845-304-8849 ernris@gmail.com

Yours truly,

Fr. Thomas Kunnel

Pastor St. John Henry Newman

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

Certificate of Coverage

Date: 5/20/2025

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.

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

Company Affording Coverage

RECEIVED

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

MAY 22 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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 Corpus Christi religious procession on June 22, 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

042299

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement	6/22/2025	Charge	Credit
Cancellation Date of Endorsement	6/23/2025		
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 Corpus Christi religious procession on June 22, 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.



Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance * COI for Showmobile 2025.pdf

440.41KB

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

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

Additional Requirements:

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

Showmobile Application

Event Information

Event/Festival Name * Rockland BOCES PTECH Graduation

Event Location Name * Tappan Zee Elementary School

Event Address *

Street Address
561 Route 9W
Address Line 2
City
Piermont
State / Province / Region
NY
Postal / Zip Code
10968
Country
USA

Setup Date & Time * 6/23/2025
01:00:00 PM

Take-Down Date & Time * 6/24/2025
12:00:00 PM

Stair Arrangement *

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

Set-up Info *

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

Will be used for high school graduation.

Placement *

☐ Pavement
☒ Grass/Field
☐ Other

Applicant Information

Applicant's Name * Tim Adams, Director of Facilities

Organization Name * Rockland BOCES

Organization Address * 65 Parrott Rd.

Organization City * West Nyack

Organization State * NY

Phone (w) * 845-627-4752

Phone (c) * 845-721-2752

Email * tadams@rboces.org

Signature *

TIM ADAMS

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

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

*

☒ I accept the terms and conditions

Date

6/3/2025

09:26:28 AM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2025

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 NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: New York Schools Insurance Reciprocal NAIC # 34843
INSURED Rockland County - BOCES 65 Parrott Rd West Nyack, NY 10994	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SSP BOR 001	07/01/2024	07/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ECL BOR 001	07/01/2024	07/01/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$30,000,000 \$
	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 <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - use of Showmobile for the PTECH Graduation during the policy period.

Date: June 24, 2025

CERTIFICATE HOLDERTown of Orangetown
Orangetown Town Hall
26 Orangeburg Road
Orangeburg, NY 10962**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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The New York Schools Insurance Reciprocal

333 Earle Ovington Blvd., Suite 905 • Uniondale, NY, 11553-3624 • 1-800-1SNYSIR • (516) 227 3355 • Fax: (516) 227-2352

Named Insured Rockland County - BOCES		Endorsement Number 35
Policy Number SSP BOR 001	Policy Period 07/01/2024 - 07/01/2025	Effective Date of Endorsement 06/02/2025
Issued by (Name of Insurance Company) New York Schools Insurance Reciprocal		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

Form CG 20 26 04 13 has been added to include the following as an Additional Insured:

Town of Orangetown
Orangetown Town Hall
26 Orangeburg Road
Orangeburg, NY 10962

All other terms and conditions to remain the same

A handwritten signature in black ink, appearing to read "T. [unclear]", is written above a horizontal line.

Authorized Representative



Application for Showmobile Use

Showmobile Requirements

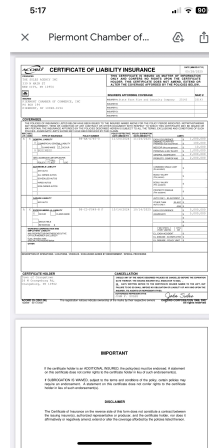
Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

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

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

Upload Certificate of Insurance* Screenshot 2025-05-28 at 5.17.45 PM.png

723.76KB



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

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).
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- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Aric Gorton at agorton@orangetown.com.

Additional Requirements:

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

Showmobile Application

Event Information

Event/Festival Name * Piermont Bastille Day

Event Location Name * Piermont NY

Event Address *

Street Address
Piermont avenue
Address Line 2
City
Piermont
Postal / Zip Code
10968

State / Province / Region
NY
Country
United States

Setup Date & Time * 7/12/2025
10:00:00 AM

Take-Down Date & Time * 7/12/2025
11:00:00 PM

Stair Arrangement *

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

Set-up Info *

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

For band for music

Placement *

☒ Pavement
☐ Grass/Field
☐ Other

Applicant Information

Applicant's Name * Daout Celestin

Organization Name * Piermont Chamber of Commerce

Organization Address * 482 Piermont Avenue

Organization City * Piermont

Organization State * NY

Phone (w) * 9145887742

Phone (c) * 9145887742

Email * chamberpresident02@gmail.com

Signature *



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

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

☒ I accept the terms and conditions

Date

5/28/2025

05:28:50 PM

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 6/5/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 6/10/2025 consists of 4 warrants for a total of \$2,391,892.54.

The first warrant had 19 vouchers for \$1,290,271 and had the following items of interest.

1. NYPA - \$21,237 for streetlight project.
2. NYS Dept. of Civil Service - \$1,041,573 for healthcare benefits.
3. Troon Golf - \$205,573 for GC maintenance contracts.

The second warrant had 19 vouchers for \$234,984 and was for utilities.

The third warrant had 14 vouchers for \$5,664 and was for utilities.

The fourth warrant had 206 vouchers for \$860,971 and includes the following items of interest.

1. Amchar Wholesale - \$11,940 for Police equipment.
2. Capital Industries - \$95,729 for demolition of old town hall.
3. Corsi Tire - \$7,872 for Highway tires.
4. De Lage Landen - \$24,868 for golf cart leases.
5. Eco-Quip - \$66,505 for Parks equipment (grant monies).
6. Fleetpride - \$6,982 for Highway equipment.
7. Global Montello Group Corp - \$35,543 for fuel.
8. Keane & Beane - \$11,906 for outside counsel.
9. Kuehne Chemical Co. - \$8,265 for sewer chemicals.
10. Munis - \$19,695 for payroll software.

11. O'Sullivan Tree Care - \$163,400 for Blue Hill tree removal.
12. Pace Analytical Services - \$16,508 for Sewer chemical testing.
13. Proverde Services LLC - \$12,959 for salt shed demolition (Highway).
14. Rockland County Solid Waste – \$5,006 for waste removal.
15. Sealcoat USA - \$56,580 for crack seal in Parks (bonded).
16. Shi International - \$45,026 for IT equipment.
17. Slack Chemical Co. - \$21,437 for Sewer chemicals.
18. State Comptroller - \$44,464 for Justice fines.
19. Tilcon - \$17,574 for Highway materials.
20. Verde Electric - \$14,769 for retainage return.
21. Virtuit Systems - \$8,750 for backup services.
22. WW Grainger - \$8,254 for equipment (various departments).

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			
	051425	\$ 1,290,271.48	utilities/health benefits/streetlight project
	052125	\$ 234,984.93	utilities/employee benefits
	052825	\$ 5,664.83	utilities
	061025	\$ 860,971.30	2025 expenses
		\$ 2,391,892.54	

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