

**AGREEMENT**

**between**

**[LIBERTY PARKS AND PLAYGROUNDS INCORPORATED OR LIBERTY PARKS AND PLAYGROUNDS OF NEW YORK LLC]**

**and**

**TOWN OF ORANGETOWN**

**PLAYGROUND EQUIPMENT AND INSTALLATION**

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THIS AGREEMENT, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2025, by and between and the TOWN OF ORANGETOWN, a municipal corporation organized and existing under the laws of the State of New York, and having its principal office at 26 W. Orangeburg Road, Orangeburg, New York 10962 (“TOWN”), and [LIBERTY PARKS AND PLAYGROUNDS INCORPORATED OR LIBERTY PARKS AND PLAYGROUNDS OF NEW YORK LLC], a foreign company formed and existing under the laws of the State of \_\_\_\_\_, and otherwise authorized to do business in the State of New York, having offices located at 22 W. Vassar Avenue, Stratford, New Jersey 08084 (“CONTRACTOR”), both the TOWN and CONTRACTOR together sometimes referred to herein as the “parties.”

**WITNESSETH**

WHEREAS, the CONTRACTOR has the experience, expertise and knowledge necessary, and is otherwise qualified, to perform the services as hereinafter detailed.

WHEREAS, the TOWN desires to retain the CONTRACTOR and its associates and sub-consultants to provide all labor and materials to install playground equipment in accordance with the specifications provided by CONTRACTOR, and pursuant to an existing contract, that the CONTRACTOR is a party to, with Sourcewell, a political subdivision of the State of Minnesota and a BOCES as defined under New York State law, identified as Sourcewell Contract #010521-LTS, dated 02/15/2021, which contract was extended by a Contract Extension, dated 09/23/2023, both of which referred to herein together as “Sourcewell Contract #010521-LTS,” and which are attached hereto and incorporated by reference herein, and CONTRACTOR desires to perform such services for the TOWN pursuant to and under the same terms and conditions as set forth in the aforesaid contract.

WHEREAS, the TOWN is authorized by TOWN Code §1A-13(F), and NYS General Municipal Law (“GML”) §103(16), to “piggyback” certain purchases, including contracts for services, provided (i) the contract was available for use through the bid solicitation process, and (ii) the specific contract was issued in accordance with the provisions of GML §103.

WHEREAS, the TOWN has determined that Sourcewell Contract #010521-LTS has been made available for use by other governmental entities through the bid solicitation process, and said contract has been issued in accordance with the provisions of GML §103.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties agree as follows.

1. **SERVICES and COMMENCEMENT THEREOF.** CONTRACTOR agrees to furnish all labor and materials so as to install shade structures at the TOWN’s Veterans Memorial Park in Orangeburg, and at the TOWN’s Emilio DiFrancesco Park in Sparkill, and pursuant to CONTRACTOR’s existing Sourcewell Contract #010521-LTS, which documents are incorporated by reference herein, made a part hereof, and marked as “EXHIBIT A”.

CONTRACTOR shall commence the performance of the services required hereunder upon receipt of a copy of this fully executed Agreement from the TOWN, and the satisfaction of all insurance and other requirements.

2. **PAYMENT FOR SERVICES AND EXPENSES.** CONTRACTOR’s compensation for its services under this Agreement shall be as set forth in its Proposal made a part hereof (EXHIBIT A), as certified by the CONTRACTOR at the time such services are rendered. All work performed shall be scheduled and approved, in advance, through the TOWN’s Department of Parks and Recreation. The TOWN shall have no liability for work not expressly authorized in advance; and there shall be no additional compensation paid by the TOWN, for any services rendered by CONTRACTOR, in excess of the monetary amounts set forth herein, unless such additional compensation shall have been authorized and agreed to, in advance, in writing by the TOWN.

3. **TOWN’S RESPONSIBILITIES.** The TOWN shall designate a person to act as the TOWN’s representative with respect to this Agreement. Except with respect to those matters concerning which State or Local Law requires TOWN Board or other approval, the TOWN’s representative shall have complete authority to transmit instructions, receive information, interpret and define the TOWN’s policies and decisions with respect to this Agreement and CONTRACTOR’s services hereunder.

The TOWN, upon entering into this Agreement, shall provide CONTRACTOR such access, and other information in its possession, pertinent to the work to be performed, as may be necessary for CONTRACTOR to perform its services. CONTRACTOR may utilize TOWN provided documents and information as it deems necessary, and advisable, in performing the services required under this Agreement; provided, however, the TOWN makes no representation concerning the accuracy or completeness of such information, reports or other documents. In like manner, CONTRACTOR assumes no responsibility or liability for their accuracy or completeness unless CONTRACTOR, in its professional judgment, chooses to rely upon such information in rendering its services.

Subject to the reasonable needs of any employee, or other person occupying the areas of the TOWN involved in the work, the TOWN shall be responsible to arrange for access to such property as may be required in order for CONTRACTOR to perform its services under this Agreement.

4. **STANDARD OF CARE.** The services provided by CONTRACTOR under this Agreement shall be performed as required in accordance with those standards applicable to persons in the greater New York metropolitan area performing the services of the nature to be performed under this Agreement at the time when, and the place where, such services are rendered.

5. **INSURANCE.** During the course of the performance of its services under this Agreement, CONTRACTOR shall procure and maintain the following insurance coverage:

<u>Liability</u>	<u>Limits of Liability</u>
Workers’ Compensation & Employer’s Liability	Statutory
Comprehensive General Liability Combined – Single limit	\$1,000,000.00

Excess General Liability \$2,000,000.00

Automobile Liability \$1,000,000 per occurrence bodily injury / \$1,000,000 property

CONTRACTOR shall list the TOWN as an additional insured on the CONTRACTOR's Comprehensive General Liability and Excess General Liability policies, and furnish to the TOWN certificates of insurance reflecting the TOWN's status as such.

Certificates, and policies, of insurance acceptable to the TOWN shall contain a provision that coverages afforded under the policies shall not be cancelled, or allowed to expire or lapse, until at least fifteen (15) days' advance written notice has been given to the TOWN. Such policies shall further contain a Waiver of Subrogation provision in favor of the TOWN and its officials, officers, agents, inspectors and employees.

Notwithstanding the aforesaid dollar value of the insurance coverages required hereunder, CONTRACTOR's liability to the TOWN, or to any third party claiming against, by or through the TOWN, for CONTRACTOR's negligence, recklessness, carelessness, wrongful acts or omissions, or CONTRACTOR's professional errors or omissions, shall not be limited to the amounts recoverable from the aforementioned, or otherwise available, insurance coverages.

**6. INDEMNIFICATION.** CONTRACTOR shall defend and indemnify the TOWN, and hold the TOWN harmless, against any and all claims, demands, lawsuits, litigation, legal proceedings, judgments, arbitration awards, losses, damages, defense costs, attorneys' fees and expenses ("claims and costs"), which the TOWN may sustain, suffer, expend or incur because of injury to, or death of, persons, or damage to property, to the extent such claims and costs arise out of or result from, or are alleged to arise out of or result from, the CONTRACTOR's negligent, reckless, careless, wrongful or tortious acts or omissions in performing, or failing to perform, under the terms of this Agreement, except to the extent that such claims and costs arise out of the negligent, reckless, careless, wrongful or tortious acts or omissions of the TOWN. Nothing in this provision shall be construed as a modification or limitation of the insurance coverages prescribed in the preceding section of this Agreement. Nothing in this provision shall be construed as a limitation on the TOWN's right to recover from CONTRACTOR under any applicable theory in law or equity, including, but not limited to, implied indemnity and equitable apportionment. Additionally, CONTRACTOR shall be responsible and liable for all damages and/or injury to life or property due to, arising out of or resulting from acts or omissions of CONTRACTOR in connection with its services rendered under this Agreement. CONTRACTOR represents, covenants and promises that it possesses the experience, knowledge and skills necessary for the services to be performed in connection with this Agreement.

**7. SEVERABILITY.** If any of the terms and conditions of this Agreement shall be finally determined to be invalid, illegal or unenforceable, by a court of competent jurisdiction, in whole or in part, then the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. In such event, the parties further agree that they shall make a good faith attempt to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

8. **WAIVER.** The failure of CONTRACTOR or the TOWN, as the case may be, to insist upon, or to enforce, in any instance, strict performance by the other of any of the terms, provision or conditions of this Agreement, or to exercise any rights herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of its right to assert, or rely upon, any such terms, provisions, conditions or rights on any future occasion; nor shall same be construed as any waiver or relinquishment of its rights under any other provision of this Agreement.

9. **GOVERNING LAW AND VENUE FOR RESOLUTION OF DISPUTES.** Any dispute or controversy between the parties arising out of, or in connection with, this Agreement shall be subject to, and conclusively resolved in accordance with, the laws of the State of New York, and without giving effect to the conflict of laws provisions thereof. Venue for the resolution of any such dispute or controversy shall be the Supreme Court of the State of New York, County of Rockland.

10. **PREVAILING WAGES.** The wages and supplements to be paid to laborers, workmen or mechanics performing work under this Agreement shall be not less than the prevailing rate of wages, and supplements, as defined and determined by NYS Labor Law, or the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5), as applicable, a copy of which, as applicable, is attached hereto or to the Bid Documents.

11. **LIABILITY ONLY FOR MONIES BUDGETED.** This Agreement shall be deemed executory to the extent that the monies appropriated in the current budget of the Town for the purposes of this Agreement, and no liability shall be incurred by the Town, or any Department or Office thereof, beyond the monies budgeted and available for the purpose hereof.

12. **LOCAL LAWS AND RESOLUTIONS.** CONTRACTOR shall comply with all Local Laws and TOWN Board Resolutions applicable hereto, including all licensing requirements, if any, of the State, County and Town, and shall produce evidence of such licensing if, and as may be, requested by the TOWN.

13. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clauses required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein; and if, through mistake or oversight, or otherwise, any such provision is not inserted herein, or is not correctly inserted, then, upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. Such provisions include, but are not necessarily limited to, the following:

**A. Discrimination Prohibited**

- (a) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, in the hiring of employees for the performance of work under this Agreement, or any subcontract, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin.
- (c) There may be deducted from the amount payable to the CONTRACTOR by the

TOWN under this Agreement a penalty of fifty dollars for each person, for each calendar day during which such person was discriminated against, or intimidated, in violation of the provisions of this Agreement.

- (d) This Agreement may be cancelled or terminated by the TOWN, and all moneys due, or to become due, hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

### **B. Other Interests Prohibited**

No official of the TOWN, who is authorized in such capacity and on behalf of the TOWN, to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving, any engineering, inspection, construction or material supply contract, or any subcontract in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement, or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for, the TOWN, who is authorized in such capacity, and on behalf of the TOWN, to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly personally interested in this Agreement, or in any part hereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to this Agreement.

### **C. Statement of Non-Collusion**

By submission of its bid/proposal, CONTRACTOR represents and warrants that each person signing on behalf of CONTRACTOR 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 its knowledge and belief:

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

### **D. Anti-Kickback Clause**

CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the U.S. Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor, and subcontractor, shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation to which he is otherwise entitled. The TOWN shall report all suspected or reported violations.

### **E. Testimony by CONTRACTOR in Criminal Investigation and Proceedings**

It is understood and agreed by CONTRACTOR that, upon the refusal of CONTRACTOR, or if CONTRACTOR is a partnership or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to

testify concerning any transaction or contract had with New York State, any political subdivision thereof, a public authority or with any public department, agency or official of the State, or of any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids or to receiving awards from entering into any contract with the State, the County of Rockland, or municipality, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and
  
- (b) any and all contracts made with the State, the County of Rockland, or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the County of Rockland or municipality, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract, prior to the cancellation and termination, shall be paid.

**F. Hours of Work**

It is proposed that the work shall progress on the project every work day during the week, and continuously week by week, until the job is complete, except for holidays, and such days as weather or working conditions make work impractical in the opinion of the TOWN’s representative. Weekend work, or work during holidays, or night work after 5:00 PM, and earlier than 7:00 AM, shall not be performed without the prior consent of the TOWN, except in an emergency. Holidays observed by the TOWN include the following:

New Year’s Day	Labor Day
Dr. Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The work day for the TOWN, and its staff, begins at 9:00 AM, and ends at 5:00 PM. If CONTRACTOR wishes to prosecute any portion of the work outside of these hours, it shall first obtain prior permission from the TOWN, notifying the TOWN each time in advance, giving the TOWN ample time within which to schedule an inspector for the work.

The above stated hours of work shall not serve to release CONTRACTOR from gaining NYS Labor Department approval for hours in excess of a 40-hour week and eight-hour day.

14. **NOTICE AND SERVICE THEREOF.** The service of any notice, letter or other communication shall be deemed to have been made by one of the parties, on the other party, to this Agreement, when such letter, notice or other communication has been delivered to the office address of the addressee as noted in the first paragraph of this Agreement, by a duly authorized representative of the addressor in person; or when such notice, letter or other communication has been sent by United States Postal Service (“USPS”) Certified Mail Return Receipt Requested,

deposited in any regularly maintained USPS mail box, contained within a properly addressed postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or, if by USPS mail, then on the earlier of the date actually received as evidenced by the signed Return Receipt, or three business days after mailing.

15. **EXECUTION BY ELECTRONIC SIGNATURE AND IN COUNTERPART.** This Agreement, and any addenda or amendments thereto, may be executed in two, or more, counterparts, which all together shall constitute a single Agreement; and may be executed electronically/digitally, and transmitted to any other party via electronic mail (email) or facsimile (fax), which electronic/digital signature, and email or fax, shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document.

16. **SECTION HEADINGS NOT CONTROLLING.** The section headings in this Agreement have been noted for convenience of reference only, and shall not control, affect the meaning of, or be taken as an interpretation of, any provision of this Agreement.

17. **ADDITIONAL TERMS.** This Agreement expressly incorporates and includes the General Terms made a part of the Request for Proposal (RFP), if any, annexed hereto and made a part hereof (if any).

18. **AUTHORITY.** Each of the persons whose signatures appear on this Agreement represent that he/she has been duly authorized by appropriate action, of the entity which he/she represents, to bind such entity to the terms and obligations set forth herein.

19. **JURISDICTION AND LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The parties agree and consent to the jurisdiction of the Supreme Court of the State of New York, County of Rockland, with respect to any dispute arising under this Agreement.

20. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement, contract and understanding of the parties, and supersedes all prior agreements, contracts and understandings, oral or written, between the parties, with respect to the subject of this Agreement; and this Agreement may not be amended or modified, except by a document, in writing, signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF ORANGETOWN

By: \_\_\_\_\_  
Teresa M. Kenny, Supervisor  
Town Board Resolution #2024-445; as Amended by Town Board Resolution #2025-100

[LIBERTY PARKS AND PLAYGROUNDS INCORPORATED OR LIBERTY PARKS AND PLAYGROUNDS OF NEW YORK LLC]

By: \_\_\_\_\_

STATE OF NEW YORK )

ss:

COUNTY OF ROCKLAND )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared TERESA M. KENNY, to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that he knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that he signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )

ss:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF TOWN ATTORNEY**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert V. Magrino, Town Attorney

**COUNTY OF ROCKLAND INTERMUNICIPAL AGREEMENT**  
**GRANT FOR SIDEWALK CONSTRUCTION PROJECT**  
[Town/Village] of \_\_\_\_\_

This INTERMUNICIPAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of \_\_\_\_\_, 2025, by and between

the COUNTY OF ROCKLAND (the “County”)  
11 New Hempstead Rd.  
New City, NY 10956

and

[TOWN/VILLAGE NAME] (the “Municipality”)  
[ADDRESS]

WHEREAS, pursuant to Article 5-G of the New York General Municipal Law, municipal corporations are empowered to enter into agreements for the performance of their respective functions, powers, and duties on a cooperative basis; and

WHEREAS, the County and the Municipality desire to cooperate in the construction of sidewalks within the Municipality's jurisdiction along County of Rockland Roads for the mutual benefit of their respective constituents; and

WHEREAS, the County has agreed to provide grant funds to the Municipality for the purpose of constructing said sidewalks; and

WHEREAS, the parties hereto desire to set forth their respective rights and obligations with respect to the sidewalk construction project and the associated grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“Assigned Legislator” – A Legislator whose district encompasses all or part of a Municipality in which a Project is occurring and who has approval authority, as described below, of the scope and funding of each Project within the Legislator’s District.

“Covered costs” or “covered expenses” – include costs or expenses incurred in completing a “Project,” that is reimbursable under this agreement. The County Superintendent of Highways

will be the final arbiter to decide whether costs submitted by the Municipality fall within the definition of “Project” and whether they are a “covered cost” or “covered expense.” These costs are restricted to:

- (i) engineering and design costs,
- (ii) construction labor,
- (iii) environmental review,
- (iv) materials necessary for the actual construction of sidewalks and sidewalk adjacent curbing, structures, signage and painting for crosswalks, and
- (v) the actual purchase price of real property interests, e.g. fee title, or for permanent or temporary easements.

“District” or “Legislative District” – The Legislative Districts of the County Legislators as such Districts are defined in the Laws of Rockland County, Chapter 5, *Administrative Code*, § 5-7, *County Legislature; districts; qualification of members*; and Chapter 101, *Legislature, County*, § 101-7, *Composition of County Legislature; residency requirements*.

“Project” – Each Project must be contained wholly within a Project Area. Projects must be constituted of contiguous lengths of sidewalk in a Project Area and required appurtenant structures which must be constituted of a continuous pedestrian walkway constructed to New York State Department of Transportation guidelines for sidewalk construction, without gaps, interruptions, or separations along a specified corridor or path. Breaks necessitated by perpendicular roadways or driveways do not violate the contiguous nature of the Project. Appurtenant structures shall mean any structures necessary to construct the sidewalk along the roadway.

“Project Area” – An area that is concurrently within both a specific Municipality and a specific Legislative District.

“Sidewalk” – Included are materials necessary for the actual construction of sidewalks and sidewalk adjacent curbing, structures, signage and painting (such as crosswalks) for a specified location.

“Allocated Grant Funds” - the sum to be provided by the County to the Municipality for Projects in the Legislative Districts wholly or partially in the Municipality, as determined in accordance with Section 3.1 of this Agreement.

“Force Majeure Event” - any act, event, or condition beyond the reasonable control of a party that prevents or delays that party from performing its obligations under this Agreement, including but not limited to: acts of God; fires; floods; earthquakes; wars; civil disturbances; sabotage; accidents; labor disputes; shortages of labor, fuel, raw materials, or equipment; governmental actions; and pandemics or epidemics.

“Grant Funds” – Any funding provided by the County pursuant to this Agreement.

“Intellectual Property” - any and all inventions, discoveries, developments, improvements, innovations, designs, drawings, trademarks, trade names, copyrights, computer programs, trade

secrets, know-how, and all other intellectual property rights, whether or not patentable, registrable, or otherwise protectable under applicable laws.

## 2. SCOPE OF PROJECT

- 2.1 The Municipality will undertake and complete Projects in accordance with the procedures and specifications set forth in Schedule B, which is attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained in this agreement, should there be Allocated Grant Funds remaining after completion of the Project work, the Assigned Legislator may allocate according to his or her discretion in accordance with section 3.1 (A) (4).
- 2.2 The Municipality's Projects must take place wholly within the geographical boundaries of the Municipality.
- 2.3 The Assigned Legislator for each Project must approve in writing the location and amount of Grant Funds to be used for each Project in Project Areas within that Legislator's District.
- 2.4 All work performed in connection with any Project must comply with applicable federal, state, county, and local laws, regulations, and standards, including but not limited to the Americans with Disabilities Act and New York State Department of Transportation guidelines for sidewalk construction.
- 2.5 Projects may only be constructed on property owned in fee by the County.
  - (A) Projects may only be constructed as sidewalks adjacent to County roads.
  - (B) Before using private or municipal property for temporary or permanent purposes related to a Project, the Municipality must obtain permission for construction or other activity on each private property from the owners of each property, and from each abutting private property landowners.
  - (C) A Project may proceed even where a property owner withholds permission.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 The County hereby agrees to provide the Grant Funds, via reimbursement of covered costs, to the Municipality for the sole purpose of completing Projects in the Municipality, which Grant Funds will not exceed the amount determined as the Allocated Grant Funds for each Legislative District wholly or partially within the Municipality. Allocated Grant Funds will be determined as follows:
  - (A) Determination of the amount of Allocated Grant Funds to the Municipality:
    - (1) The County will provide a Grant Fund authorization of \$1,764,705.88 to each of the County's 17 Legislators.
    - (2) Where the Legislator's District contains only a single municipality: the full \$1,764,705.88 of funding authorized for the Assigned Legislator is

available to that part of the municipality that is within the Assigned Legislator's District as the Allocated Grant Fund.

- (3) Where the Legislator's District contains all or part of multiple municipalities:
  - (a) The proportion of the Assigned Legislator's \$1,764,705.88 authorized funds available for Projects in the Municipality will be determined by the Assigned Legislator and be known as the Allocated Grant Fund.
  - (b) The Allocated Grant Fund for each Project Area must be set forth in a writing and filed with each chief executive officer of a Municipality in the Project Area, the Assigned Legislator, and the County Superintendent of Highways.
  - (c) In the absence of a writing memorializing the Allocated Grant Funds for a particular Project Area, no claims will be paid.
- (4) The Assigned Legislator may amend a Project, including the proportion of Grant Funds allocated for a Project Area.
  - (a) The amendment must be memorialized in writing and signed by the Assigned Legislator and the chief executive officer for the Project Area, and the County Superintendent of Highways.
  - (b) Funds may not be transferred from one Project Area to another in the absence of a formal amendment agreed to by the chief executive officer of the Municipality and the Assigned Legislator, and filed with the County Superintendent of Highways.
- (5) In the event that, for any reason, including but not limited to an amendment of the Allocated Grant Funds available to a Municipality for one or more Projects fall below the amount necessary to complete a Project, or the portions of the Project already completed or to be completed, the Municipality will be responsible to complete the project at its sole expense.
- (6) If the County received earmarked funds from a third-party that are designated to apply to a Project, then, upon acceptance by the County Legislature the additional designated funds must be reported to the County Superintendent of Highways and delivered to the County Commissioner of Finance. At the discretion of the Municipality, and subject to the approval of the Assigned Legislator, the additional designated funds may be used, subject to any conditions of its receipt, to expand the Project, fund an additional Project, or reduce the Grant Funds budgeted for the Project freeing up the substituted Grant Funds for an Amendment to another Project, or commence an additional Project that is both within the Municipality and the Assigned Legislator's District. Amendments to Project budgets or new Projects must be approved by the Assigned Legislator and promptly reported to the County Superintendent of Highways.
- (7) Subject to approval through the County budgeting process, the County intends allocate \$10,000,000 per county fiscal year, for three consecutive years (\$30,000,000 in total) to fund this program. Reimbursement will be on a first come first served basis. The County's maximum expenditure for

this program, for reimbursement to all Towns and Villages, countywide, will not exceed \$30,000,000 over the three years of the program. With respect to reimbursements to all of the Towns and Villages of the County, only the first \$10,000,000 of claims per year, plus any amount rolled over from the prior year, will be available for claims under this program.

- (B) Grant Funds will be paid by the County on a reimbursement basis for covered costs incurred and paid by the Municipality.
  - (C) The Municipality must submit its vouchers with appropriate supporting invoices, bills, or other demands for payment, and proof of the Municipality's payments of covered costs, to the County Superintendent of Highways. Unsupported claims will not be reimbursed.
  - (D) The Municipality may not use the Grant Funds for any other purpose than to complete a Project.
  - (E) Projects must be approved by the Assigned Legislator and the County Superintendent of Highways before any claim for reimbursement will be paid.
- 3.2 Claims for Grant Funds will be disbursed to the Municipality upon the County Superintendent of Highway's receipt of a voucher in a form suitable to the County Superintendent of Highways from the Municipality that states the claim for reimbursement and provides proof of covered expenses paid. Vouchers may be submitted at the conclusion of each quarter. Quarters end March 31, June 30, September 30, and December 31. Expenses incurred and subject to claim, but not claimed after two quarters, are forfeit. Claims delayed for lack of County appropriations will be applied to the next fiscal year's appropriations in the order that they were received, up to the limits described in this Agreement.
- 3.3 The Municipality must maintain detailed records of all Project expenditures and must, upon the County's request, provide the County with a full accounting of the use of Grant Funds.
- 3.4 The County reserves the right to withhold, recover, or claw back Grant Funds in the event of the Municipality's being reimbursed Grant Funds over and above those available by the terms of this Agreement and agreed to by the Assigned Legislator, or for other non-compliance with the terms of this Agreement.

#### 4. PROJECT TIMELINE AND MILESTONES

- 4.1 Projects must be completed no later than the date of termination of this Agreement subject to any adjustments allowed by this Agreement.
- 4.2 The parties acknowledge that Project timeline may require adjustment based on various factors, including but not limited to project scope, complexity, and unforeseen circumstances. Any proposed changes to the project timeline must be submitted in writing to the Assigned Legislator and the County Superintendent of Highways for amendment to the affected Project's approval, which approval will not be unreasonably withheld.

- 4.3 In the event of a delay caused by a Force Majeure Event or other circumstances beyond the Municipality's reasonable control, the project timeline will be extended by a period equal to the duration of such delay, provided that the Municipality has complied with the notice requirements set forth in section 4.2 above.

## 5. ROLES AND RESPONSIBILITIES

- 5.1 The Municipality is responsible for:
- (A) Project management, including design, bidding, and construction oversight;
  - (B) Selection and engagement of qualified contractors in compliance with applicable procurement laws;
  - (C) Obtaining all necessary property ownership, permits and approvals for the Project;
  - (D) Ensuring compliance with all applicable laws, regulations, and standards;
  - (E) Conduct a State Environmental Quality Review Act (SEQR) review as the lead agency as required by law.
  - (F) Maintaining accurate records of all Project activities and expenditures;
  - (G) Providing regular progress reports to the County as specified in Section 6; and
    - (1) Compliance with all applicable safety standards, with zero major safety violations during construction;
    - (2) Timely submission of all required reports and documentation, with no more than one instance of late submission.
- 5.2 The County Superintendent of Highways is responsible for:
- (A) Disbursement of Grant Funds in accordance with this Agreement;
  - (B) Review and approval of Project plans and specifications;
  - (C) Periodic inspection of the Project to ensure compliance with agreed-upon standards; and
  - (D) Final acceptance of the completed Project, in conjunction with the Assigned Legislator.
- 5.3 The Municipality is responsible for the actions of its contractors and subcontractors. All contractors and subcontractors engaged by the Municipality for the Project must:
- (A) Be licensed and bonded in accordance with New York State's, the County's, and the Municipality's laws;
  - (B) Maintain insurance coverage as required by this Agreement;
  - (C) Comply with all applicable laws, regulations, and standards;
- 5.4 These obligations are further detailed in Schedule A.

## 6. REPORTING AND OVERSIGHT

- 6.1 The Municipality must provide written progress reports to the County Superintendent of Highways according to the following schedule:
- (A) For projects with a duration of 6 months or less: Monthly reports

- (B) For projects with a duration of 6-12 months: Bi-monthly reports
  - (C) For projects with a duration exceeding 12 months: Quarterly reports
- 6.2 Each progress report will detail:
- (A) Work completed to date;
  - (B) Expenditures to date;
  - (C) Any issues or delays encountered;
  - (D) Updated timeline for remaining work;
  - (E) Performance metric status; and
  - (F) Any proposed changes to Project scope, timeline, or budget.
- 6.3 The County Superintendent of Highways, the Assigned Legislator, or their agents or contractors, have the right to inspect Project sites and review all Project records at any reasonable time upon providing 24 hours' notice to the Municipality.
- 6.4 Upon completion of the Project, the Municipality must provide a final report to the County, including:
- (A) A detailed description of the completed work;
  - (B) A full accounting of all expenditures;
  - (C) Copies of all permits and approvals obtained;
  - (D) Certification by the Municipality's engineer that the Project has been completed in accordance with the approved plans and specifications; and
  - (E) Documentation of compliance with all performance metrics.
  - (F) Provide the County with any filed deeds from the ROW/takings Maps.
- 6.5 The County has the right to conduct financial and performance audits of any Project and the use of Grant Funds. The Municipality must cooperate fully with any such audit and provide access to all relevant records and documentation. The County will provide at least five business days' notice prior to commencing an audit. This term will survive the general termination or expiration of this Agreement by seven years.

## 7. COMPLIANCE WITH LAWS AND ENVIRONMENTAL REQUIREMENTS

- 7.1 The Municipality must comply with all applicable federal, state, county, and local laws, regulations, and standards in the performance of the Project, including but not limited to:
- (A) New York State Labor Law;
  - (B) New York State Environmental Quality Review Act (SEQRA);
  - (C) New York State Department of Transportation regulations;
  - (D) Americans with Disabilities Act;
  - (E) All applicable local building codes and zoning ordinances;
  - (F) New York State Department of Environmental Conservation regulations;
  - (G) Clean Water Act and Clean Air Act, as applicable.
- 7.2 Prior to commencing construction, the Municipality must:

- (A) Conduct an environmental impact assessment in accordance with SEQRA requirements;
- (B) Obtain all necessary environmental permits and approvals;
- (C) Develop and implement an environmental management plan to mitigate any identified environmental impacts.

7.3 The Municipality will provide copies of all environmental assessments, permits, and management plans to the County Superintendent of Highways and the Assigned Legislator(s) for their review and approval prior to commencing construction. No payments of Grant Funds will be payable in the absence of such approval.

## 8. INDEMNIFICATION AND INSURANCE

- 8.1 To the fullest extent permitted by law, the Municipality, its contractors, and subcontractors shall indemnify, defend, and hold harmless the County, its official, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Municipality, its contractors, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 8.2 The Municipality must ensure its contractors, and subcontracts procure and maintain, at its own expense, the following insurance coverage:
- (A) Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate;
  - (B) Workers' Compensation and Employee Benefits Insurance as required by New York State law;
  - (C) Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage;
  - (D) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, covering errors and omissions in the performance of professional services related to the Project.
- 8.3 The County must be named as an additional insured on all policies except Workers' Compensation and Professional Liability. The Municipality must provide certificates of insurance evidencing the required coverage prior to commencing work on the Project and must maintain such coverage throughout the duration of the Project. Reimbursements may be withheld for any period of time that such coverage for the County is not maintained.

## 9. DISPUTE RESOLUTION AND TERMINATION

- 9.1 In the event of a dispute arising out of or relating to this Agreement, the parties must, as a condition precedent to any lawsuit or alternative dispute resolution, attempt to resolve such dispute through good faith negotiations or submission to mediation before an agreed upon neutral. The cost of mediation will be shared equally by the parties. However, if a party is uncooperative or dilatory in participation in mediation, then the any other party may proceed directly to alternative dispute resolution. The mediator will be selected by the Legislator(s) within whose district the relevant Project(s) is taking place.
- 9.3 This Agreement may be terminated by either party upon thirty (30) days' written notice in the event of a material breach by the other party, provided that the breaching party has not cured such breach within the notice period. For purposes of this Agreement, a “material breach” shall include, but not be limited to:
- (A) Failure to comply with applicable laws and regulations;
  - (B) Misuse or misappropriation of Grant Funds;
  - (C) Failure to meet project milestones without reasonable justification;
  - (D) Substantial deviation from approved plans and specifications without prior written approval;
  - (E) Failure to maintain required insurance coverage; or
  - (F) Other violation of a term of this Agreement.
- 9.4 In the event of termination due to the Municipality's material breach, the County may, in addition to any other remedies available at law or in equity:
- (A) Withhold any unpaid portion of the Grant Funds;
  - (B) Require the Municipality to repay any Grant Funds already disbursed;
  - (C) Complete the Project itself or through a third party, with the Municipality liable for any excess costs incurred.
- 9.5 In the event of termination due to the County's material breach, the Municipality shall be entitled to recover from the County all documented costs and expenses incurred up to the date of termination, including reasonable demobilization costs up to the amounts authorized by this agreement.

## 10. MISCELLANEOUS PROVISIONS

- 10.1 **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of New York. Any lawsuit concerning a dispute over the terms of this Agreement must be venued in the Supreme Court of the State of New York for the County of Rockland or the Southern District Court of the State of New York in White Plains, New York.

- 10.2 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 10.3 Entire Agreement: This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.4 Amendments: This Agreement may be amended only by a written instrument signed by both parties.
- 10.5 Assignment: Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- 10.6 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to the County:  
County of Rockland  
c/o Office of the County Executive  
11 New Hempstead Road  
1<sup>st</sup> Floor  
New City, NY 10956

with a copy to:  
Office of the County Attorney  
County of Rockland  
11 New Hempstead Rd.,  
3<sup>rd</sup> Floor  
New City, NY, 10956

If to the Municipality:  
[NAME AND ADDRESS]

- 10.7 Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 10.8 Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event. The party affected by such an event shall notify the other party in writing within five (15) business days of the occurrence of the Force Majeure Event. The notification shall provide evidence of the Force Majeure Event and state the anticipated duration of the delay. The affected party shall use reasonable efforts to mitigate the effect of the Force Majeure Event and resume performance as soon as possible. If the delay caused by the Force Majeure Event lasts for a period of more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.
- 10.9 Confidentiality: Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed in connection with this Agreement, except as required by law or with the written consent of the disclosing party.

- 10.10 Change Orders: Any changes to the Project scope, timeline, or budget must be approved in writing by both parties through a formal change order process. Change orders shall detail the proposed changes, the reasons for the changes, and any adjustments to the project timeline, budget, or other relevant terms of this Agreement.
- 10.11 Intellectual Property: Any Intellectual Property developed specifically for the Project shall be owned jointly by the County and the Municipality. Each party grants to the other a non-exclusive, royalty-free license to use such Intellectual Property for purposes related to the Project. Pre-existing Intellectual Property of either party shall remain the sole property of that party.
- 10.12 Survival: The provisions of Sections 3.6, 6.5, 8.1, 9, 10.9, and 10.11 shall survive the termination or expiration of this Agreement.
- 10.13 Counterparts: This Agreement may be executed in any number of counterparts. Facsimile signatures are acceptable.
- 10.14 Authority: Each person signing this Agreement represents and warrants that the person, in their official capacity, has the full right, power, and authority to enter into and perform this Agreement, and that the person, in their official capacity, signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 10.15 Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.16 Further Assurances: Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- 10.17 Term: Unless specified elsewhere in this agreement, the duties and obligations of the County and each participating municipality to this agreement will commence on the date the subject municipality executes this agreement, and expires for all parties, and thus is terminated, on December 31, 2027, except for the County's obligation to reimburse the Municipality for any costs incurred or committed to before that date. Any municipality that does not execute this agreement does not have any claim under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF ROCKLAND:

DEPARTMENT OF HIGHWAYS  
(Approved for signature by  
the County Executive)

DEPARTMENT OF LAW  
(Approved as to form and legal authority)

By: \_\_\_\_\_  
Charles H. Vezzetti  
Superintendent of Highways

By: \_\_\_\_\_  
[Name]  
Principal Assistant County Attorney

COUNTY OF ROCKLAND

By: \_\_\_\_\_  
Edwin J. Day  
County Executive

[TOWN/VILLAGE] OF [NAME]

By: \_\_\_\_\_  
[NAME]  
[TITLE]



## Schedule A: Project Plans and Specifications

Detailed project plans and specifications to be attached, including but not limited to:

1. Scope of work
2. Design drawings
3. Construction specifications
4. Materials list
5. Quality control measures
6. Safety protocols
7. Environmental mitigation measures
8. Accessibility compliance details
9. Landscaping plans (if applicable)
10. Drainage and stormwater management plans

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Prepare Inter Municipal Agreement	COUNTY	
Prepare Resolution for execution of IMA	COUNTY/Municipality, respectively	
Execute Agreement	Municipality, COUNTY, respectively	
Define Project Scope, Including scope of work for engineering phases	Municipality/COUNTY by relevant Legislators(s)	Project Initiated
Evaluate and Prepare State Environmental Quality Review Act (SEQR) Review as required by law, and act as lead agency for review.	Municipality	
Select Consultant for Design or Design/Construction Inspection (CI) (if needed): Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Qualify/Select ROW Consultant (if needed)	Municipality	Executed Agreement needed before Consultant Contract executed
Collect Data, Develop Feasible Alternative(s)	Municipality	
Design Criteria Approval (including approval of non-design standards and construction specifications)	COUNTY (by the County Superintendent of Highways)/Municipality	Data necessary to determine Design Criteria
Prepare Title Abstracts, ROW appraisals and Acquisition Maps (if needed)	Municipality	Adequate development of feasible alternatives to determine ROW needs

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Initiate coordination with affected Utility Companies and Railroads	Municipality	Needed utility work identified
Approve Non-Standard Features	COUNTY (by Superintendent of Highways)/Municipality	Recommendation from a Professional Engineer
Conduct Public Information Meetings(s) and, if needed, Public Hearing	Municipality	Proper notice(s)
Resolve comments as needed from Public Information Meeting(s), Public Hearing, if held, or Advisory Agency Reviews	Municipality	Comments received
Prepare ROW Plan (if needed)	Municipality	Feasible alternatives identified
Prepare and complete right of way or appraisal maps	Municipality	
Make offers to affected property owners and secure title to ROW	Municipality	
Prepare and finalize plans, specifications and estimate	Municipality	Design Approval
Acquire needed permits	Municipality	Needed permits identified
Secure Utility Relocation Agreement(s) and Railroad Agreement(s)	Municipality/COUNTY	Design Approval
Prepare Construction Contract Documents	Municipality	
Include special notes in Contract Documents, i.e. Railroad Insurance Requirements, Utilities, etc.	Municipality	Design Approval
Select Consultant for construction inspection (CI), if CI services are not being provided by Design Consultant: Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Advertise for Bids	Municipality	
Conduct Bid Opening	Municipality	
Analyze Bids and Recommend Award	Municipality	Project Bid Opening
Prepare Award Package	Municipality	Analyze bids
Request Concurrence for Contract Award	Municipality	Prepare Memorandum of Bids to document analysis
Award Contract	Municipality	COUNTY concurrence, as needed
Contract Administration and Construction Inspection	Municipality	Approved CMP
Materials Certification and Testing	Municipality	Approved CMP

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Approve Contract Change Orders	Municipality (with COUNTY concurrence by Assigned Legislator(s) and Superintendent of Highways in certain circumstances)	Approved CMP
Contract Claims, as needed	Municipality	Claim Procedures Included in Contract Bid Documents
Accept Construction Contract	Municipality	Punch List work completed
Verify Completion	COUNTY (by Superintendent of Highways and Assigned Legislator(s))	Municipality notification Punch List work is complete
Prepare and submit Reimbursement Requests	Municipality	Receipts for Payment
Process Reimbursement Requests	COUNTY	
Project Documentation	Municipality	

## Schedule B: Project Area Map

Detailed map of the project areas in the Municipality to be attached, including but not limited to:

1. Precise location of sidewalk construction
2. Property Boundaries
3. Existing infrastructure
4. Proposed improvements
5. Environmental features (e.g., waterways, protected areas)
6. Scale and orientation
7. Legend
8. Date of map creation
9. Surveyor's certification (if applicable)

**PB #25-11:**  
**39 South William Street Site Plan**  
**Establish the Term and Value of the Performance Bond**  
**Town of Orangetown Planning Board Decision**  
**February 12, 2025**  
**Page 1 of 2**

**TO: Edward O'Hara**  
**941 McLean Avenue**  
**Yonkers, NY 10704**

**RE: PB#25-11 - 39 South William Street Site Plan Performance Bond:**  
The application of Edward Ohara, owner, to Establish the Term and Value of the Performance Bond at a site known as "39 South William Street Site Plan", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown. The site is located at 39 South William Street, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 68.20 Block 1, Lot 30.2 in the CS zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held Wednesday, February 12, 2025 at which time the Board made the following Determination:

Edward O'Hara, applicant, appeared and testified.  
The Board received the following communications:

1. Project Review Committee Report dated January 22, 2025.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, RA, Director, February 7, 2025.
3. Interdepartmental memorandum signed by Bruce Peters, P.E., dated January 22, 2025.

A motion was made to open the Public Hearing portion of the meeting by Michael Mandel – Vice Chair and seconded by Lenihan and carried as follows: Thomas Warren – Chairman, aye; Denise Lenihan, aye; Michael McCrory, aye; Lisa DeFeciani, aye; and Mathew Miller, aye.

There being no one to be heard from the Public, a motion was made to close the public portion by Michael Mandel – Vice Chair and seconded by Denise Lenihan and carried as follows: Thomas Warren – Chairman, aye; Andrew Andrews, aye; Michael McCrory, aye; Lisa DeFeciani, aye; and Mathew Miller, aye.

**DECISION:** In view of the foregoing, the amount of the Performance Bond was established in accordance with the interdepartmental memorandum from Bruce Peters, P.E., Department of Environmental Engineering, Town of Orangetown, Dated January 22, 2025. The term of the Performance Bond shall not exceed town (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before February 12, 2027, and Subject to the Following Condition;

TOWN OF ORANGETOWN  
2025 FEB 27 P 2:05  
TOWN CLERK'S OFFICE

**PB #25-11:  
39 South William Street Site Plan  
Establish the Term and Value of the Performance Bond  
Town of Orangetown Planning Board Decision  
February 12, 2025  
Page 2 of 2**

<u>ITEM</u>	<u>COST</u>
As-Built drawings	\$ 1,800.00
Storm sewers	\$ 11,075.00
Soil Erosion and Sediment Control	\$ 13,075.00
<u>Sub-Total</u>	<u>\$ 26,375.00</u>
Administrative Close-out (20% of Sub Total)	\$ 5,275.00
<b><u>Total Bond =</u></b>	<b><u>\$ 31,650.00</u></b>

Inspection Fee:  
(3% of Sub Total of Original Bond Amount) \$ 791.25  
To be submitted to DEME prior to the onset of construction.  
All Bonds are to conform to current town regulations.

The foregoing resolution was made and moved by Michael Mandel – Vice Chair and seconded by Andrew Andrews and carried as follows: Thomas Warren – Chairman, aye; Matthew Miller, aye; Denise Lenihan, aye; Michael McCrory, aye and Lisa DeFeciani, aye.

The Director is hereby authorized, directed and empowered to sign this **DECISION** and file a certified copy in the Office of the Town Clerk and the Office of the Planning Board.

Dated: February 12, 2025  
Jane Slavin, RA Director OBZPAE  
Town of Orangetown Planning Board



TOWN OF ORANGETOWN  
2025 FEB 27 P 2:05  
TOWN CLERK'S OFFICE



Department of Environmental Management and Engineering  
Town of Orangetown

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

January 22, 2025

Planning Board  
Town of Orangetown  
26 West Orangeburg Road  
Orangeburg, New York 10962

Re: Performance Bond (YY-MM-Section:Block:Lot)  
39 South William Street Site Plan Tracking # 68.20-1-30.2

Gentlemen:

The Department's bonding requirements for the above captioned project are as follows:

<u>ITEM</u>	<u>COST</u>
As-Built drawings	\$ 1,800.00
Storm sewers	11,075.00
Soil Erosion and Sediment Control	13,500.00
	<u>Sub-Total \$ 26,375.00</u>
Administrative Close-out (20% of Sub Total)	\$ 5,275.00
	<u>Total Bond = \$ 31,650.00</u>

Inspection Fee:  
(3% of Sub Total of original bond amount) \$ 791.25  
to be submitted to this Department prior to onset of construction.

Further, all bonds are to conform to current town regulations.

Sincerely,

cc: Bldg. Dept.  
Town Attorney  
Town Clerk  
Site Plan file

RECEIVED

TOWN OF ORANGETOWN  
LAND USE BOARDS



**OFFICE OF BUILDING, ZONING, PLANNING  
ADMINISTRATION AND ENFORCEMENT**  
TOWN OF ORANGETOWN  
26 ORANGETOWN ROAD  
ORANGETOWN, N.Y. 10962

**Jane Slavin, RA  
Director**

**(845) 359-8410**

**Fax: (845) 359-8526**

Date: February 7, 2025

To: Planning Board

From: Jane Slavin, RA.,  
Director O.B.Z.P.A.E.

Subject: **39 South William Street Site Plan**  
Recommendation to the Town Board  
to establish the Term and Value of the  
Performance Bond;  
39 South William Street, Pearl River  
68.20-1-30.2; CS zoning district

**PB #25-11**

- 1) OBZPAE has no additional comments.



# Western Surety Company

## SITE IMPROVEMENT Performance Bond

Bond # 73735055

KNOW ALL PERSONS BY THESE PRESENTS: That we Mc Namara Construction NY

Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the State of New York as Surety, are held and firmly bound unto TOWN OF ORANGETOWN

as Obligee, in the sum of Thirty One Thousand Six Hundred Fifty and 00/100 Dollars (\$ 31,650.00 ) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the Principal will complete site improvements as per estimate prepared by: \_\_\_\_\_

\_\_\_\_\_ attached to and made a part hereof at certain land known as 39 Williams Street, Pearl, NY

\_\_\_\_\_ all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all such work as set forth in the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for any reason whatsoever.

SIGNED, SEALED AND DATED THIS 26th DAY OF June, 2025.

PRINCIPAL:

Mc Namara Construction NY

By: [Signature]

SURETY:

WESTERN SURETY COMPANY

By: [Signature]  
Yacov Adler, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73735055

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Yacov Adler

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: MC Namara Construction NY

Obligee: TOWN OF ORANGETOWN

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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."

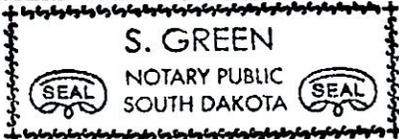
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"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."

If Bond No. 73735055 is not issued on or before midnight of June 25th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its Secretary, Yacov Adler, on this 26th day of June, 2025.  
WESTERN SURETY COMPANY  
Larry Kasten  
Larry Kasten, Vice President

On this 26th day of June, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of June, 2025.

WESTERN SURETY COMPANY  
Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**SITE PLAN PERFORMANCE BOND**

**AMOUNT: \$31,650.00**

**KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED,** Edward O'Hara, having an address at 77 Lark St Pearl River Ny 10965, is held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York, 10962, as "Obligee" in the full and just sum of THIRTY ONE THOUSAND SIX HUNDRED and FIFTY and 00/100 DOLLARS (\$31,650.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal binds itself its heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

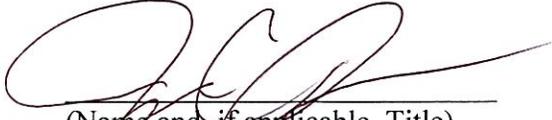
**WHEREAS,** Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, the decisions made by Obligee's Planning Board in PB#25-11, and Town specifications and requirements at a certain cite known as, "39 South William Street Site Plan," located in the Hamlet of Pearl River, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 68.20, Block 1, Lot 30.2, of which improvements shall be maintained and completed on or before February 12, 2027, unless so extended beyond such date by consent of Obligee's Planning Board obtained prior to February 12, 2027.

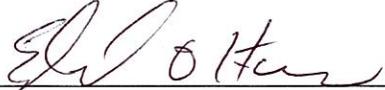
**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if Principal shall carry out all of the terms and conditions of said agreement and perform all the work as set forth herein, or contemplated hereby, all within the time set forth in said agreement and/or herein, then upon, and only upon, the adoption of a Resolution by the Obligee's Town Board releasing Principal from its obligations hereunder, this obligation shall be null and void; otherwise to remain in full force and effect.

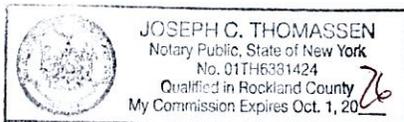
SIGNED, SEALED AND DATED AS OF THIS 10<sup>th</sup> DAY OF July, 2025.

WITNESS/ATTEST:

PRINCIPAL:

  
(Name and, if applicable, Title)  
(Address)

By:   
EDWARD O'HARA  
Applicant



National Opioid Settlement: Purdue Pharma L.P.  
Rubris Reference Number: CL-1750683

***TO LOCAL POLITICAL SUBDIVISIONS:  
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW  
NATIONAL OPIOID SETTLEMENT.***

**PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW**

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

**First**, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

**YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

**Second**, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. **NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.**

**Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.**

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

### **WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?**

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

### **WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?**

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them.* **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

### **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENT?**

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.



**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster IV

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



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

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

**RECEIVED**  
**JUL 24 2025**  
**TOWN OF ORANGETOWN**  
**HIGHWAY DEPARTMENT**

**ROAD CLOSING PERMIT APPLICATION**  
**Section 139 Highway Law**

NAME William Carpenter DATE 7/23/2025

COMPANY Rockland Road Runners

ADDRESS PO Box 132, Congers, NY 10920

TELEPHONE (845) 558-2857

**(INCLUDE 24 HOUR EMERGENCY NUMBERS)**

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

**Franklin Street, South Nyack and Cornelison Ave, South Nyack.**

(Address number and name of road)

**Franklin St between Cedar Hill and Clinton Ave. Cornelison between Broadway and Piermont Ave.**

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING South Nyack 10-Miler Road Race

DATE OF CLOSING Sunday 7th September, 2025 RAIN DATE 14th Sept, 2025

TIME ROAD WILL BE CLOSED Franklin: 8:10 AM - 8:40 AM. Cornelison 8:25 AM to 10:45 AM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? Franklin - NO; Cornelison - YES

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

**TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR.**

PRELIMINARY APPROVAL  DATE 8.5.25  
JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



**Rockland Road Runners**  
www.rocklandroadrunners.org  
PO Box 132, Congers, NY 10920

## SOUTH NYACK 10-MILER

SN10@RocklandRoadRunners.org

RECEIVED

JUL 24 2025

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

7/23/2025

Orangetown Town Board  
26 Orangeburg Road  
Orangeburg, NY 10962

### To the Orangetown Town Board:

This letter is to request approval, assistance and support of the 37<sup>th</sup> Annual South Nyack 10-Miler race.

The race will be held (with your approval) on Sunday 7<sup>th</sup> September, 2025, to benefit local First responders, Soup Kitchens and the Rockland Road Runners Scholarship Fund. We plan to run our usual 10-mile route that starts in South Nyack and passes through Grand View-on-Hudson and Piermont. We request the following assistance:

- **Highway Department:** Road use
- **Parks Department:** Use of Franklin Street Park and the Raymond G. Esposito Trail.  
Portable toilets.
- **Police Department:** Traffic control and escort vehicle.

The details of our request, including route maps, are appended [6 pages total].

Sincerely,

**William Carpenter, Race Director**  
South Nyack 10-Miler

**DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Rockland Road Runners Association, with an address of PO Box 132, Congers, NY 10920 , 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:

**South Nyack 10-Miler Road Race, 7<sup>th</sup> September, 2025.**

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

( Entity Name: **Rockland Road Runners Association**)

By: W. Carpenter

William Carpenter (President)

Sworn to before me this 23<sup>rd</sup> day  
of July, 2025

Megan Carey  
Notary Public

MEGAN CAREY  
Notary Public, State of New York  
No. 01CA6104289  
Qualified in Rockland County  
Commission Expires Jan. 20, 2028



RECEIVED

JUL 24 2025

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

## Event Details

Runners will assemble on South Franklin Street between Cedar Hill Ave and Elysian Ave commencing at 8:15 AM. The race **starts at 8:30 AM**. The **race ends at 11:00 AM**.

### Franklin Park

We request that the 110V electricity supply at the Gazebo be turned on by 6:30 AM until 12:30 PM on Sunday 7<sup>th</sup> September and that the public toilets in the park be unlocked at the same time.

We further request approval to display a 20 x 3 foot banner advertising the race at Franklin Park during the week before the race (starting 31<sup>st</sup> August).

### Route Description

The overall route is shown in Figure 1 and the Start Area in Figure 2. Runners travel south on Franklin Street, turn left on Clinton Ave, right on Broadway, then left onto Cornelison Ave and right onto Piermont Ave. Runners remain on Piermont Ave / River Road as it passes through Grand View-on-Hudson and enters Piermont. Runners proceed through Piermont, turn left onto Paradise Ave and continue to the end of the pier, where they turn and retrace their path through Piermont and Grand View. After re-entering South Nyack, runners turn left onto Cornelison, then left again to head south on Broadway via the Thruway overpass<sup>1</sup> to access the Esposito trail before the intersection with 9W. Runners continue on the Esposito trail, crossing Clinton Street and Brookside Ave to finish in Franklin Street Park. Table 1 shows the approximate times for the fastest and slowest runners at key locations on the course.

### Road Closures and Barriers

We request the complete **closing of Franklin Street** from Cedar Hill to Clinton Street between **8:10 AM and 8:40 AM** so that runners can assemble for the start and run free of traffic until they have spread out enough to share the road. We also request the **closure of Cornelison Ave** (except for local traffic) to prevent problems with turning traffic at the Broadway and Piermont Ave intersections. We request police support to enforce these closures. The location of these barriers is shown in the detail of the Orangetown streets in Figure 3.

---

<sup>1</sup> If the South Broadway overpass cannot be used, runners will instead turn right (N) onto S. Broadway, then left (W) on Clinton to join the Esposito trail at Franklin Street. See Figure 4

We request a total of 16 barriers (sawhorses or equivalent) to temporarily close off the following intersections beginning at 8:10 AM.

- Franklin Street and Cedar Hill Avenue (2)
- Elysian Ave at Franklin Street (2)
- White Ave at Franklin Street (2)
- Brookside Ave at Franklin Street (4)
- Clinton Street/Franklin Intersection (4)
- Cornelison at Broadway and at Piermont Ave (2)

We request assistance to control traffic where the Esposito trail crosses Clinton and Brookside while the runners are returning along the trail.

*Lead Police Vehicle / Race Vehicle*

We request that a lead police vehicle escort runners through Nyack to the intersection of Cornelison and Piermont Ave. A marked race vehicle and a lead cyclist will guide the runners over the rest of the route.

*Table 1: Approximate Race Timing*

		<b>First Runner</b>	<b>Last Runner</b>
	<b>Mile</b>	<b>[11 mph]</b>	<b>[4 mph]</b>
Broadway and Cornelison	0.6	8:33	8:39
Enter Grand View	1.0	8:35	8:45
Enter Piermont	2.6	8:44	9:09
Paradise Ave	3.6	8:49	9:24
End of Pier turnaround	4.7	8:55	9:40
Paradise Ave	5.8	9:01	9:57
Leave Piermont	6.7	9:06	10:10
Leave Grand View	8.3	9:15	10:34
Cornelison and Broadway	8.7	9:17	10:40
GrandView	7.5	9:11	10:22
Join Espositio Trail	9.1	9:20	10:46
Cross Clinton Ave	9.8	9:23	10:57
Finish	10.0	9:25	11:00



Figure 1: Overall Route Map

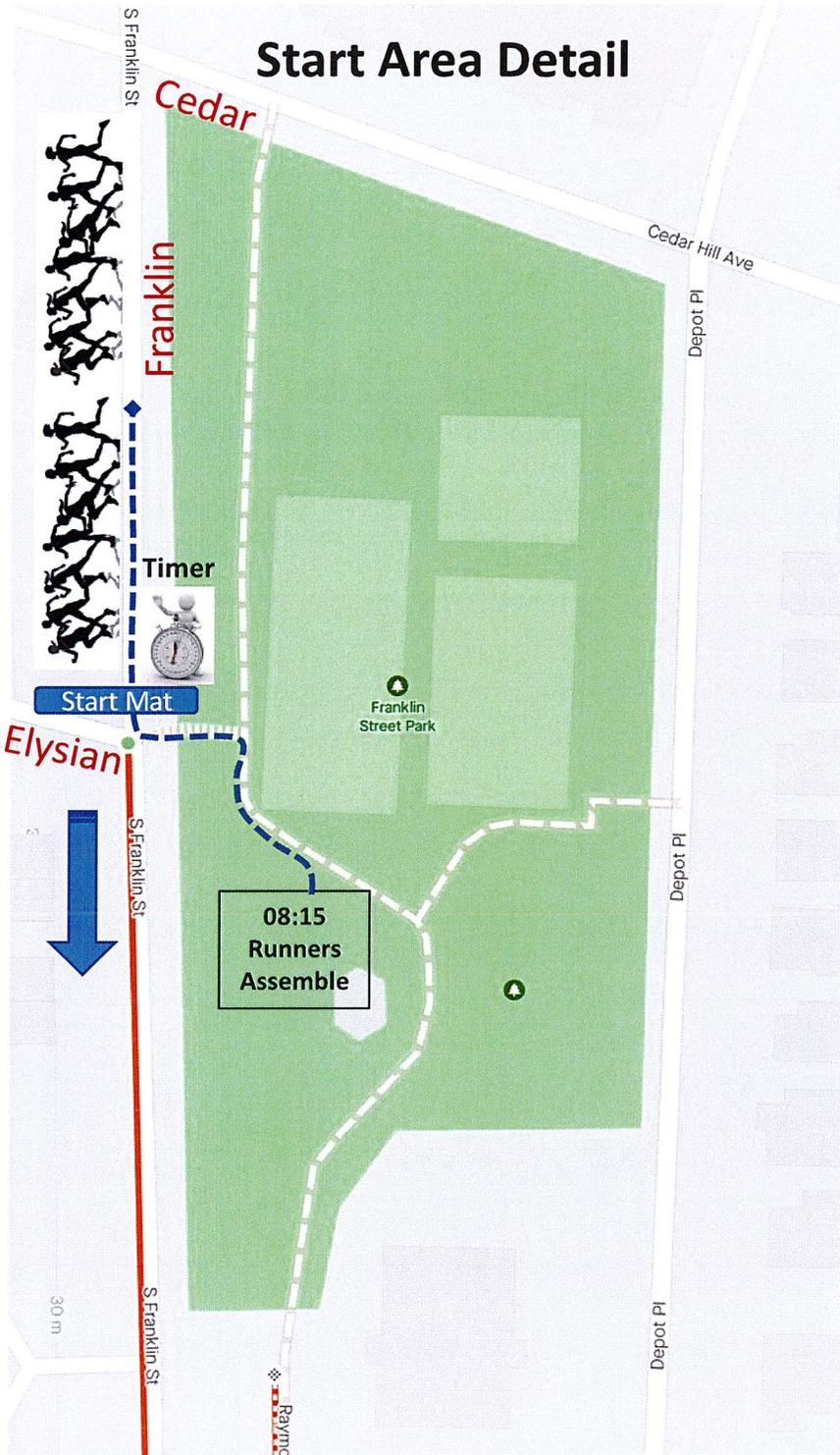


Figure 2: Start Area Detail

8:10 to 8:40  
Close Franklin between  
Cedar Hill and Elysian

8:25 to 8:40  
Close Franklin between  
Elysian and Clinton

9:20 to 11:00  
Traffic Control on  
Clinton and Brookside  
at Trail Crossings

8:25 to 10:45  
Close Cornelison

8:30 to 8:45  
9:15 to 10:45  
Traffic Control at  
Broadway/Cornelison

Outbound   
Return 

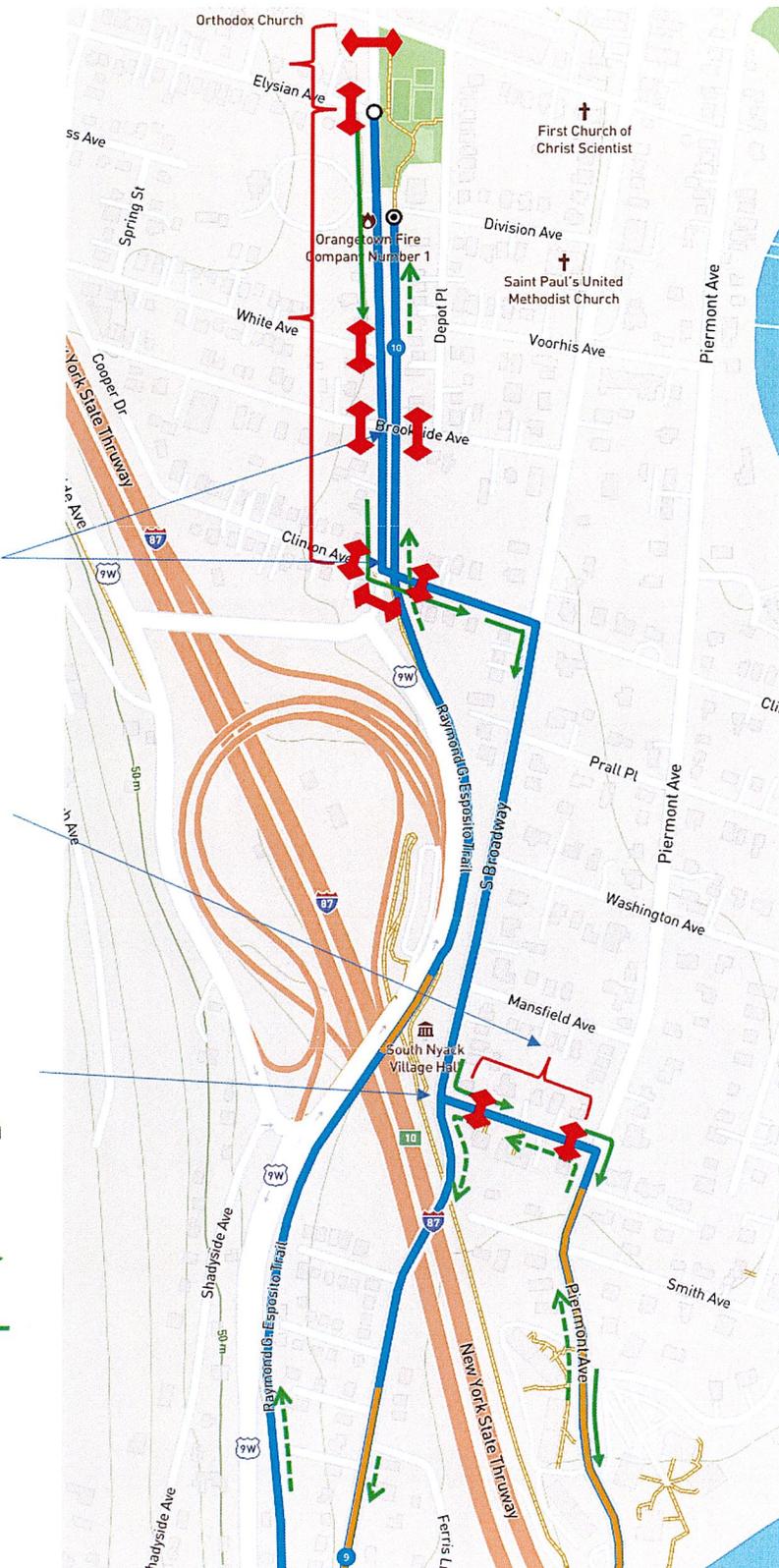


Figure 3: Orangetown Road Traffic Control – Standard Route

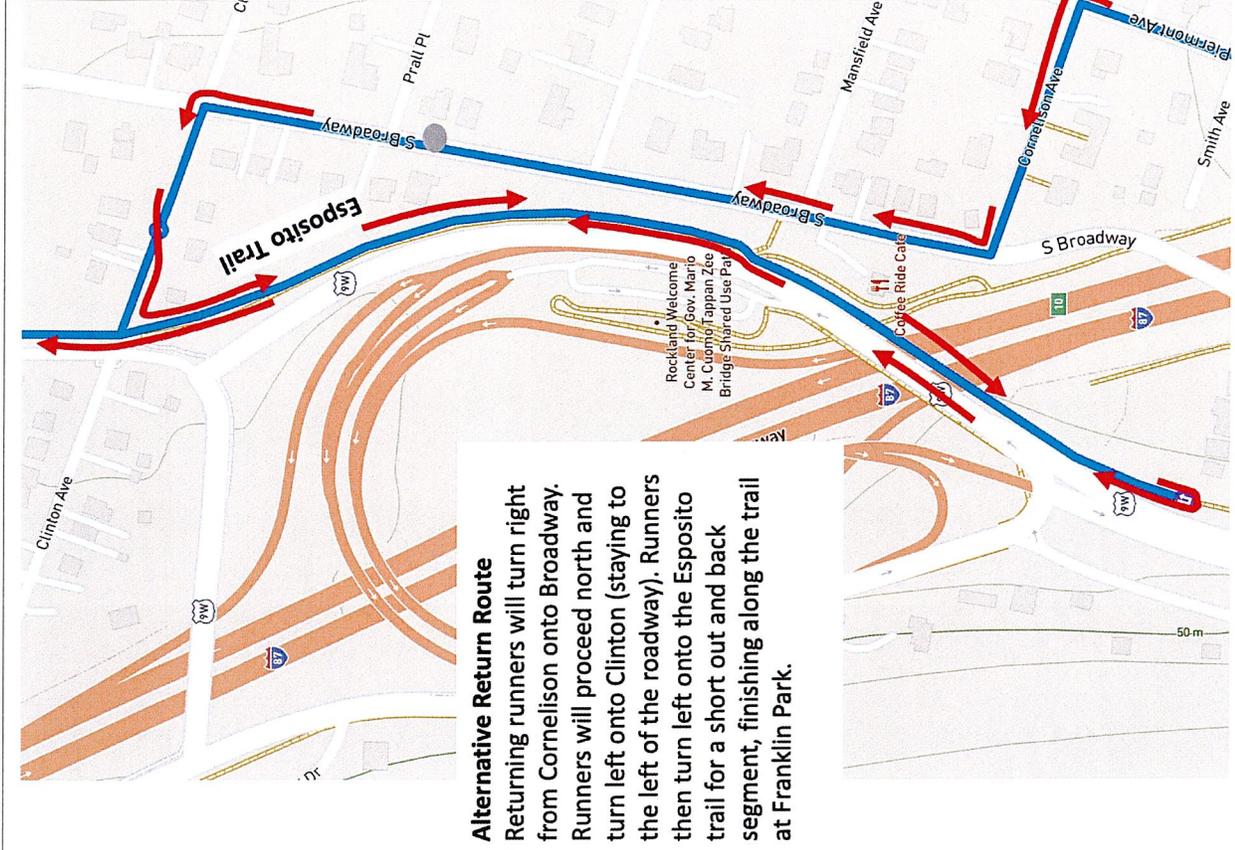
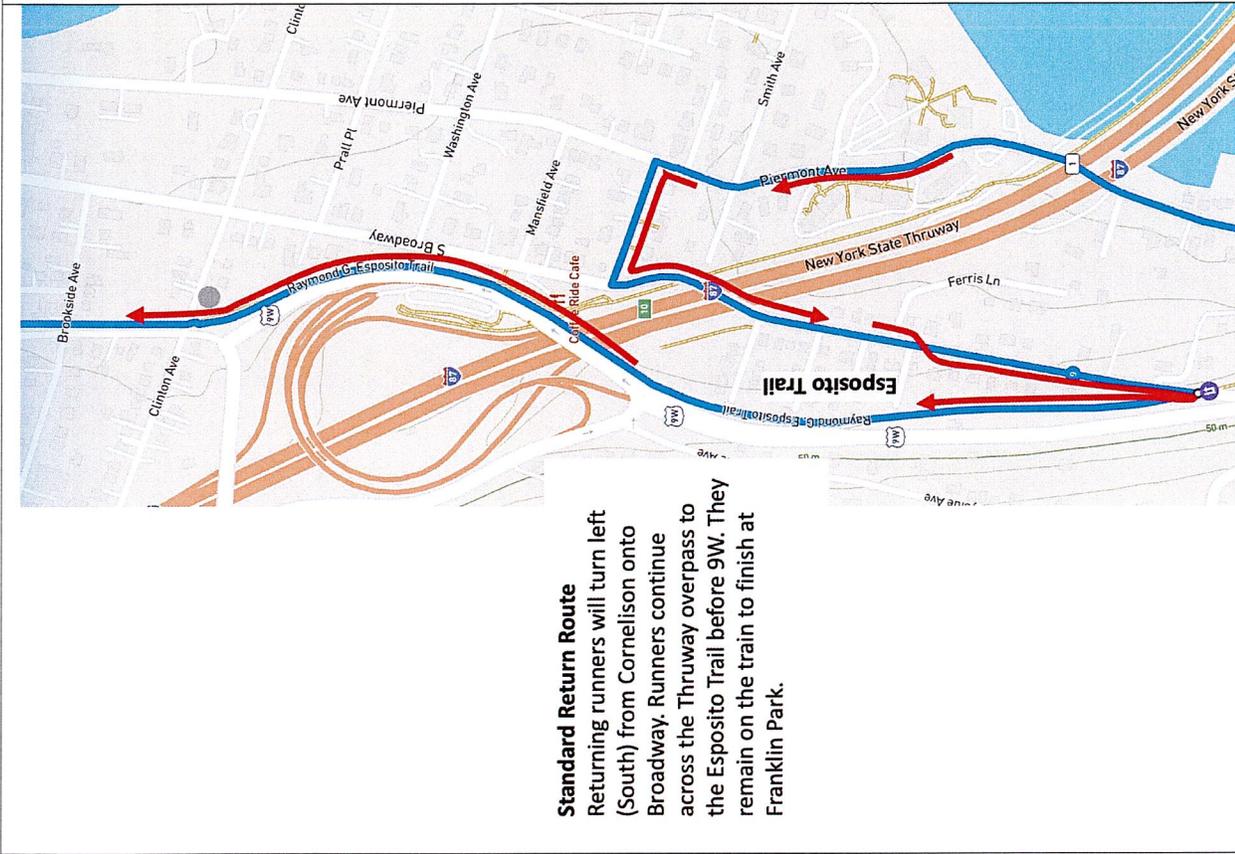


Figure 4: Standard and Alternate Return Routes



RECEIVED

JUL 24 2025  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

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

Name of Event: South Nyack 10-Miler

Date (s): 7th Sept 2025 Time (s): 8:30 - 11:00 AM No. of Participants: 500

Type of Event (check all that apply):

Filming  Parade or Procession  Assemblage  Festival  Other Running Race

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
River Road. (CR-1)	Grand View-on-Hudson

**Applicant Information:**

Rockland Road Runners

Applicant (individual, organization, group)

P0 Box 132

Mailing Address

Congers, NY 10920

City, State, Zip Code

SN10@RocklandRoadRunners.org

Email Address

William Carpenter (President)

Authorized Representative (if different from Applicant)

Telephone Number (including area code)

(845) 558-2857

Cell Phone Number (including area code)

President@RocklandRoadRunners.org

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

---

See attached Letter. No traffic control devices are needed on this section of road

---

- **Detours** (provide map of detour, show detour sign/police locations, etc.)

---

No detours required

---

- **Pre-Event Public Notification** (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)

---

No public notification planned, other than co-orientation with Orangetown and Piermont police.

---

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

---

Permit have been requested from Orangetown, Grand View-on-Hudson and Piermont. We are

---

Co-ordinating traffic control with Piermont police (Chief Hurley) and OPD.

---

ACCEPTED

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

---

Nyack Community Ambulance will be on site at the Start / Finish in South Nyack.

---

---

Volunteer Marshalls are instructed to call 911 in the event of an emergency

---

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

---

No spectators are anticipated along this section of the race course

---

- **Event Support Vehicles** (describe any vehicles used in the event)

---

A Race Vehicle, with flashing overhead lights and a lead cyclist will precede the runners.

---

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

As a 501(c)(3) non-profit, putting on an event to benefit local first responder organizations, we request a waiver of the fee.

• Half Day - \$250.00

No. of Days 1

Total Amount \$ 0

Non profit

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

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

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.

[Handwritten Signature]
Applicant's Representative's Signature

22nd July, 2025
Date

Application Received By:
[Handwritten Signature]
RCHD Representative's Signature

07/22/2025
Date

Application Approved By:
[Handwritten Signature]
RCHD Superintendent of Highways



7/22/25
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.



**Rockland Road Runners**  
www.rocklandroadrunners.org  
PO Box 132, Congers, NY 10920

## **SOUTH NYACK 10-MILER**

SN10@RocklandRoadRunners.org

**7/22/2025**

Rockland County Highway Department

### **RCHD Superintendent of Highways:**

This letter is to request approval for the use of county road CR-1 for the 36<sup>th</sup> Annual South Nyack 10-Miler race.

The race will be held (with your approval) on Sunday 7<sup>th</sup> September, 2025, to benefit local First responders, Soup Kitchens and the Rockland Road Runners Scholarship Fund. The 10-mile route starts in South Nyack and passes through Grand View-on-Hudson and Piermont.

The details of our request, including route maps, are appended [3 pages total].

Sincerely,

**William Carpenter, Race Director**  
**South Nyack 10-Miler**

### ***Route Description***

The overall route is shown in the attached maps. Runners will enter Grand View on Hudson traveling south from Nyack on Piermont Ave / River Road. Runners continue through Piermont, turning at the end of the pier to return through Piermont and Grand View. Table 1 shows the approximate times for the fastest and slowest runners at key locations on the course.



Figure 1: Overall Route Map

*Road Use Request*

We request the use of the County Road CR-1 between South Nyack and Piermont between the times of 8:30 and 10:45 AM

*Table 1: Approximate Race Timing*

		<b>First Runner</b>	<b>Last Runner</b>
	<b>Mile</b>	<b>[11 mph]</b>	<b>[4 mph]</b>
Race Start	0	8:10	8:30
Enter Grand View	1.0	8:35	8:45
Enter Piermont	2.6	8:44	9:09
End of Pier turnaround	4.7	8:55	9:40
Leave Piermont	6.7	9:06	10:10
Leave Grand View	8.3	9:15	10:34
Finish	10.0	9:25	11:00

RECEIVED

JUL 14 2025

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 25-SP-028



EVENT NAME: 911 SERVICE.  
APPLICANT NAME: TAPPAN FD  
ADDRESS: 123 WASHINGTON ST - TAPPAN NY  
PHONE #: 845-642-0144 CELL # 845-642-0144 FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER SERVICE  
The above event will be held on 9/11 from 8:30 to 10:00 RAIN DATE: \_\_\_\_\_

Location of event: TAPPAN MEMORIAL GREEN

Sponsored by: VFAT Telephone #: 845-642-0144  
Address: 123 WASHINGTON ST, TAPPAN NY

Estimated # of persons participating in event: 100 vehicles —

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

Signature of Applicant: Richard Farry Date: 7/11/25

**GENERAL INFORMATION REQUIRED:** (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/14/25  
Certificate of Insurance - Received On: 7/16/25  
Hold Harmless Agreement - Received On: 7/14/25

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: Y/N - Received On: X  
Rockland County Highway Dept. Permit: Y/N - Received On: X  
NYS DOT Permit: Y/N - Received On: X  
Route/Map/Parking Plan: Y/N - Received On: X  
RFS #: 63735 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: (2) Message Boards

APPROVED: [Signature] DATE: 7-22-25  
Superintendent of Highways nd 7/15/25

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

Show Mobile: Y/N - Application Required: ~ Fee Paid - Amount/Check # ~  
Port-o-Sans: Y/N Other: ~  
APPROVED: [Signature] DATE: 7/29/25  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y/N Items: \_\_\_\_\_  
APPROVED: [Signature] DATE: 8/4/25  
Chief of Police

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_



## Volunteer Fire Association of Tappan

INCORPORATED MARCH 28TH, 1907

TAPPAN, NY 10983

July 8, 2025

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

The Volunteer Fire Association of Tappan will hold their Annual 911 Memorial Service on Thursday, September 11, 2025 at 8:30 AM. We request the use of two mobile solar signs to advertise our 911 Memorial Service.

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

Both signs to read:

**911 MEMORIAL SERVICE  
TAPPAN MEMORIAL TRIANGLE  
THURSDAY, SEPT 11 – 8:30 AM**

Signs operational from August 18 to September 11, 2025

The contact person is Richard Farry – Cell / Text # 845-642-0144.

Mailing address: Richard Farry  
PO BOX 45  
Tappan, New York 10983

Thank You for your assistance.

Richard Farry

Chairman

CC: James Dean, Superintendent of Highways

**DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

RICHARD FERRY - TED with an address of 123 WASHINGTON ST <sup>TAPPAN, NY</sup>, 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]: 911 SERVICE

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

(Entity Name:)  
By: Richard Ferry

Sworn to before me this 11<sup>th</sup> day  
of July, 2025.

Tonie Ann D'Angelo  
Notary Public

TONIE ANN D'ANGELO  
NOTARY PUBLIC-STATE OF NEW YORK  
No 01DA6327999  
Qualified in Rockland County  
My Commission Expires 07-27-2027



RECEIVED  
JUL 08 2025  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 25-SP-029

RECEIVED  
JUL 17 2025  
Orangetown Police Department

EVENT NAME: Pearl River High School Pep Rally + Bonfire

APPLICANT NAME: Artie McCormack - Athletic Director PRHS

ADDRESS: 275 E Central Ave Pearl River NY 10965

PHONE #: 845-620-3925 CELL # 201-788-1262 FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER

The above event will be held on 10/17/25 from 7pm to \_\_\_\_\_ RAIN DATE: \_\_\_\_\_

Location of event: Central Ave Field

Sponsored by: Pearl River Athletics Telephone #: 845-620-3944

Address: 275 E Central Ave Pearl River NY 10965

Estimated # of persons participating in event: \_\_\_\_\_ vehicles \_\_\_\_\_

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

Pearl River School District - Facilities Dept

Signature of Applicant: Artie McCormack Date: 6/23/25

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 7/8/25

Certificate of Insurance - Received On: 7/14/25

Hold Harmless Agreement - Received On: 7/8/25

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: Y /  N - Received On: X

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

NYS DOT Permit: Y /  N - Received On: X

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

RFS #: 63726 BARRICADES:  Y /  N CONES: Y /  N TRASH BARRELS:  Y /  N OTHER: (2) yds sand

APPROVED: [Signature] DATE: 7-9-25  
Superintendent of Highways MD 7/9/25

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

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

Port-o-Sans: Y /  N Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 7/15/25  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail:  Y /  N Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 7/17/25  
Chief of Police

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

Workshop Agenda Date: 8/5/25 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED

JUL 21 2025

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Pearl River School District, with an address of 275 E Central Ave Pearl River, 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]: PRHS Pep Rally + Bonfire

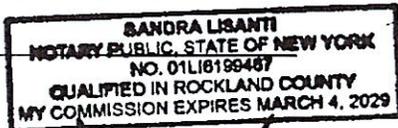
Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

( Entity Name: PEARL RIVER School District )

By: [Signature]

Sworn to before me this 30<sup>th</sup> day  
of June, 2020

Notary Public



[Signature]

# Pearl River School District



ATHLETIC DEPARTMENT  
275 East Central Avenue  
Pearl River, New York 10965  
www.pearlriver.org  
Phone: 845-620-3925 – Fax: 845-620-3868

**Arthur McCormack**  
Director of Physical Education & Athletics

To: Orangetown Town Board  
From: Arthur McCormack  
Date: July 8, 2025  
Re: Athletic Pep Rally/Bonfire at Pearl River High School

As in the past, the Pearl River School District is requesting assistance from the following departments in the Town of Orangetown to host their annual athletic pep rally and bonfire. The event is being held at Pearl River School District Grounds at Central Avenue Field on Friday, October 17, 2025 at 7:00pm.

The following resources are being requested from the respective departments.

- **Highway Department** – Use of barricades and barrels to be placed around the bonfire and two yards of sand to be utilized for the base of the bonfire.
- **Police Department** – The presence of two Orangetown Auxiliary Police Officers to assist with crowd control and traffic control throughout the course of the evening.

If you have any further questions or concerns, you may call the Pearl River Athletic Department at (845) 620-3925. Thank you for your continued support.

Sincerely,

Arthur McCormack  
Director of Physical Education & Athletics

Enc: Special Use Permit & Certificate of Insurance

Cc: Jim Dean, Superintendent of Highways  
Donald Butterworth, Chief of Police



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/07/2025

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

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

<b>PRODUCER</b> NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pearl River UFSD 135 West Crooked Hill Road Pearl River, NY 10965	<b>INSURER A:</b> New York Schools Insurance Reciprocal	<b>NAIC #</b> 34843
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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JUL 14 2025

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**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	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SSP PR 001	07/01/2025	07/01/2026	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 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ECL PR 001	07/01/2025	07/01/2026	EACH OCCURRENCE \$15,000,000 AGGREGATE \$30,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - District's use of premises/facilities during the policy period.

<b>CERTIFICATE HOLDER</b> Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 7/16/25  
**CC:** DEPARTMENT HEADS



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The audit for the Town Board Meeting of 8/05/2025 consists of 3 warrants for a total of \$790,244.26.

The first warrant had 25 vouchers for \$224,048 and had the following items of interest.

1. CSEA Employee Benefits - \$34,237 for CSEA dental benefits.

The second warrant had 14 vouchers for \$21,173 and includes the following items of interest.

2. Commissioner of Finance - \$13,127 for Worker's Comp board.

The third warrant had 137 vouchers for \$545,022 and includes the following items of interest.

3. Applied Business Solutions - \$10,300 for Postage (Receiver of Taxes).

4. De Lage Landen - \$24,868 for golf cart leases.

5. Global Montello Group Corp - \$18,125 for fuel.

6. Keane & Beane - \$14,383 for outside legal counsel.

7. Kuehne Chemical Co. - \$7,744 for sewer chemicals.

8. O'Sullivan Tree Co. - \$294,076 for tree removal at the golf courses.

9. Slack Chemical Co. - \$5,501 for sewer chemicals.

10. State Comptroller - \$30,684 for Justice fines.

11. Tilcon NY - \$8,992 for Highway materials.

12. Verde Electric - \$5,600 for traffic signal maintenance.

13. WW Grainger - \$5,871 for supplies various departments.

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

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

**WARRANT**

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Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	071625	\$ 224,048.27	Utilities & Employee Benefits
	072325	\$ 21,173.61	Utilities, Workers Comp & Employee Benefits
	080525	\$ 545,022.38	Expenses
		\$ 790,244.26	

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

---

Councilman Daniel Sullivan

---

Councilman Brian Donohue

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Supervisor Teresa M. Kenny