



September 8, 2025

Services Agreement

This Agreement, effective September 8, 2025, is by and between **Town of Orangetown, 26 W Orangeburg Rd, Orangeburg, NY 10962** and **Christmas Lighting Company**

Whereas, The Town of Orangetown requires certain holiday decorations

Whereas, Christmas Lighting Company has considerable expertise and is in the business of providing such services and **The Town of Orangetown** desires to engage **Christmas Lighting Company** to perform such services.

Now, Therefore, in consideration of the mutual promises set forth herein, **The Town of Orangetown** and **Christmas Lighting Company** hereby agree as follows.

Services to be Provided. Contractor, in a manner consistent with the highest standards of persons regularly engaged in providing such services, shall provide to **The Town of Orangetown** such holiday decorating services as further described in **Schedule A**, attached hereto and made part hereof (**the Services**). This is a service agreement and no goods are being sold.

Financial Arrangement. As consideration for the services to be provided under this agreement, **The Town of Orangetown** shall compensate **Christmas Lighting Company** in an amount that shall be paid in the manner described in **Schedule A**.

Insurance. **Christmas Lighting Company.** shall meet the insurance requirements set forth in **Schedule A**.

Photos: Please note that unless otherwise agreed upon, **Christmas Lighting Company** reserves the right to take photos of our decor services on your property and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet or postcards. The use of photo representations does not imply any financial or other consideration will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

In Witness Whereof, the parties have executed this agreement as of the date set forth above.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

On Behalf of:
The Town of Orangetown
26 W Orangeburg Rd
Orangeburg, NY 10962

On Behalf of
Christmas Lighting Company, Inc.
PO Box 1151
Pearl River, NY 10965



Services Agreement Schedule A

***All material supplied by Christmas Lighting Company remains the property of Christmas Lighting Company**

***All material owned by Christmas Lighting Company will be stored at Christmas Lighting Company facility**

***Please note, all greenery will be pre-lit and can be plugged in if power is made available**

1: W. Central Ave

- 4 foot pole mount snowflakes on decorative lamp posts
- LED mini lights wrapped on all decorative lamp posts
- 18" Bows on all decorative lamp posts with mini lights wrapped on them
- 5 foot pole mount snowflakes on telephone poles
- 2 Snowflake skylines hung across the street at Central Ave & John St and midway between train tracks & Rte 304

a. Maintenance and repairs included

b. Price includes all labor, equipment, materials

c. Client is responsible for providing all necessary power

2: Main St and William St

- LED mini lights wrapped on all decorative lamp posts
- 18" Bows on all decorative lamp posts

a. Maintenance and repairs included

b. Price includes all labor, equipment, materials

c. Client is responsible for providing all necessary power

3: N. Middletown Rd

- 5 foot pole mount snowflakes on telephone poles

a. Maintenance and repairs included

b. Price includes all labor, equipment, materials

c. Client is responsible for providing all necessary power

Total for Items 1 thru 3

\$15,645.00 + Tax exemption

50% Deposit due upon contract signing

50% Balance due upon completion of install



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2025

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

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

PRODUCER THE AGOSTINONI GROUP INC 500 ROUTE 32 PO BOX 1014 HIGHLAND MILLS NY 10930		CONTACT NAME: RICHARD A AGOSTINONI PHONE (A/C, No, Ext): 845-738-8801 FAX (A/C, No): 845-395-0011 E-MAIL ADDRESS: Highlandmillsoffice@american-national.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FARM FAMILY CASUALTY INSURANCE CO	NAIC # 13803
		INSURER B: UNITED FARM FAMILY INSURANCE CO	29963
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED CHRISTMAS LIGHTING COMPANY OF NEW YORK, INC. DBA CHRISTMAS LIGHTING COMPANY 54 CENTER ST PEARL RIVER, NY 10965			

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	3102L9876	10/09/24	10/09/26	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3101C4962	10/08/24	10/08/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	3103W7890	10/09/24	10/09/26	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Town of Orangetown is listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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AGREEMENT
between
MIRACLE RECREATION EQUIPMENT COMPANY, INC.
and
TOWN OF ORANGETOWN

PLAYGROUND EQUIPMENT AND INSTALLATION

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 Orangeburg Road, Orangeburg, New York 10962 (“TOWN”), and Miracle Recreation Equipment Company, Inc. a foreign company formed and existing under the laws of the State of Missouri, and otherwise authorized to do business in the State of New York, having offices located at 878 E. US Hwy 60, Monett, MO 65708 (“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.

A. Payment to the Contractor shall be made as follows:

Payment for Work Completed: \$74,731.80

Final Payment Net 180 Days (retainage): \$3,933.25

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

MIRACLE RECREATION EQUIPMENT COMPANY, INC.

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



Miracle Recreation Equip. Co.
 878 E. US Hwy 60
 Monett, MO 65708
 1-888-458-2752

QUOTE: OE25013633
 CUSTOMER: TEMP25000958
 PROJECT: 25015155

Prepared For:

Allison Kardon
 Orangeburg, Town of
 26 Orangeburg Road
 Orangeburg, NY 10962
 +18453595100 Ext. 2293 (phone)

Project Name & Location:

Town of Orangeburg

Prepared by:

LIBERTY PARKS & PLAYGROUNDS
 Joe Smith
 P.O. BOX 52
 STRATFORD, NJ 08084

Ship To Address:

Playground Medic
 81 Hunt Road
 Orangeburg, NY 10962

End User:

Allison Kardon
 Orangeburg, Town of
 26 Orangeburg Road
 Orangeburg, NY 10962
 (845) 359-5100 (phone)
 akardon@orangetown.com

Quote Number: OE25013633
 Quote Date: 9/24/2025
 Valid For: 30 Days From Quote Date

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
1 QRE 127	Single Post Pyramid Cantilever Length; 14 ft x 14 ft; Entry Height 10ft; Number of column - 1; Fabric Type - Shadesure; Fabric Tops - 1; Fabric Color - See color details below; Frame Finish - Zinc-rich Coastal Primer with Powder Coat; See color details below; Cable/Hardware Finish - Galvanized. Building Code: IBC 2024 Wind Load: 115 MPH and 180 MPH with Fabric On Snow Load: 5 pounds per square foot. It is recommended shade fabric must be taken down during months with chance of snow. Initial: _____ QTY - 2 at Pickleball Court at Veterans Memorial 81 Hunt Rd, Orangeburg, NY 10962 (Royal Blue fabric and White steel) QTY - 2 Shades at the Dog Park at Veterans Memorial Park 81 Hunt Rd, Orangeburg, NY 10962 (Rainforest fabric and Dark Brown steel â€” like a tree!) QTY - 3 Shades at the Splash Pad at Veteran's Memorial Park 81 Hunt Rd, Orangeburg, NY 10962 (Royal Blue fabric and Red steel) QTY - 1 Shade at the Sparkill Park 600 Main St, Sparkill, NY 10976 (Royal Blue fabric and Forest Green steel - to match the playground)	8	0.00	5,876.51	47,012.08
6	Engineered Drawings	1	0.00	850.00	850.00

7 Sourcewell	Discount	1	0.00	-2,820.72	-2,820.72
8 Freight	Freight	1	0.00	9,665.69	9,665.69
9 Install	Installation - Offload and install line item #1 (above) to Veterans Memorial Park, 81 Hunt Road, Orangeburg, NY 10962 and Sparkill Memorial Park, 600 Main Street, Sparkill, NY 10976.	1	0.00	23,958.00	23,958.00

Totals:

Products by Other: \$78,665.05
SubTotal: \$78,665.05
Grand Total: \$78,665.05

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE25013633 **Quote Date:** 9/24/2025 **Equipment:** \$0.00 **Grand Total:** \$78,665.05

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/29/2025

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

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

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Playpower Holdings, Inc. 11515 Vanstory Drive #100 HUNTERSVILLE NC 28078 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: James River Insurance Company		12203
	INSURER B: Pennsylvania Manufacturers' Assoc Ins Co		12262
	INSURER C: Manufacturers Alliance Ins Co		36897
	INSURER D: Columbia Casualty Company		31127
	INSURER E: Allied world Assurance Company (US) Inc		19489
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570115803099 **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	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			000959655 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
								SIR	\$500,000
C		AUTOMOBILE LIABILITY			152400 0652321B	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	X	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY X \$1,000 Ded. Collision <input checked="" type="checkbox"/> \$1,000 Ded. Comp			CA 152400-06-52-32-1A AOS	10/01/2024	10/01/2025	BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
E	X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03140086	10/01/2024	10/01/2025	EACH OCCURRENCE	\$5,000,000
								AGGREGATE	\$5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2024750652321	10/01/2024	10/01/2025	X PER STATUTE OTH-ER	
								E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

RE: Sarkill Park 600 Main Street, Sparkill, NY 10976 & Veterans Memorial Park, 81 Hunt Road, Orangeburg, NY 10962 Installation of Shade equipment. Town of Orangetown, NY is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER

Town of Orangetown, NY
Attn: Allison Kardon
26 W. Orangeburg Rd.
Orangeburg NY 10962 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570115803099





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Playpower Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570115803099			
CARRIER See Certificate Number: 570115803099	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

PlayPower Inc. (First named insured)

Additional Named Insureds

- Play Holdings Inc.
- PlayPower, Inc.
- PlayPower Holdings, Inc.
- PlayPower Finance, Inc.
- Miracle Recreation Equipment Company, Inc.
- E-Z Dock, Inc.
- Kid Play, Inc.
- Soft Play, L.L.C.
- PlayPower LT Farmington, Inc.
- Play Design International SARL
- PlayWorld Systems, Inc.
- PlayWorld Preferred, Inc.
- Playtime LLC
- No Fault LLC

LOCAL LAW NO. ____ OF 2025 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD

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

Section 1. Chapter 41A of the Code of the Town of Orangetown regarding violations and penalties is hereby amended as follows:

§ 41A-1. Penalties for offenses. Any individual, corporation, firm, partnership, association, company or entity of any kind who shall violate any provision of the Orangetown Town Code, to which reference is made to this chapter shall subject to the following penalties:

A. Individual: A sentence to pay a fine when imposed on an individual for ~~an offense~~ a violation defined in this chapter, or for ~~an offense~~ a violation defined outside this chapter for which no special fine on an individual is specified, shall be subject to the following:

1) For a first conviction: a maximum fine of ~~Five Thousand (\$5,000.00)~~ Seven Thousand Five Hundred Dollars ~~or by imprisonment for a period not to exceed fifteen (15) days, or both such fine and imprisonment.~~ Each week's continued violation shall constitute a separate additional violation.

2) For a second conviction, after having been convicted within a period of five (5) years of the first conviction, such violation shall be subject to the following penalties: a maximum fine of ~~Seven- Ten~~ Ten Thousand Five Hundred (\$7,500.00) (\$10,000.00) Dollars or by imprisonment for a period not to exceed fifteen (15) days, or both such fine and imprisonment. Each week's continued violation shall constitute a separate additional violation.

3) For any third or subsequent conviction, after having been convicted two or more times within a period of seven (7) years, such violation shall be subject to the following penalties: a maximum fine of ~~Fifteen~~ Twenty Thousand ~~(\$15,000.00)~~ (\$20,000.00) Dollars or by incarceration for a period less than one (1) year, or both such fine and imprisonment. Each week's continued violation shall constitute a separate additional violation.

§ 41A-3. Violations.

Except as provided otherwise by law, any violation of any provision of the Orangetown Town Code to which reference is made to this chapter shall not be a crime, as that term is defined in Article 10 of the Penal Law, but shall be, instead, ~~a violation~~, an offense as that term is defined in Article 10 of the Penal Law, with the penalties as set forth in this Chapter.

Section 2. Chapter 10C of the Code of the Town of Orangetown entitled “Disorderly Offenses” is hereby amended as follows:

§ 10C-5 Violations and penalties.

~~A violation of this chapter shall be punishable by a fine of up to \$250 and/or imprisonment for a term not to exceed 15 days, or both. Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.~~

Section 3. Chapter 11 of the Code of the Town of Orangetown entitled “Dumping and Trespass” is hereby amended as follows:

§ 11-4 Violations and penalties.

A. ~~Punishment. Any person who commits or permits any violation of the provisions of this ordinance shall be guilty of a violation of this ordinance and upon conviction shall be subject to a fine of not more than \$1,000 or imprisonment not exceeding 15 days, or both such fine and imprisonment. Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.~~

Section 4. Chapter 14B of the Code of the Town of Orangetown entitled “Flood Damage Prevention” is hereby amended as follows:

§ 14B-9 ~~Penalties for offenses.~~ Violations and penalties.

A. ~~Punishment. Any person who commits or permits any violation of the provisions of this ordinance shall be guilty of a violation of this ordinance and upon conviction shall be subject to a fine of not more than \$1,000 or imprisonment not exceeding 15 days, or both such fine and imprisonment. Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.~~

Section 5. Chapter 14C of the Code of the Town of Orangetown entitled “Filming” is hereby amended as follows:

§ 14C-5 Violations and penalties.

~~Any person violating this chapter or rules and regulations contained herein shall be subject to a fine not to exceed \$5,000 and/or to imprisonment for a term not to exceed 90 days, or both. Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.~~

Section 6. Chapter 17B of the Code of the Town of Orangetown entitled “Garbage Removal” is hereby amended as follows:

§ 17B-17 Violations and penalties.

A. ~~Any person, firm or corporation violating any of the provisions of this local law, including any rules and regulations adopted pursuant hereto, shall be guilty of a violation and, upon conviction, shall be punishable by a fine of not more than \$200.~~

Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.

Section 7. Chapter 18 of the Code of the Town of Orangetown entitled “Hawking and Peddling” is hereby amended as follows:

§ 18-14 Violations and penalties.

Any person or entity who shall act as a hawker or peddler as herein defined without a license or who shall violate any of the provisions of this chapter or who shall continue to act as a hawker or peddler subsequent to the revocation of his license shall be considered to be in violation of the provisions of this Chapter., subject to a penalty as follows:

- A. ~~For a first offense, a fine of not less than \$500 and not more than \$1,500;~~
- B. ~~For a second offense within 24 months, as measured from occurrence to occurrence, a fine of not less than \$1,500 and not more than \$3,500; and~~
- C. ~~For a third, or more, offense within 24 months, a fine of not less than \$3,500 and not more than \$10,000, or imprisonment not to exceed 30 days, or both.~~

Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.

Section 8. Chapter 20 of the Code of the Town of Orangetown entitled “Junk Dealers’ Licensing” is hereby amended as follows:

§ 20-6 Violations and penalties.

- A. ~~A penalty of \$10 is hereby imposed for each violation of this ordinance, and in the event that any licensee fails to comply with any of the terms and conditions thereof, his license can be revoked and cancelled by resolution of the Town Board.~~
- B. ~~Each day that a person, association, partnership or corporation operates without the license or licenses required herein, or after a license or licenses heretofore issued have been revoked, shall constitute a separate offense, and subject the offender upon conviction to a separate penalty.~~
- C. ~~Each violation of the foregoing ordinance is hereby declared to be an offense against the Junk Dealers' Ordinance of the Town of Orangetown and shall be punishable by a fine not exceeding \$500 and not more than one year in jail, or both.~~

Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.

Section 9. Chapter 22 of the Code of the Town of Orangetown entitled “Noise” is hereby amended as follows:

§ 22-4 Penalties for offenses.

~~Any person violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof, shall be fined in an amount not exceeding \$250 or be imprisoned for a period not exceeding 15 days or be required to perform up to 50 hours of community service, or any combination of said penalties.~~

Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.

Section 10. Chapter 23A of the Code of the Town of Orangetown entitled “Parking Areas” is hereby amended as follows:

§ 23A-6 Violation and penalties.

~~A. Any violation by a person, firm or corporation of any provision of this local law shall be deemed an offense punishable by a fine not to exceed \$250 or imprisonment for a period not to exceed six months, or both. [Amended 5-10-1993 by L.L. No. 11, 1993]~~

~~B. Any person who takes part in or assists in any violation of this local law shall also be subject to the penalties provided herein.~~

~~C. Each day that a violation of this local law is committed or is permitted to exist shall constitute a separate offense.~~

Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.

Section 11. Chapter 30 of the Code of the Town of Orangetown entitled “Sewers-Rules and Regulations” is hereby amended as follows:

§ 30-33 Violations and penalties.

~~A. In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this chapter shall be guilty of a violation punishable by a fine not exceeding \$350 for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine of not less than \$350 nor more than \$700 or imprisonment for a period not to exceed 15 days, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine of not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed 15 days, or both.~~

any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.

Section 12. Chapter 30C of the Code of the Town of Orangetown entitled “Stormwater Management” is hereby amended as follows:

§ 30C-13 Enforcement; penalties for offenses.

B. Penalties. In addition to or as an alternative to any penalty provided herein or by law, ~~any person convicted for violating the provisions of this local law shall be guilty of a violation punishable by a fine not exceeding \$1,000 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense both of which were committed within a period of five years, punishable by a fine not less than \$1,000 nor more than \$2,500 or imprisonment for a period not to exceed 15 days, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$2,500 nor more than \$5,000 or imprisonment for a period not to exceed 15 days, or both. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this local law shall be deemed offenses. Each week's continued violation shall constitute a separate additional offense.~~ any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.

Section 13. Chapter 31B of the Code of the Town of Orangetown entitled “Sidewalk Cafes and Vending” is hereby amended as follows:

§ 31B-10 Penalties for offenses.

~~Any person who shall violate any of the provisions of this chapter shall be liable to prosecution in the Town Justice Court and shall, upon conviction thereof, be liable to a fine that shall not exceed \$250.~~ Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code. If a fine imposed pursuant to this section or resulting from the maintenance, use or operation of a sidewalk cafe or vending is not paid within five business days after the fine is imposed, except as otherwise ordered by the Court, the Town may immediately revoke the permit.

Section 14. Chapter 33 of the Code of the Town of Orangetown entitled “Swimming Pools” is hereby amended as follows:

§ 33-10 Violation and penalties.

~~Any person who shall violate this ordinance shall be guilty of an offense against the ordinance, and upon conviction shall be subject to a fine of not more than \$50. Each week's violation shall constitute a separate and additional violation.~~ Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code. Notwithstanding the penalty hereinbefore provided, the Town of Orangetown may enforce obedience of this ordinance or any part thereof by injunction to restrain such violation.

Section 15. Chapter 35 of the Code of the Town of Orangetown entitled “Trees and

Shrubbery” is hereby amended as follows:

§ 35-6 Violations and penalties.

~~Any person, firm or corporation violating any of the provisions of this ordinance shall be guilty of an offense against this ordinance and subject to fine not exceeding \$100 for each offense. The magistrate before whom conviction is had shall fix the amount of said penalty not in excess of the maximum herein provided. Each 24 hours of a continued violation of this ordinance after a complaint is made, shall constitute a separate offense. Any person or entity violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof shall be sentenced in accordance with the penalties as set forth in Chapter 41A of the Town Code.~~

Section 16. Authority

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

Section 17. Severability

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

Section 18. Effective Date

This Local Law shall become effective immediately upon being filed with the Secretary of State.

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

-----X
In the Matter of the Application of

125 GREENBUSH LLC

PETITION

For amendments to the Zoning Code of the Town of Orangetown establishing a Multifamily Dwelling Community District Floating Zone in the existing Light Industrial District (“MFDC-LI District”), and to the Zoning Map of the Town of Orangetown, to rezone and map the real property at 155 South Greenbush Road, designated on the Tax Assessment Map of the Town of Orangetown as Section 74.07, Block 1, Lot 15.2, to the MFDC-LI District.

-----X

125 GREENBUSH LLC (“Petitioner”), by and through its attorneys, DelBello Donnellan, Weingarten Wise & Wiederkehr, LLP, hereby petitions the Town Board of the Town of Orangetown (the “Town Board”) pursuant to Chapter 43, Sections 10.4 and 10.5 of the Zoning Code of the Town of Orangetown (the “Zoning Code”) and New York Town Law Section 265, as follows:

PETITIONER

1. Petitioner is a New York limited liability company, duly authorized to conduct business in the State of New York, having a principal place of business at 16 Squadron Blvd, New City, NY 10956. Petitioner is a related company of Alexander Property Holdings LLC (“APH”), a privately held real estate company that is principally engaged in the acquisition, development, ownership, and management of premier real estate throughout the country. APH’s real estate portfolio includes market-rate apartments, a Spring Valley shopping center with a supermarket, and recent acquisitions for redevelopment into housing, including the Shops at Nanuet.

2. Petitioner is the owner of certain real property at 155 South Greenbush Road in the Town of Orangetown (the “Town”) identified on the tax rolls as Section 74.07, Block 1, Lot 15.2

(the “Property”). Petitioner’s adjacent property at 125 South Greenbush (Lot 15.1) (“125 S. Greenbush”) is not part of this application. Attached as **Exhibit “A”** is a map depicting the Property.

THE PROPERTY

3. The Property consists of approximately 11.9 acres, fronting on the east side of South Greenbush Road. The Property is bounded to the north by a single-family residential neighborhood, to the south by a commercial area including several warehouse buildings, to the west by an existing office building and light manufacturing facility as well as the Route 303 corridor, and to the east by the Clausland Mountain County Park.

4. The Property is located within the LI Light Industrial District of the Town (the “LI District”), which covers approximately five (5) percent of the Town (994 acres), consisting of 116 individual parcels. The LI District permits warehouses, all types of manufacturing uses, and other commercial uses.

5. The Property is not within the Route 303 Overlay District or any of the other existing overlay districts of the Town. To the north, the Property is bounded by the R-40 District, to the south by the LIO District, to the east by the R-80 District, and to the west by the LIO District and R-15 district.

6. By way of background, in 1999 the Planning Board approved a subdivision that resulted in the creation of the two separate lots: the Property, which was improved with an 8,000 square foot warehouse building, and the adjacent lot at 125 S. Greenbush, which was already improved with a warehouse and office building. The building on the Property has since been demolished and the Property is currently used for school bus parking and storage but is otherwise unimproved.

7. In or around 2004, the Town of Orangetown Planning Board granted preliminary and final site plan approval for an 87,550 square foot flex warehouse/light manufacturing building on the Property with associated parking. The warehouse was never constructed.

8. Petitioner purchased both the Property and 125 S. Greenbush in 2017 and has been operating the existing building at 125 S. Greenbush for warehouse purposes.

9. Since 2019, Petitioner made numerous submissions to, and appearances before, the Planning Board in furtherance of concurrent site plan applications for an expansion of the existing warehouse building at 125 S. Greenbush and for a new approximately 128,000 square foot warehouse at the Property (collectively, the “2019 Proposals”).

10. During the site plan approval process for the 2019 Proposals, the community expressed various concerns regarding increasing truck traffic and proliferation of warehouses in the Town. Accordingly, Petitioner has withdrawn the 2019 Proposals and now submits this Petition in support of a multi-family development on the Property that will help meet the housing needs of the community.¹

THE PROPOSED PROJECT

11. Petitioner is currently proposing to develop the Property with a multifamily residential development, generally in accordance with the Concept Plan attached hereto as **Exhibit “B”** (the “Project”).

12. The Project is planned to include on the Property: (i) 140 rental dwelling units in a single, 4-story multifamily building, consisting of a mix of one-bedroom and two-bedroom dwellings together with associated parking and infrastructure, including 90 spaces in a below ground garage and 150 surface parking spaces (total 240 spaces); and (ii) 20 rental townhomes

¹ As previously mentioned, 125 S. Greenbush is not included in this Petition and Petitioner is currently not proposing any modifications to that property at this time.

consisting of a mix of two or three bedroom units and an attached one-car garage and parking for one car in the driveway of each unit, accommodating a total of 40 parking spaces.

13. The Project is located within the South Orangetown School District and is intended to target young professionals and empty nesters, which will minimize the number of school age children generated by the Project.

14. The Property is serviced by public water and sewer and is located within the Orangetown Sewer District and the Veolia Water District.

15. The Project has been thoughtfully designed to avoid disturbance to the wetlands and wetlands buffer on the Property and to create a landscaping buffer along the boundary with the residential neighborhood to the north.

16. The proposed 4-story building has been designed to be aesthetically appealing, with indoor and outdoor amenity spaces for residents. The townhomes will provide a less visually dense development along the Property frontage and limit the visibility of the 4-story building from South Greenbush Road. A rendering of the proposed Project is attached hereto as **Exhibit “C.”**

17. The Project will utilize a variety of green and well building technologies and standards, including bicycle racks, energy efficient appliances and lighting, water efficient plumbing fixtures and include electric vehicle charging stations in the parking areas.

18. As shown on the Concept Plan, access to the Project is proposed directly from South Greenbush Road. Emergency access will be provided over an existing right of way on the adjacent property at 125 S. Greenbush, with the access rights to be recorded with the County Clerk.

19. Multi-family residences (more than 4 dwelling units) are not permitted in the LI District. Further, the Project does not comply with certain density, bulk, and dimensional regulations of the LI District.

THE PROPOSED AMENDMENTS TO THE ZONING CODE AND ZONING MAP

20. To permit the Project, the Petitioner respectfully requests that the Town Board adopt amendments to the Zoning Code of the Town of Orangetown (the “Zoning Code”) to establish a new unmapped floating zoning district in the Light Industrial (“LI”) District be known as the Multifamily Dwelling Community Floating Zone in LI District (“MFDC-LI”), in which a multifamily dwelling community or “MFDC” would be the principally permitted use, and which would contain the location criteria for mapping the MFDC-LI District, and the specific use, dimensional, and parking requirements for an MFDC. The proposed amendments to the Zoning Code (the “Amendments”) are set forth in **Exhibit “D”** attached hereto.

21. The MFDC-LI is proposed to be permitted only in the underlying LI District. Petitioner also requests that the Town Board amend the Zoning Map of the Town of Orangetown (“Zoning Map”) to rezone and map the Property to the MFDC-LI District.

22. Petitioner respectfully submits that the adoption of the Amendments and rezoning of the Property will facilitate the development of a range of housing types in the Town, provide for a transitional use between existing industrial and residential areas, and permit appropriate redevelopment of the Property.

23. The Amendments will establish a new MFDC use, defined as a complex of one or more detached or attached buildings that together contain twenty (20) or more dwelling units consisting of apartment-style units and/or attached or semi-attached townhome style units for sale or rent within multiple buildings on the same lot.

24. The Amendments will also limit the mapping of the MFDC-LI to parcels that are ten-acre or larger within the LI District and which are also adjacent to any low-density or medium-density residential district. The maximum density for an MFDC would be 15 dwelling units per acre. See **Exhibit “D”** for all dimensional restrictions.

25. The establishment of the MFDC-LI is intended to facilitate the development of a range of housing types in the Town and provide for a transitional use between existing industrial and residential areas.

26. In addition to the Property, there are four (4) other parcels in the Town that satisfy the proposed locational criteria, totaling approx. 86 acres, or 8.7% of the LI District, all of which are currently improved with warehouse and commercial buildings.

CONFORMANCE WITH COMPREHENSIVE PLAN

27. The proposed Amendments would be consistent with the Town's 2023 Comprehensive Plan and the 2011 Rockland County Comprehensive Plan.

28. The Rockland County Comprehensive Plan recognizes the needs for sufficient housing stock "for the aging and young adult populations" and the need for additional housing options.

29. The Town's Comprehensive Plan recognizes that only "[e]ight percent of residential land use in the Town is devoted to multi-family housing, and within that land use category, the vast majority exists in the form of two-family residences." (p. 30)

30. While the surveys of residents taken as part of the Town's Comprehensive Plan generally did not favor multi-family developments (p. 253), some residents recognized that "Diversity is an important quality of our community, and it requires multi-family housing and rentals, for which development is possible in environmentally and architecturally sensitive ways." (p. 264)

31. The Project also satisfies the objectives of the Town's Comprehensive Plan that encourage an appropriate balance of residential and non-residential development and discouraging warehouse and distribution center uses near residential areas. (p. 17, 25).

32. The Project has been developed as an alternative to a warehouse development, which the Town Comprehensive Plan discourages due to resident concern about proliferation of warehouses in the Town.

33. If the Town Board grants this Petition and adopts the proposed Amendments and rezoning, the Project will also require site plan approval from the Town Planning Board.

COMPLIANCE WITH THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

34. Under the requirements of the State Environmental Quality Review Act (“SEQRA”) the actions directly and indirectly proposed by this Petition are classified as a Type I action. Accordingly, Petitioner will comply with the requirements of SEQRA as regards a Type I action. A completed full environmental assessment form is attached hereto as **Exhibit “E.”** Petitioner respectfully submits that the actions directly and indirectly proposed by this Petition are not reasonably expected to result in any significant adverse environmental impacts.

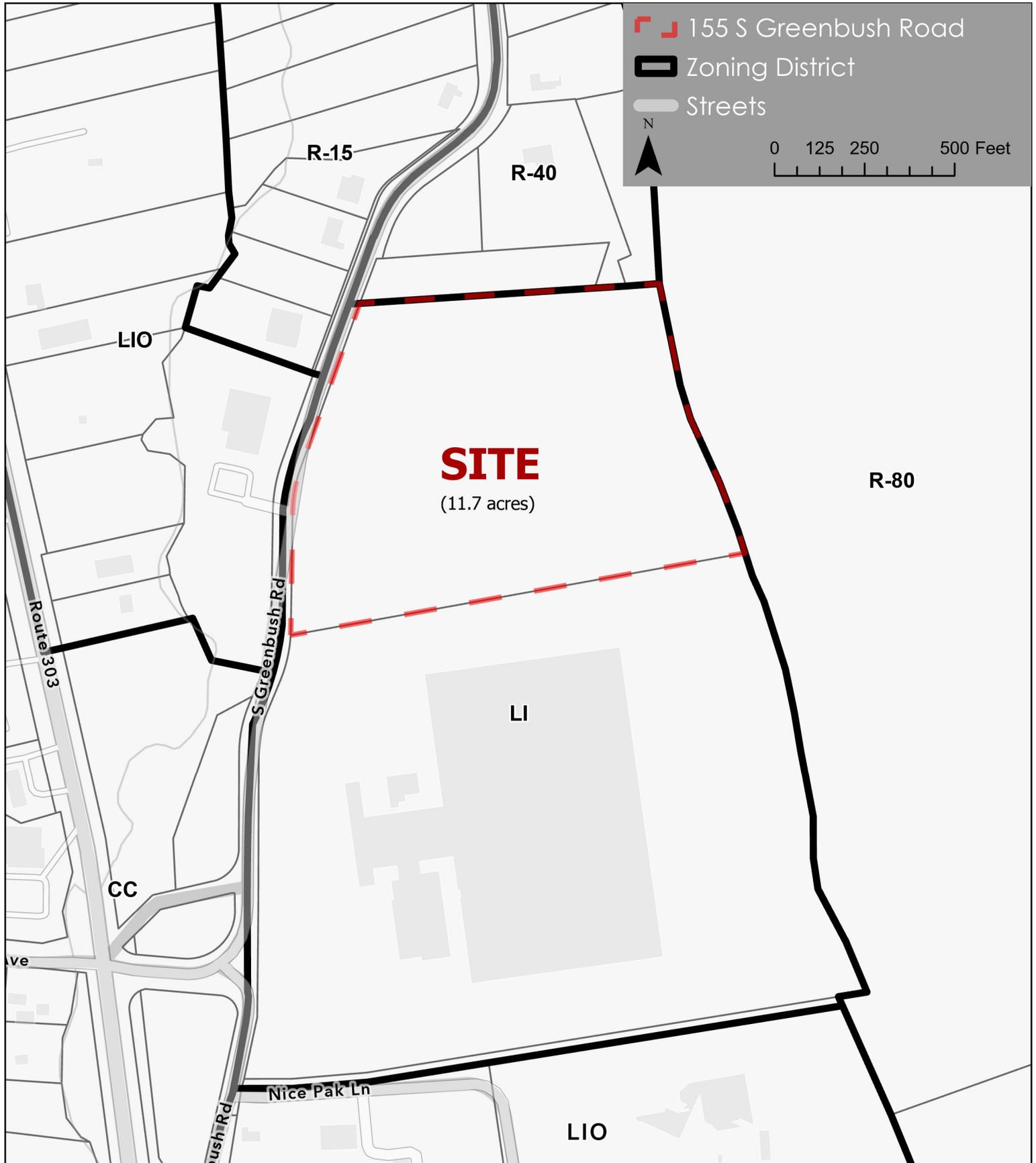
WHEREFORE, Petitioner respectfully requests that the Town Board grant this Petition and amend the Zoning Code as set forth herein.

Dated: September 22, 2025
White Plains, New York

Respectfully submitted,

**DelBello Donnellan Weingarten
Wise & Wiederkehr, LLP**
Attorneys for Petitioner
One North Lexington Avenue, 11th floor
White Plains, New York 10601

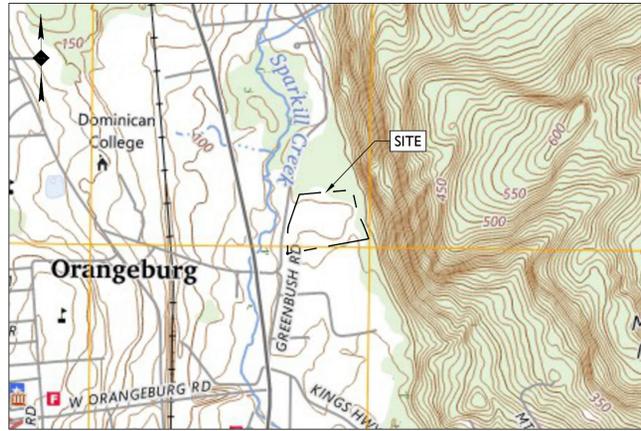
Exhibit "A"
Property Map



155 S Greenbush Road
Orangetown, New York

Site Location

Exhibit “B”
Concept Plan



KEY MAP



LANDSCAPING NOTES

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH.
4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1 SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	SUGGESTED	PROPOSED
CH. 43 §4.32(5)	TOWNHOME 2 PARKING SPACES PER UNIT 20 TOTAL TOWNHOME UNITS * 2: 40 SPACES REQUIRED	TOWNHOUSE: 40 SPACES
CH. 43 §6.34	MULTIFAMILY/APARTMENT STYLE 1.5 PARKING SPACES PER UNIT 140 TOTAL MULTIFAMILY UNITS * 1.5: 210 SPACES REQUIRED PARKING STALL DIMENSIONS: 9 FT X 18 FT	MULTIFAMILY: 240 SPACES*

(*) INCLUDES 90 GARAGE SPACES

LAND USE AND ZONING		
BLOCK 1, LOT 15.2		
LIGHT INDUSTRIAL DISTRICT (LI)		
PROPOSED USE	MULTIFAMILY DWELLING COMMUNITY	
ZONING REQUIREMENT	PERMITTED USE (*)	SUGGESTED
MINIMUM LOT AREA	435,600 SF (10.0 AC)	518,417 SF (11.90 AC)
MAXIMUM FLOOR AREA RATIO	0.6	0.56 (**)
MINIMUM STREET FRONTAGE	100 FT	658.2 FT
MAXIMUM BUILDING DENSITY	65%	13.4 % (69,478 SF)
MAXIMUM UNIT DENSITY	15 UNITS PER ACRE	(140 UNITS / 11.90 AC) = 13.4 UNITS PER ACRE
MINIMUM FRONT YARD SETBACK	50 FT	63.5 FT
MINIMUM SIDE YARD SETBACK (ONE) (ABUTTING RESIDENTIAL DISTRICT)	50 FT	51.5 FT
MINIMUM SIDE YARD SETBACK (BOTH)	75 FT	89.8 FT
MINIMUM REAR YARD SETBACK	50 FT	393.1 FT
MAXIMUM BUILDING HEIGHT	4 STORIES / 50 FT	APARTMENTS: 50.0 FT (**) TOWNHOUSES: 38.0 FT (***)

(*) A MULTIFAMILY DWELLING COMMUNITY MAY BE PERMITTED UPON THE ISSUANCE OF A SPECIAL PERMIT BY THE TOWN BOARD
(**) VALUE PROVIDED BY ARCHITECTURAL TEAM
(***)

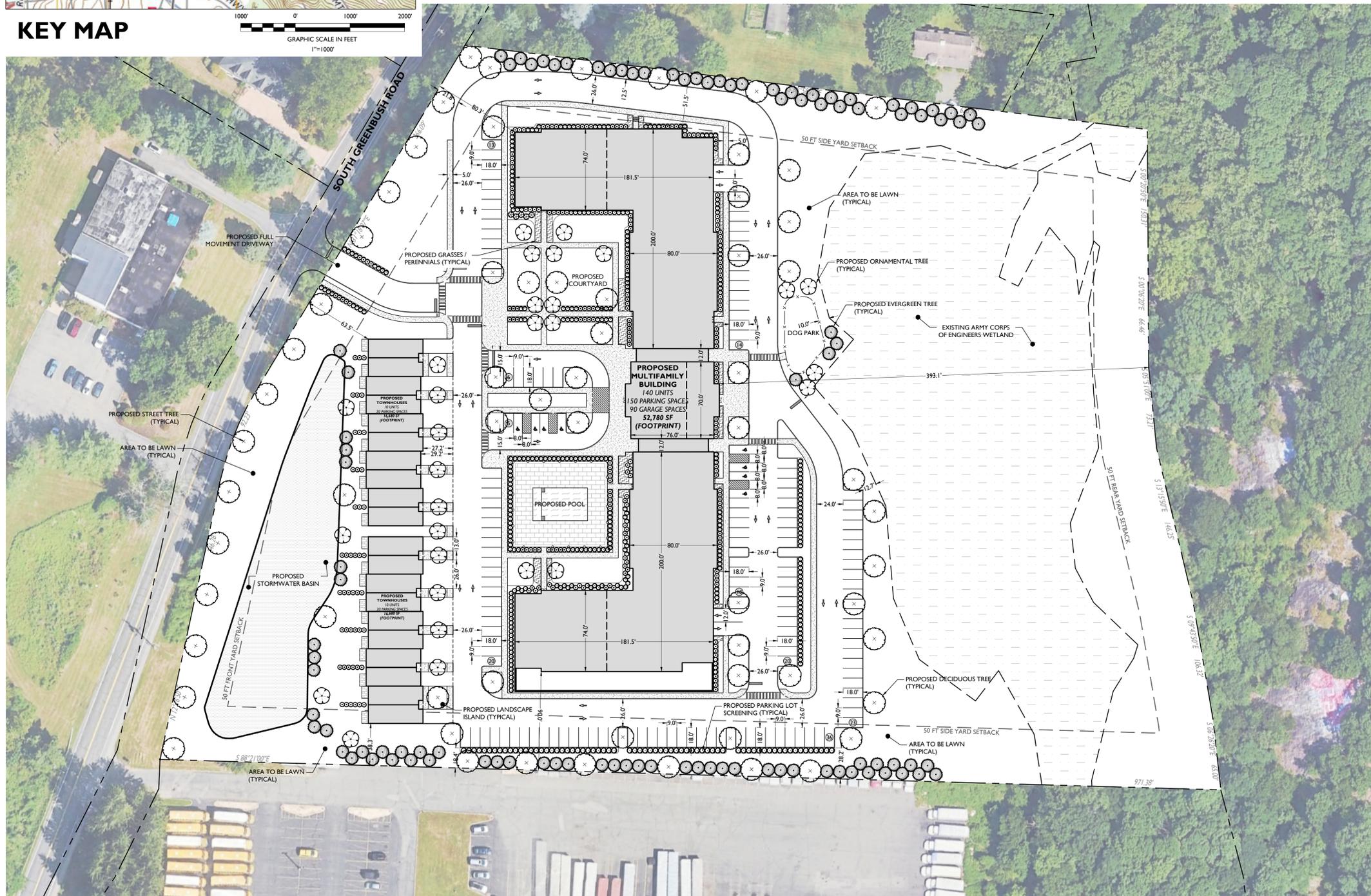
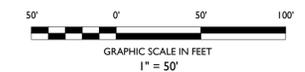
SYMBOL	DESCRIPTION
---	PROPERTY LINE
- - - -	SETBACK LINE
- . - . - .	SAWCUT LINE
---	PROPOSED CURB
---	PROPOSED FLUSH CURB
○ ○	PROPOSED SIGNS / BOLLARDS
■	PROPOSED BUILDING
□	PROPOSED CONCRETE
⌋	PROPOSED BUILDING DOORS
⊗	PROPOSED DECIDUOUS TREE
⊙	PROPOSED ORNAMENTAL TREE
⊖	PROPOSED EVERGREEN TREE
⊗ ⊙ ⊖	PROPOSED SHRUBS
▨	PROPOSED GRASSES / PERENNIALS



Know what's below
Call before you dig.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.



NOT APPROVED FOR CONSTRUCTION

STONEFIELD
engineering & design

Rutherford, NJ · New York, NY · Salem, MA
Princeton, NJ · Tampa, FL · Birmingham, MI
www.stonefielddesign.com

584 Broadway, Suite 310, New York, NY 10012
Phone 718.606.8305

PRELIMINARY SITE PLANS

ALEXANDER PROPERTY HOLDINGS

PROPOSED MULTIFAMILY AND TOWNHOME DEVELOPMENT
BLOCK 1, LOT 15.2
155 SOUTH GREENBUSH ROAD
TOWN OF ORANGETOWN
ROCKLAND COUNTY, NEW YORK

ZACHARY E. CHAPLIN, P.E.
NEW YORK LICENSE No. 99748
LICENSED PROFESSIONAL ENGINEER

STONEFIELD
engineering & design

SCALE: 1" = 50' PROJECT ID: NYC-240245

TITLE:
PRELIMINARY SITE & LANDSCAPING PLAN

DRAWING:

Exhibit “C”
Rendering



PROPOSED APARTMENT COMMUNITY

155 SOUTH GREENBUSH, NY

October 11, 2024 | 610.649.8500 | www.meyerdesigninc.com

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PROPOSED APARTMENT COMMUNITY

155 SOUTH GREENBUSH, NY

October 11, 2024 | 610.649.8500 | www.meyerdesigninc.com

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Exhibit “D”
Proposed Zoning Amendments

PROPOSED ZONING AMENDMENTS

1. Amend Town Code Chapter 43 to add a new Section 4.7 entitled “Multifamily Dwelling Community Floating Zone in LI District (MFDC-LI),” as follows:

A. Purpose and intent. The purpose and intent of the MFDC-LI is to facilitate the establishment of multifamily dwellings in the Light Industrial (LI) District as a transitional use between existing industrial and residential areas. The MFDC-LI shall be an unmapped zoning district that may be mapped at the discretion of the Town Board on an eligible site, subject to the provisions of this section and Section 10.5 of the Zoning Ordinance with regard to the review of zoning text and map amendments.

B. Eligible sites. Mapping of the MFDC-LI may be considered for any property located within the LI District that is ten (10) acres or larger in size and adjacent to any low-density or medium-density residential district.

C. Permitted principal use. A multifamily dwelling community (“MFDC”) shall be the principal permitted use in the MFDC-LI, defined as a complex of one or more detached or attached multifamily buildings that together contain twenty (20) or more dwelling units. An MFDC may consist of apartment-style units and/or attached or semi-attached townhome style units for sale or rent within multiple buildings on the same Lot. Each unit may contain one-bedroom, two-bedroom, or three-bedroom units; however not more than 25% of the total number of units in an MFDC development shall be three-bedroom units.

D. Permitted accessory uses. In addition to the permitted dwelling units and associated off-street parking facilities, an MFDC may also include the following accessory uses:

1. Indoor or outdoor swimming pool for residents
2. Fitness Center for residents
3. Dog park or other outdoor recreational areas for residents

E. Lot and bulk controls. MFDCs shall meet the following lot and bulk controls:

1. Minimum lot area: 10 acres
2. Maximum density permitted: 15 dwelling units per acre
3. Maximum floor area ratio: 0.60
4. Minimum street frontage: 150 feet
5. Maximum building coverage: 65%
6. Minimum front yard: 50 feet from lot line
7. Minimum side yard setback (one/both): 50 feet from lot line for side yard adjoining residential district / 75 feet combined
8. Rear yard: 50 feet from lot line
9. Maximum building height: 4 stories or 50 feet
10. Minimum off-street parking:
 - a. Apartment-style units: 1.5 parking spaces per one unit, which may be located in a private parking garage or parking lot.
 - b. Attached or Semi-attached townhome style units: two parking spaces per unit, which may be provided for in an individual driveway or covered garage attached to the unit.

c. Off-street parking spaces may be located within side yard setbacks, except where the side yard adjoins a residential district.

F. Additional Requirements.

1. The portion of the MFDC adjoining a residential district boundary shall be screened in compliance with requirements of the Code by installing a landscaped area at least six feet wide along the boundary line that shall be densely planted with shrubs or trees at least six feet high at the time of planting, that are of a type that will form a year-round dense screen of at least six feet high, or, if required by the Town Board, an opaque wall or barrier or uniformly painted fence at least six feet high.

2. Where an applicant cannot meet the requirements of any part or parts of this section, the Town Board shall have the power at the time of rezoning to waive or modify such requirements as contained herein as long as the objectives of this article can still be met.

G. Procedures.

1. Application to rezone to the MFDC-LI shall be made to the Town Board in accordance with applicable provisions of § 10.5 of this chapter. A petition for a rezoning to the MFDC-LI shall be in a form sufficient to enable the Town of Orangetown to evaluate the applicant's proposal and its consistency with the intent, purposes and general design standards expressed herein. The petition for a rezoning shall also be accompanied by a written description of the proposed development and a concept plan.

2. The Town Board may retain professional consultants as deemed necessary in order to review any proposed MFDC concept plans, with funding for said consultants provided by the applicant for the MFDC through the establishment of an escrow account. The amount of said escrow shall be determined by the Town Board in consultation with the applicant.

3. Concurrent site plan review. An applicant may submit a detailed site plan consistent with Chapter 21A, Site Development Plan Approval concurrently with the petition for rezoning to MFDC-LI, subject to site plan review procedures for the Town of Orangetown, including Planning Board review of said plans and related documentation. Approval of the site plan may not, however, occur until the rezoning occurs.

4. The Town Board expressly reserves the right and the authority to review any proposed site plan before preliminary approval by the Planning Board of any development within a MFDC-LI to determine whether, in the judgment of the Town Board, the proposed plan or plat does not substantially deviate from the final concept plan presented to and reviewed by the Town Board as part of the rezoning process.

F. Town Board action on the application for rezoning to MFDC-LI.

(1) The Town Board shall refer the petition for rezoning and all accompanying maps, plans and reports to the Town Planning Board, the County Planning Department and other boards and agencies in accordance with applicable laws and regulations. Said boards, agencies and departments shall report back to the Town Board prior to the Town Board holding a public hearing on the proposed rezoning.

(2) Following required public hearing(s) (which shall be held on notice which shall be furnished and accomplished by the applicant, at the sole cost and expense of the applicant, by mailing by first class mail at least seven days in advance to all property owners of properties located within 500 feet of any boundary of the property under consideration) and project review under the State Environmental Quality Review Act (SEQRA), the Town Board may approve or disapprove the rezoning petition in accordance with the provisions of applicable law.

(3) The Town Board, at its discretion, may attach any reasonable conditions on an approval of an MFDC as necessary to assure conformance with the intent and purposes of the Town Comprehensive Plan and the MFDC-LI regulations, as specified herein.

(4) Upon Town Board approval, the MFDC-LI shall be noted on the Town's Official Map in accordance with Section 10.5 of the Zoning Ordinance. The MFDC-LI shall be in addition to and shall overlay the LI district so that the land in the MFDC-LI shall also be in the LI district. The effect is to create a new district which has the characteristics and limitations of the LI district and the MFDC-LI. Accordingly, an MFDC-LI shall be subject to the use, dimensional and other provisions set forth in this section and not the regulations of the LI district or any conflicting provisions of this Chapter.

2. Amend Section 15.4.1, subsection (D) to add "Multifamily Dwelling Community Floating Zone in LI District (MFDC-LI)," to the list of zones that may request an exemption from registration with the Town of Orangetown Office of Building, Zoning, Planning, Administration and Enforcement (OBZPAE).

Exhibit “E”
Environmental Assessment Form

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 155 S. Greenbush Road / Multifamily Dwelling Community		
Project Location (describe, and attach a general location map): 155 S Greenbush Road, Orangetown, NY (Tax Parcel 74.07-1-15.2)		
Brief Description of Proposed Action (include purpose or need): The Applicant is proposing to amend the Town of Orangetown Zoning Code to establish an unmapped Multifamily Dwelling Community Floating Zone (MFDC-LI) in the underlying Light Industrial (LI) District, change the zoning of the project site to MFDC-LI, and amend the Town Zoning Map to reflect same. The proposed amended zoning would allow construction on this 11.9 acre property of a new multifamily project consisting of a four-story building containing 140 rental units (56 1-bedroom and 84 2-bedroom units) and 20 townhome rental units (2-bedroom units) to meet the housing needs of the community. Proposed parking for the multifamily building includes a 90-space subsurface garage under the building and 150 surface parking spaces. Proposed parking for the townhome units will include 1 garage space and 1 driveway space for each unit, for a total of 40 townhome spaces. Total parking on site will include 280 parking spaces. The proposed action will include a zoning amendment from the Town Board and site plan approval from the Planning Board.		
Name of Applicant/Sponsor: 125 Greenbush LLC		Telephone: 845-639-7700 E-Mail: jake@alexanderprop.com
Address: 16 Squadron Blvd, Suite 106		
City/PO: New City	State: NY	Zip Code: 10956
Project Contact (if not same as sponsor; give name and title/role): Jake Berdugo		Telephone: 845-639-7700 E-Mail: jake@alexanderprop.com
Address: 16 Squadron Blvd, Suite 106		
City/PO: New City	State: NY	Zip Code: 10956
Property Owner (if not same as sponsor): SAME		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board: Zoning Amendment	
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Planning Board: Site Plan Approval	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Orangetown Sewer District No 1, Veolia Water and Orange and Rockland Utilities	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rockland County Health Dept, Drainage Agency, Highway Dept, Division of Environmental Res.	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC, NYSDOT	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):
 Hudson River Valley Greenway Community _____

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
LI (Light Industrial District)
- b. Is the use permitted or allowed by a special or conditional use permit? Yes No
- c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? MFDC-LI

C.4. Existing community services.

- a. In what school district is the project site located? South Orangetown School District
- b. What police or other public protection forces serve the project site?
Orangetown Police Department
- c. Which fire protection and emergency medical services serve the project site?
Orangetown Volunteer Fire Department
- d. What parks serve the project site?
Clausland Mountain Park, Nike Overlook Park, Tackamack North Park, Blauvelt State Park, Independence Park

D. Project Details

D.1. Proposed and Potential Development

- a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? multifamily residential
- b. a. Total acreage of the site of the proposed action? 11.9 acres
b. Total acreage to be physically disturbed? 7.6 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 36.4 acres
- c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____
- d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____
- e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: 18-24 months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	160

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ 24,640 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: Veolia Water NY
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
1,036 LF of 12" diameter class 54 ductile iron pipe watermain
- Source(s) of supply for the district: Veolia wells

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 24,640 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: Orangetown Treatment Plant
- Name of district: Orangetown Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p>_____ Square feet or <u>4.3</u> acres (impervious surface)</p> <p>_____ Square feet or <u>11.9</u> acres (parcel size)</p> <p>ii. Describe types of new point sources. <u>Rain runoff from roof leaders from new buildings, driveways, and parking areas.</u></p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p><u>Stormwater runoff will be directed to on-site stormwater management facilities with an overflow to an existing drainage structure on S. Greenbush Road.</u></p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ <p>_____</p> <ul style="list-style-type: none"> • Will stormwater runoff flow to adjacent properties? _____ 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)</p> <p>_____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of 7am to 6pm.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
N/A

iii. Parking spaces: Existing 0 Proposed 280 Net increase/decrease +280

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>7 AM - 5 PM</u> • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>24/7 (residential)</u> • Saturday: <u>24/7 (residential)</u> • Sunday: <u>24/7 (residential)</u> • Holidays: <u>24/7 (residential)</u>
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
During construction noise may exceed ambient levels temporarily due to the use of typical construction equipment. Noise will return to ambient levels when construction is complete.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Exterior lighting to be downward facing at approximately 20 feet in height and spread throughout the parking lot to provide residential lighting levels for parking areas. Additional light fixtures will be building mounted, LED, and downward facing.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): Parkland

ii. If mix of uses, generally describe:
 Industrial/Commercial to south + west, Residential to north, Parkland to west

b. Land uses and coverytypes on the project site.

Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.03	4.36	+3.33
• Forested	7.6	2.4	-5.2
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	-
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	-
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	-
• Wetlands (freshwater or tidal)	2.43	2.43	0
• Non-vegetated (bare rock, earth or fill)	0	0	
• Other Describe: <u>landscaping/lawn</u>	0.84	2.71	+1.87

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): C344070, V00317, 344072
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
344072: 840 ft NW of site, Resource Conservation and Recovery remediation program, Class PR (potential RCRA corrective action); V00317: 1,750 ft NW of site, Voluntary Cleanup Program, Class N (no further action at this time); C344070: 1,750 ft NW of site, Brownfield Cleanup Program, Class A (active)

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >12 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: Gravelly sandy loam _____ 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ >12 feet

e. Drainage status of project site soils: Well Drained: _____ 85 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ 15 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name On-site wetland _____ Approximate Size 2.43 ac.
- Wetland No. (if regulated by DEC) ACOE Wetlands/DEC jurisdiction TBD

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer _____

m. Identify the predominant wildlife species that occupy or use the project site: typical urban species (deer, birds, _____ raccoons, mice, etc.) _____	_____ _____ _____
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Species and listing (endangered or threatened): _____ Northern-long Eared Bat (endangered), Tricolored Bat (proposed endangered), and the Monarch Butterfly (proposed threatened) are federally listed species that may be found in Rockland County. _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: <u>Clausland Mountain Park, Blauvelt State Park, Palisades Interstate Parkway</u>	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Local Park, State Park, Scenic Byway</u>	
<i>iii.</i> Distance between project and resource: _____ <5 miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

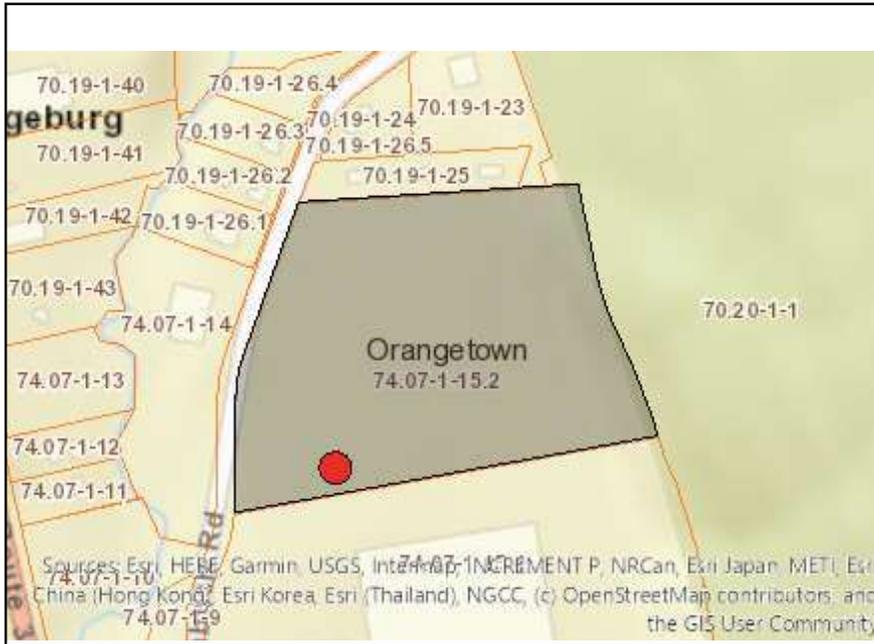
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Alexa Sikoryak, AICP Date 7/31/2025

Signature  Title Planning Consultant for Applicant



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C344070, V00317, 344072
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No

E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

**RELEASE AND DEFENSE,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS RELEASE, DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement") made as of this ____ day of _____, 2025, by and between ROOPA AWAL and ASHOK AWAL residing at 50 Woods Road, Palisades, New York 10964, the parties of the first part (hereinafter "AWAL"), and the TOWN OF ORANGETOWN, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, the party of the second part (hereinafter "TOWN").

RECITALS:

WHEREAS, the party of the first part represents and warrants that it is the owner in fee simple of premises more particularly described in Schedule "A" annexed hereto and forming a part hereof, and known as and by street address number: 50 Woods Road, Palisades, New York in the Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 78.18, Block 1, Lot 37 (the "premises"); and

WHEREAS, the party of the first part made application to the Town Building Department and the Zoning Board of Appeals to install and erect fencing along certain boundaries of the premises, requiring variances from: (1) Town Code Chapter 43 §5.226 Fence Height as a 4 ½ foot fence is permitted in the front yard with six (6') foot and eight (8') 8 foot proposed; and (2) Town Code Chapter 43 §5.226 Fence Setback as fences over 6 foot must be set back from the property lot line a distance equal to 2/3 its' height with the fence being proposed on the property line; and

WHEREAS, the Awal submission to the Zoning Board of Appeals revealed the existence of a twenty-five (25') foot easement for "future road widening" at the northeast side and the east side of the premises; and

WHEREAS, as part of their application to the Zoning Board of Appeals, the Awal's submitted a letter dated February 13, 2025 from Jade Abstract Co. advising that their records concerning Title No. 37712 JAD and the Rockland County Clerk's records indicate that Filed Map #3695 (entitled "Peet Farm Subdivision of Property for Francois T. Hyde") which was filed on April 4, 1968 shows "future road widening" and appears to be a private easement; and further that the title company had not found any recorded road widening easements to the Town of Orangetown or to the County of Rockland.

WHEREAS, as a condition of granting approval for the fencing, as set forth in ZBA Decision #25-54, the Town has required Awal to provide a hold harmless and indemnification agreement in favor of the Town to protect the Town in the event that any recorded or unrecorded easement is later discovered, or any claims are asserted against the Town with respect thereto;

WHEREAS, the party of the first part hereby provides to the party of the second part, an agreement, running with the land, is made, in recordable form, which provides, *inter alia*, that:

(1) the party of the second part will not, as a result of, or in connection with, or related to, incur any liability in or any responsibility for the removal, upkeep, repair, replacement, restoration and/or maintenance of the said fencing;

(2) the party of the first part will not assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights possibly held by the party of the second part in or to the twenty-five (25') foot "future road widening easement", or any part thereof; and

(3) the party of the first part agrees, at its sole cost and expense, to indemnify and hold harmless and defend the party of the second part from and against any and all liability or responsibility, resulting from, or in connection with, or related to, the removal, upkeep, repair, replacement, restoration and/or maintenance of the said fencing, or claims thereof.

WHEREAS, Owner hereby agrees, covenants, promises, represents and pledges to fully indemnify, save and hold harmless the Town, its' officials, officers, agents, employees and its' Boards and members thereof ("Town employees"), from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever, in law or in equity, including an action, suit, proceeding or claim of any person, corporation, company, organization, association or business entity, that may arise out of Owner's installation, erection and maintenance of the said fencing (hereinafter referred to as "Claims"); and

WHEREAS, Owner further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town 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

WHEREAS, Owner further agrees, covenants, promises, represents and pledges to fully reimburse, recompense and/or compensate the Town for any and all damages to the Town, and for any and all injury to any of the Town's employees;

SCHEDULE A (description of premises)

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Orangetown, County of Rockland and State of New York, known and designated as **Lot 3** on a certain map entitled "Peet Farm, Subdivision of Property for Francois T. Hyde (owner) Rebekah Harkness-contract purchaser at Palisades, Town of Orangetown, Rockland County, N.Y." filed in the Rockland Clerk's Office on April 4, 1968 in Book 75 of Maps at Page 7 as **Map No. 3695**; being bounded and described as follows:

BEGINNING at the Northeasterly corner of the premises at a point on the Westerly right-of-way line of a 25 foot wide road known as Woods Road; running thence

1. Along said Westerly and Northwesterly line of said Woods Road the following six (6) courses and distances:
 - a) South 4° 18' 00" East 30.00 feet;
 - b) South 41° 13' 00" East 144.50 feet;
 - c) South 26° 37' 50" East 106.84 feet to the Southeasterly corner of the premises;
 - d) South 64° 01' 00" West 72.16 feet;
 - e) South 31° 15' 40" West 107.25 feet;
 - f) South 40° 12' 00" West 60.08 feet to the Southerly corner of the premises; thence
2. North 43° 01' 40" West 308.07 feet; thence
3. South 87° 04' 26" West 77.38 feet to the Northwesterly corner of the premises on an access portion for Lot 4 on said map; thence
4. Easterly along the Southerly line of said access portion of Lot 4 the following four (4) courses and distances:
 - a) on a curve to the left having a radius of 125.00 feet, the arc length of 99.23 feet;
 - b) North 41° 35' 00" East 147.30 feet;
 - c) on a curve to the right having a radius of 75.00 feet, the arc length of 57.75 feet;
 - d) North 85° 42' 00" East 66.29 feet to the Northeasterly corner of the premises on the Westerly side of Woods Road, the point or place of **BEGINNING**.

PICKER PROPERTIES
63 Lismore Lane
Greenwich, CT 06831

September 15, 2025

Ms. Teresa M. Kenny
Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Dear Supervisor Kenny,

Picker Properties is the owner of the land and facility located off Greenbush Road, behind the Dodge-Bel-Ans property known as 2 Nice-Pak Park. I am the principal of Picker Properties. This space is currently occupied by PDI, a Julius family enterprise.

Nice-Pak was recently sold. Nice-Pak occupied and operated the facility at 2 Nice-Pak Park since it was opened in 1986. As a result of the sale, Nice-Pak is no longer part of the Julius family enterprise. I hereby request your assistance to enact a name change for our road of operation from Nice-Pak Park to Picker Lane.

Picker is a family name with roots dating back to the founding of our family business. This change would be a legacy to those roots.

Thank you for your kind assistance.

Regards,

A handwritten signature in black ink, appearing to read "R. Julius", written in a cursive style.

Robert P. Julius
General Partner
Picker Properties

AGREEMENT
Between
GRANICUS, LLC
and
THE TOWN OF ORANGETOWN

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 Orangeburg Road, Orangeburg, New York 10962 (hereinafter the “TOWN”) and GRANICUS, LLC a foreign company formed and existing under the laws of the State of Minnesota, and otherwise authorized to do business in the State of New York, having offices located at 408 St. Peter Street, Suite 600, Saint Paul, MN (hereinafter the “CONTRACTOR”)

WITNESSETH

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

WHEREAS, the TOWN desires to retain the CONTRACTOR and its associates and sub-consultants to provide all labor and materials to install and service certain software programs in accordance with the specifications provided by CONTRACTOR and pursuant to an existing contract the CONTRACTOR is a party to with Region XIV Education Service Center, a political subdivision of the State of Texas and identified as NCPA/OMINIA #01-115, attached hereto and incorporated by reference herein, and as hereinafter detailed, and the 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; and

WHEREAS, the TOWN is authorized by Orangetown Town Code §1A-13(F) and New York General Municipal Law §103(16) to “piggyback” certain purchases, including contracts for services, provided 1) the contract was available for sue through the bid solicitation process and 2) the specific contract must have been in issued in accordance with the provisions of GML §103, and

WHEREAS, the TOWN, has determined that the Region XIV Education Service Center contract with NCPA/OMINIA Contract #01-115 has been made available for use by other governmental entities through the bid solicitation process and the specific 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, agree as follows:

1. **SERVICES and COMMENCEMENT THEREOF.** The CONTRACTOR agrees to furnish SmartGov Software and support pursuant to the above referenced Contract #01-115 which is expressly incorporated by reference herein and expressly made a part of this Agreement as Exhibit "A".

The 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.** The CONTRACTOR'S compensation for its services under this Agreement shall be as set forth in its Proposal made a part hereof, 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 Office of Building Planning Zoning Administration and Enforcement (OBZPAE). The TOWN shall have no liability for work not expressly authorized in advance.

It is expressly understood and acknowledged by the CONTRACTOR that there shall be no additional compensation paid by the TOWN for any services rendered by the CONTRACTOR in excess of the amounts set forth herein, unless such additional compensation shall have been authorized and agreed to, in advance, in writing.

3. **TOWN'S RESPONSIBILITIES.** The TOWN shall designate a person to act as 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, such person shall have complete authority to transmit instructions, receive information, interpret and define the TOWN'S policies and decisions with respect to the Agreement and the CONTRACTOR'S services hereunder.

The TOWN, upon entering into this Agreement, shall provide the CONTRACTOR such access and other information in its possession pertinent to the work to be performed, as may be necessary for the CONTRACTOR to perform its services. The 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, the CONTRACTOR assumes no responsibility or liability for their accuracy or completeness unless the 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 the CONTRACTOR to perform its services under this Agreement.

4. **STANDARD OF CARE.** The services provided by the 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 the such services are rendered.

5. **INSURANCE.** During the course of the performance of the Project, the CONTRACTOR will 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 Liability	\$2,000,000.00
Automobile Liability	\$1,000,000 per occurrence bodily injury / \$1,000,000 property

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

Notwithstanding the aforesaid dollar value of the insurance coverage required hereunder, it is expressly understood, agreed and acknowledged by the CONTRACTOR that the CONTRACTOR'S liability to the TOWN or to any third party claiming by or through the TOWN for the CONTRACTOR'S negligence, intentional wrongful acts, or professional errors or shall not be limited to the amount recoverable from the referenced or available insurance coverage.

6. **INDEMNIFICATION.** The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold the TOWN harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the CONTRACTOR'S negligent acts, errors or omissions in the performance of its services under this Agreement and those of its subconsultants, employees or anyone for whom the CONTRACTOR is legally liable.

7. **SEVERABILITY.** If any of the terms and conditions of this Agreement shall be finally determined to be invalid, illegal or unenforceable, in whole or in part, 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 the 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 and 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 or rights on any future occasion, nor shall it 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.** The parties agree that any dispute or controversy between them 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 shall be the Supreme Court of the State of New York, Rockland County.

10. **PREVAILING WAGES.** The wages and supplements to be paid to laborer, workman or mechanic performing work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law or the Davis-Bacon Act (40 USC276a to a-7) as supplemented by 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 thereof, beyond the monies budgeted and available for the purpose hereof.

12. **LOCAL LAWS AND RESOLUTIONS.** The CONTRACTOR shall comply with all local laws and 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 contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

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 contract, 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 contract 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 contract 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 the contract;

(d) This contract 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 contract.

B. Other Interests Prohibited

No official of the Owner who is authorized in such capacity and on behalf of the Owner 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 the construction of the project, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly personally interested in this contract, or in any part hereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

C. Statement of Non-Collusion

By submission of its bid/proposal, the Contractor represents and warrants:

Each person signing on behalf of the 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 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; and

(c) No attempt has been made or will be made by the 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

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or 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 Owner will report all suspected or reported violations.

E. Testimony By Contractor in Criminal Investigation and Proceedings

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership or corporation, upon 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 the 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 Project Representative.

Weekend work, or work during holidays, or night work after 5:00 P.M. and earlier than 7:00 A.M. shall not be performed without the 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 A.M. and ends at 5:00 P.M. If the Contractor wishes to prosecute any portion of the work outside of these hours, he shall first obtain permission from the Town, notifying him each time in advance, giving him ample time in which to schedule an Inspector for the work.

The above stated hours of operation shall not serve to release the Contractor from gaining New York State 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 contracting parties on the other party to the contract, when such letter, notice or other communication has been delivered to the legal office address of the addressee by a duly authorized representative of the addressor in person, or when such notice, letter or other communication has been sent by certified or registered mail, return receipt requested, deposited in any regularly maintained mail box of the United States Postal Service in a properly addressed postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or, if by mail, on the earlier of the date actually received as evidenced by the signed return receipt, or three business days after mailing.

The address of the Contractor noted in his bid and/or the address of his field office adjacent to the site of the work hereunder shall be considered as his legal address for the purposes as above set forth.

The address of the TOWN noted in this Contract Document shall be considered as its legal address for the purpose as above set forth.

15. **EXECUTION IN COUNTERPART.** This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement.

16. **SECTION HEADINGS NOT CONTROLLING.** The section headings in this Agreement have been prepared 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 Contract expressly incorporates and includes the General Terms made a part of the Request for Proposals annexed hereto and made a part hereof.

18. **AUTHORITY.** Each of the persons whose signatures appear on this Agreement represents that he/she has been duly authorized by appropriate action of 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 and understanding of the Parties hereto, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject of the Project. This Agreement may not be amended or modified, except by an instrument in writing signed by the Parties hereto.

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

ATTEST:

TOWN CLERK (SEAL)

ATTEST:

SECRETARY (SEAL)

TOWN OF ORANGETOWN

BY _____
Teresa M. Kenny, Supervisor
TB Resolution No. 2025-

**OFFICE OF BUILDING ZONING
PLANNING ADMINISTRATION AND
ENFORCEMENT (OBZPAE)**

BY: _____
Rick Oliver, Acting Director

GRANICUS, LLC

BY: _____
(Insert Name Here)



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Tuesday, December 8th, 2020

Granicus, LLC
ATTN: Mark Hynes
408 St Peter St, Suite 600
Saint Paul, Minnesota, 55102

Dear Mark,

Region XIV Education Service Center is happy to announce that Granicus, LLC. has been awarded an annual contract for Software and SaaS Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2023. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Granicus, LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

Shane Fields
Region XIV, Executive Director

Request for Proposal (RFP) for Software and SaaS Solutions

Solicitation Number: #39-20

Publication Date: Tuesday, October 6th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, November 19th, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 12th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software and SaaS Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software and SaaS Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Software and SaaS Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP #39-20



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software and SaaS Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Software and SaaS Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Software
 - Animation and Modeling
 - Business Productivity
 - Digital Publishing
 - Digital Video
 - Engineering and CAD
 - Health & Science
 - K-12
 - Languages
 - Licenses
 - Math
 - Music & Audio
 - Programming
 - Film and TV Production
 - Operating Systems and Utilities
 - Security
 - Test Prep
 - Training
 - Utilities
 - Web Publishing
 - SaaS
 - Cloud Based Applications
 - Citizen and Resident Engagement
 - Meeting Automation
 - Website Design
 - Communication Tools
 - Documentation Solutions
 - Online Transactions
 - Software Portfolio Management
 - Software Procurement Services
 - Software Asset Management & Compliance

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



THIS IS NOT AN INVOICE

Order Form
Prepared for
Orangetown NY

**Procurement Vehicle: NCPA (01-115)
In Support of: Orangetown NY**

ORDER DETAILS

Prepared By: Brian Ondrako
Phone:
Email: brian.ondrako@granicus.com
Order #: Q-444942
Prepared On: 17 Sep 2025
Expires On: 15 Oct 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 14 Apr 2026
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

*NEW
CONTRACT*

10-11-1964

10-11-1964

10-11-1964

10-11-1964



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
SmartGov Training	Upon Delivery	1 Each	\$2,858.35
SmartGov Custom Implementation	Upon Delivery	1 Each	\$0.00
Project Management - SmartGov	Upon Delivery	1 Each	\$8,115.23
Map Connector Configuration	Upon Delivery	1 Each	\$1,360.09
Parcel Connector Configuration	Upon Delivery	1 Each	\$3,400.22
Portal Configuration	Upon Delivery	1 Each	\$1,360.09
Fees Configuration (Pages)	Upon Delivery	1 Each	\$578.38
General Config	Upon Delivery	1 Each	\$2,720.17
Workflow template customization	Upon Delivery	1 Each	\$19,372.84
Existing Merchant Connector Configuration	Upon Delivery	1 Each	\$1,632.50
Custom Reports	Upon Delivery	5 Each	\$2,467.50
Custom Data Migration	Upon Delivery	176 Hours	\$21,804.64
SUBTOTAL:			\$65,670.01

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
SmartGov - Enterprise	01 Oct 2025 - 14 Apr 2026	Annual	1 Each	\$47,224.98	\$25,423.86
SmartGov Code Enforcement	01 Oct 2025 - 14 Apr 2026	Annual	1 Each	\$0.00	\$0.00
SmartGov Licensing	01 Oct 2025 - 14 Apr 2026	Annual	1 Each	\$0.00	\$0.00
SmartGov Permitting	01 Oct 2025 - 14 Apr 2026	Annual	1 Each	\$0.00	\$0.00
SmartGov Connector Merchant	01 Oct 2025 - 14 Apr 2026	Annual	1 Each	\$1,181.30	\$635.96
SUBTOTAL:				\$48,406.28	\$26,059.82

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.



FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
SmartGov - Enterprise	\$48,594.51	\$50,003.75	\$51,453.86	\$52,946.02
SmartGov Code Enforcement	\$0.00	\$0.00	\$0.00	\$0.00
SmartGov Licensing	\$0.00	\$0.00	\$0.00	\$0.00
SmartGov Permitting	\$0.00	\$0.00	\$0.00	\$0.00
SmartGov Connector Merchant	\$1,215.56	\$1,250.81	\$1,287.08	\$1,324.41
SUBTOTAL:	\$49,810.07	\$51,254.56	\$52,740.94	\$54,270.43



PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:

: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Code Enforcement	Annual subscription for SmartGov Code Enforcement Module for managing service requests and complaints.
SmartGov Licensing	Annual subscription for SmartGov Licensing Module for contractor registration, rental registration, business licensing.
SmartGov Permitting	Annual subscription for SmartGov Permitting Module for building and planning permits, inspections, and contacts.
SmartGov Training	Includes up to two (2) hours of User Acceptance Training to prepare primary users for Validation, focused on navigation and testing best practices. Go-Live training will span a one (1) week period, provided in three (3) hour sessions focused on Permit/Application Intake, Review, Inspections and Code Enforcement processes (as needed).
SmartGov Custom Implementation	SmartGov Configuration based on implementation options selected.
Project Management - SmartGov	<p>Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues.</p> <p>Project Management Services include:</p> <ul style="list-style-type: none"> • Project planning and kickoff meetings. • Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments. • Status reporting and coordination of status meetings, bi-weekly, or



Solution	Description
	<p>as required.</p> <ul style="list-style-type: none"> • Schedule monitoring and scope management. • Risk Management planning to identify, analyze, and mitigate risks. • Action Item and decision tracking, as well as resolving and escalating issues. • Change control management and issue tracking. • Company project resource management. • Verify product and deliverable acceptance with Subscriber. • Facilitating transition to Support. • Company's Project Manager will serve as the single point of contact for the project related to this SOW.
<p>Map Connector Configuration</p>	<p>Configure subscribers ESRI GIS layers into SmartGov Troubleshooting the incoming data Train client on how to maintain the service in SmartGov.</p> <p>MAP/GIS Connector:</p> <p>Company will connect to ESRI Map Service provided by Subscriber and secured by a publicly trusted certificate issued by a Certificate Authority.</p> <p>Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration.</p> <p>SmartGov Requirements for Map Connector Integration: ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online. Subscriber Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included. Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.</p> <p>The following base maps are currently included (subject to change): Imagery Imagery Hybrid Streets Topographic Navigation Streets (Night)</p>



Solution	Description
	<p>Terrain with Labels Light Gray Canvas Dark Gray Canvas Oceans National Geographic Style Map Open Street Map Charted Territory Map Community Map Navigation (Dark Mode) Newspaper Map Human Geography Map Human Geography Dark Map Modern Antique Map Mid-Century Map Nova Map Colored Pencil Map Firefly Imagery Hybrid USA Topo Maps</p>
<p>Parcel Connector Configuration</p>	<p>Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the Subscriber.</p> <p>Configure Subscribers parcel fields into SmartGov. Troubleshooting the incoming data and providing recommendations for Subscriber to resolve data gaps. Train Subscriber on how to maintain the service in SmartGov.</p> <p>Delimited File – A delimited file may be uploaded to the job at runtime. The delimited file option supports a single address for each individual parcel. Subscriber must use the template provided by Company.</p> <p>Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.</p> <p>Subscriber is responsible for obtaining, cleaning, and maintaining all parcel data within the delimited file and/or ESRI Rest service.</p> <p>The configured parcel job will be available for Subscriber to run on-demand after go-live. The Parcel Layer Job can be set to run daily, weekly, monthly, or annually defined by how often Subscriber intends to update the Rest Service.</p> <p>Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum: Parcel Number Primary Situs Address Primary Situs City</p>



Solution	Description
	<p>Primary Situs State Primary Situs Zip Code Owner Name Owner Street Address Owner City populated for USA addresses only Owner State populated for USA addresses only Owner Zip Code populated for USA addresses only International Indicator with a value of "Y" for any owner address outside of the USA International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA</p> <p>Inclusion of the following additional fields is recommended: Parcel center point latitude in decimal degrees Parcel center point longitude in decimal degrees</p> <p>If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields: Parcel Number Secondary Situs Address Secondary Situs City Secondary Situs Zip Code</p> <p>Inclusion of the following additional fields is recommended for the secondary address layer: Address point latitude in decimal degrees Address point longitude in decimal degrees</p>
Portal Configuration	<p>Company will customize Subscriber's Portal by:</p> <ul style="list-style-type: none"> • Loading Subscriber logo. • Exposing all permits/business licenses identified in Configuration workbook in which citizens will have access. • Advising on best practices for public release timeline and access code configuration. • Load Subscriber custom verbiage into limited fields. • Provide the access URL (Uniform Resource Locator) for Subscriber to add link to jurisdiction web pages. <p>Includes consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.</p>
Fees Configuration (Pages)	<p>Subscriber Fees configured based on provided Fee schedule and according to Configuration Workbook. Based on Subscriber fee schedule, defined in the Order Form, Company will:</p>



Solution	Description
	<ul style="list-style-type: none"> • Setup Subscriber fee code calculations. • Load Subscriber FMS (Financial Management System) / GL (General Ledger Code) (according to Configuration Workbook). • Load Subscriber Valuation table (according to Configuration Workbook or ICC (International Chamber of Commerce) table). Setup Subscriber fixture costs (according to Configuration Workbook). • Load other Subscriber custom attributes / details as required for Subscriber fee calculations (according to Configuration Workbook).
General Config	<p>General Configuration: As part of the General Configuration, Company will:</p> <ul style="list-style-type: none"> • Create Subscriber database with best practice defaults. • Provide Validation environment access to Subscriber. • Load Subscriber users with Company standard permissions (according to Configuration Workbook). • Configure system values (locality, time zone, header and footer detail, standard report settings). • Load Client Code References/Violation types (according to Configuration Workbook). • Set up General Ledger accounts. • Load Subscriber logo. • Provide access to over 100 reports and output document templates. Subscriber receives credentials for environment when initial configuration items under General Configuration deliverable are completed.
Workflow template customization	<p>Workflow Template Configuration: Company will configure process templates as defined in the Business Process Analysis phase for each department in scope: Building/Permits, Code Enforcement, Licensing and/or Recurring Inspections. Company will:</p> <p>Load Subscriber Code References/Violation types (according to Configuration Workbook).</p> <p>Load custom attributes/details within the limited fields available (not associated with fees, according to Configuration Workbook).</p> <p>Configure workflow to meet business requirements defined in Configuration Workbook.</p>



Solution	Description
	<p>Consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.</p> <p>Completed upon configuration according to documentation in the Configuration Workbook Percentage: 100%</p>
SmartGov Connector Merchant	<p>Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.</p>
Existing Merchant Connector Configuration	<p>Configure merchant connection. Test and troubleshoot connection during test process.</p> <p>Subscriber to provide the required linking information for Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys. Requirements vary slightly depending on the selected Merchant.</p> <p>SmartGov will not test in Production environments.</p>
Custom Reports	<p>Custom scoped work for custom reports outside of the scope of the standard reports offered.</p>
Custom Data Migration	<p>Orangetown Data Migration Summary</p> <p>Total 176 hrs</p> <p>Energov</p> <ul style="list-style-type: none"> · Standard Model Base = 15 hours · Standard Model Permitting = 40 hours · Standard Model Code Enforcement = 25 hours · Documents – 18 hours <p>Rental Registration</p> <ul style="list-style-type: none"> · Custom = 40 hours · Assumptions/Requirements <ul style="list-style-type: none"> o No dates in files, client will need to provide an effective date and expiration date to use with all licenses. Can be the same for all. o Mailing City, State and zip included in one field. Will attempt to parse since they appear to all be in the same format. If not, client will need to clean up the data. o Location is only the city. State will default to NY but will need a zip code to use as the default for all of them. o No license numbers. We will programmatically assign numbers using the number pattern defined for the license type. o No inspections, notes, or fees included <p>IPS</p> <p>Historical data is looked up in IPS on a regular basis due to the poor quality of the original</p>



Solution	Description
	<p>migration into Energov. Proposed Solution: Create a historical read only migration to link to migrated Energov data. This would allow review of IPS data inside of SmartGov. It is not reportable – 31 hours. Documents – will be linked to previously migrated permits in Energov – 18 hours</p> <p>Definitions</p> <p>Base = 15 hours</p> <ul style="list-style-type: none"> • Parcels <ul style="list-style-type: none"> ○ Parcels ○ Ownership – Link Owner Contact to Parcel ○ Site Addresses ○ Parcel Notes ○ Legal Descriptions • Contacts <ul style="list-style-type: none"> ○ Contacts ○ Phone Numbers ○ Addresses ○ Email Addresses <p>Standard Model Permitting</p> <ul style="list-style-type: none"> • Basic Permit Info <ul style="list-style-type: none"> ○ Type ○ Status ○ Dates ○ Address • Parcel <ul style="list-style-type: none"> ○ Link to parcel • Contacts (Contractors will be listed on Contacts) <ul style="list-style-type: none"> ○ Link contacts from base to permits • Inspections <ul style="list-style-type: none"> ○ Type ○ Status ○ Date ○ Inspector ○ Result text • Fees as Notes <ul style="list-style-type: none"> ○ Receipt number ○ Payment method



Solution	Description
	<ul style="list-style-type: none"> ○ Fee Type ○ Fee Amount ○ Amount Paid ● Notes – May include permit notes, submittal or workflow information for reference <ul style="list-style-type: none"> ○ Note type ○ Text ○ Date Doesn't include: <ul style="list-style-type: none"> · Workflow information · Fees on the fees tab Code Enforcement <ul style="list-style-type: none"> ● Case Request – Typically something submitted by the public. May become a case or not <ul style="list-style-type: none"> ○ Description ○ General location or address ○ Link to parcel ○ Status ○ Requester ○ Owner ● Basic Case Info – If request leads to a case this formalizes it <ul style="list-style-type: none"> ○ Type ○ Status ○ Dates ○ Address ● Complainant <ul style="list-style-type: none"> ○ Can be anonymous or include name, address etc... ● Contacts – Owner or responsible party <ul style="list-style-type: none"> ○ Link to contact from base ○ Contact Type ● Inspections <ul style="list-style-type: none"> ○ Type ○ Status ○ Date ○ Inspector ○ Result text ● Fees as Notes <ul style="list-style-type: none"> ○ Receipt number ○ Payment method ○ Fee Type ○ Fee Amount



Solution	Description
	<ul style="list-style-type: none">o Amount Paid<ul style="list-style-type: none">• Notes – May include case notes, submittal or workflow information for reference<ul style="list-style-type: none">o Note typeo Texto Date



TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-444942 dated 17 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Orangetown NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

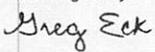
If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-444942 dated 17 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Orangetown NY	
Signature:	
Name:	
Title:	
Date:	

Granicus, LLC	
Signature:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>71FB6CB5D848403...</small> </div>
Name:	Greg Eck
Title:	Senior Manager, Contracts
Date:	9/18/2025

RECEIVED

SEP 03 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 25-SP-044



EVENT NAME: Best Buddies Bike Run

APPLICANT NAME: Best Buddies International Inc.

ADDRESS: 100 SE 2nd St Ste 2200, Miami, FL 33131

PHONE #: _____ CELL # 646-206-1210 FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK Race OTHER _____

The above event will be held on October 4, 2025 from 7:30am to 5pm RAIN DATE: _____

Location of event: NYC, NJ, NYS (Rockland County, Orange County)

Sponsored by: Volvo, The Charles A. Mastronardi Foundation Telephone #: _____

Address: _____

Estimated # of persons participating in event: 300 rides. vehicles 3 SAG vehicles and a neutral support mechanical van.

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

Jerry Thompson, PO Box 2028 Colleyville, TX. 76034-2028
c 817.312.6101

Signature of Applicant: Ekaterina Osipova Date: 08/21/2025

for Megan Garcia.

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 9/3/25

Certificate of Insurance - Received On: 9/3/25

Hold Harmless Agreement - Received On: 9/3/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: USE Y / N - Received On: 9/4/25

Rockland County Highway Dept. Permit: Y / N - Received On: 9/3/25

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

Route/Map/Parking Plan: Y / N - Received On: 9/4/25

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

APPROVED: [Signature] DATE: 9.5.25

Superintendent of Highways

md 9/5/25

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: 9/8/25

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N Items: _____

APPROVED: [Signature] DATE: 9/9/25

Chief of Police

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

Workshop Agenda Date: 9/30/25 Approved On: _____ TBR #: _____

RECEIVED

SEP 10 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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

RECEIVED



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

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

SEP 04 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME Best Buddies Bike Run NY DATE 10/04
COMPANY Best Buddies International Inc.
ADDRESS 100 SE 2nd St Ste 2200, Miami, FL 33131
TELEPHONE 646-206-1210,
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

Roads of the Town of Orangetown: Rockland Road, Sparkill

(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR USE Charity Bike ride to support people with disabilities.

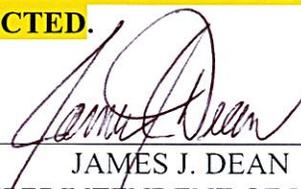
DATE OF USE 10/4 RAIN DATE n/a

TIME ROAD WILL BE USED 8am-10:30am

WILL ROAD BE OPEN TO LOCAL TRAFFIC? yes

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

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

PRELIMINARY APPROVAL  DATE 9.5.25

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

Best Buddies Challenge: NYC 100M

		Average MPH:			
Turn by turn	7:00 AM	Distance to Next	20	14	9.5
Mile	Turn Notes				
0	Start of route	0.0	7:00 AM	7:00 AM	7:00 AM
0	Turn right onto Center Drive	0.7	7:00 AM	7:00 AM	7:00 AM
0.73	Continue onto East Drive	0.1	7:02 AM	7:03 AM	7:04 AM
0.78	Keep left onto Terrace Drive	0.4	7:02 AM	7:03 AM	7:04 AM
1.13	Keep left onto West Drive	0.6	7:03 AM	7:04 AM	7:06 AM
1.74	Continue onto Center Drive	0.7	7:05 AM	7:07 AM	7:10 AM
2.47	Continue onto East Drive	0.0	7:07 AM	7:10 AM	7:14 AM
2.52	Keep right onto East Drive	2.2	7:07 AM	7:10 AM	7:15 AM
4.75	Keep left onto East Drive	0.1	7:13 AM	7:19 AM	7:28 AM
4.86	Keep left onto West Drive	0.7	7:14 AM	7:20 AM	7:29 AM
5.58	Keep left onto West Drive	1.6	7:16 AM	7:22 AM	7:33 AM
7.21	Keep right onto Terrace Drive	0.7	7:20 AM	7:29 AM	7:43 AM
7.93	Turn right onto Riverside Drive	0.0	7:22 AM	7:32 AM	7:48 AM
7.94	Make a U-turn onto Riverside Drive	2.5	7:22 AM	7:32 AM	7:48 AM
10.44	Turn right	0.4	7:30 AM	7:42 AM	8:03 AM
10.86	Make a U-turn onto Riverside Drive	0.0	7:31 AM	7:44 AM	8:05 AM
10.87	Keep right onto Riverside Drive	0.4	7:31 AM	7:44 AM	8:05 AM
11.22	Continue onto Riverside Drive	1.7	7:32 AM	7:46 AM	8:08 AM
12.89	Keep right and take I 95 toward Cross Bronx Expressway, George Washington Bridge, West 178th Street	0.3	7:37 AM	7:53 AM	8:18 AM
13.21	Keep left and take I 95 South toward George Washington Bridge, New Jersey	1.6	7:38 AM	7:54 AM	8:20 AM
14.79	Turn right onto Hudson Terrace	1.5	7:42 AM	8:00 AM	8:29 AM
16.29	Turn right onto Allison Park Rd to access Rest Stop 1	0.1	7:46 AM	8:07 AM	8:38 AM
16.34	Turn right to stay on Allison Park Rd	0.3	7:47 AM	8:07 AM	8:39 AM
16.64	Rest Stop 1: Allison Park - Allison Park Rd., Englewood Cliffs, NJ 07632	0.3	7:47 AM	8:08 AM	8:40 AM
16.99	Turn left to stay on Allison Park Rd	0.0	7:48 AM	8:09 AM	8:43 AM
17.03	Turn right onto Hudson Terrace	0.4	7:49 AM	8:10 AM	8:43 AM
17.48	Turn left onto New York State Bicycle Rte 9/Palisade Ave	0.1	7:50 AM	8:11 AM	8:45 AM
17.6	Turn right onto New York State Bicycle Rte 9/Sylvan Ave	4.7	7:50 AM	8:12 AM	8:46 AM
22.25	Continue onto US-9W N/ Rte 9W N	2.3	8:04 AM	8:31 AM	9:14 AM
24.58	Keep left onto Palisades Boulevard, US 9W	4.0	8:10 AM	8:41 AM	9:29 AM
28.62	Turn right onto Rockland Rd	0.6	8:22 AM	8:57 AM	9:53 AM
29.27	Turn right onto Ferdon Ave	0.3	8:24 AM	9:00 AM	9:57 AM
29.56	Continue onto Piermont Ave	3.7	8:25 AM	9:01 AM	9:59 AM
33.27	Turn right onto Main St	0.0	8:35 AM	9:16 AM	10:21 AM
33.31	Turn left onto Gedney St	0.1	8:35 AM	9:17 AM	10:21 AM
33.46	Turn left onto 2nd Ave	0.1	8:36 AM	9:17 AM	10:22 AM
33.58	Turn right onto N Broadway	0.9	8:36 AM	9:18 AM	10:23 AM
34.49	Turn left onto Old Mountain Rd	0.2	8:39 AM	9:21 AM	10:29 AM
34.73	Turn right onto N Midland Ave	0.0	8:40 AM	9:22 AM	10:30 AM

34.75	Slight left onto Old Mountain Rd N	0.4	8:40 AM	9:22 AM	10:30 AM
35.11	Turn right onto US 9W	1.0	8:41 AM	9:24 AM	10:32 AM
36.1	Keep right onto US 9W	0.2	8:43 AM	9:28 AM	10:38 AM
36.28	Turn sharp right onto US 9W	0.4	8:44 AM	9:29 AM	10:39 AM
36.64	Turn right toward Rockland Lake Rd	0.1	8:45 AM	9:30 AM	10:42 AM
36.73	Merge onto Rockland Lake Rd	2.0	8:45 AM	9:31 AM	10:42 AM
38.7	Rest Stop 2: Rockland Lake State Park - Rockland Lake Rd., Valley Cottage, NY 10989	0.4	8:51 AM	9:39 AM	10:54 AM
39.06	Turn right onto Lake Rd	0.1	8:52 AM	9:40 AM	10:56 AM
39.14	Turn right onto US-9W N/Rte 9W N	1.7	8:52 AM	9:41 AM	10:57 AM
40.84	Turn right onto Rte 9W N	3.5	8:57 AM	9:48 AM	11:07 AM
44.32	Turn right	0.0	9:07 AM	10:02 AM	11:28 AM
44.33	Turn left	0.0	9:07 AM	10:02 AM	11:28 AM
44.35	Turn right onto US-202 E/Rte 9W N	6.3	9:07 AM	10:02 AM	11:28 AM
50.66	Keep right onto Old Ayers Road	0.2	9:25 AM	10:28 AM	12:07 PM
50.86	Rest Stop 3: Turning Point Church - 12 Old Ayers Rd., Tomkins Cove, NY 10986	0.1	9:26 AM	10:29 AM	12:08 PM
50.99	Continue onto Old Ayers Road	0.2	9:26 AM	10:29 AM	12:09 PM
51.22	Continue onto Old Jones Point Road	1.9	9:27 AM	10:30 AM	12:10 PM
53.12	Turn right onto US 9W, US 202	0.4	9:32 AM	10:38 AM	12:22 PM
53.49	Keep left onto South Entrance Road	0.7	9:34 AM	10:40 AM	12:24 PM
54.22	At roundabout, take exit 2 onto Seven Lakes Drive	1.8	9:36 AM	10:43 AM	12:28 PM
56.03	Keep right onto Perkins Memorial Drive	1.9	9:41 AM	10:50 AM	12:39 PM
57.97	Continue onto Perkins Memorial Drive	0.3	9:46 AM	10:58 AM	12:51 PM
58.27	Keep left onto Perkins Memorial Drive	0.0	9:47 AM	10:59 AM	12:53 PM
58.32	Keep right onto Perkins Memorial Drive	2.0	9:47 AM	10:59 AM	12:53 PM
60.28	Slight left onto Seven Lakes Drive	1.8	9:53 AM	11:08 AM	1:05 PM
62.08	At the traffic circle, continue straight onto S Entrance Rd	0.7	9:58 AM	11:15 AM	1:16 PM
62.81	Turn right onto US-202 W/Rte 9W S	7.1	10:00 AM	11:18 AM	1:20 PM
69.91	Turn right onto Central Dr	2.4	10:21 AM	11:47 AM	2:03 PM
72.3	Continue onto Gate Hill Rd	1.9	10:28 AM	11:57 AM	2:18 PM
74.22	Turn right onto Kanawauke Rd	3.5	10:33 AM	12:05 PM	2:30 PM
77.76	At the traffic circle, take the 2nd exit and stay on Kanawauke Rd	0.4	10:43 AM	12:19 PM	2:51 PM
78.12	Rest Stop 4: Kanawauke Picnic Area - Kanawauke Rd., Bear Mountain, NY 10911	4.8	10:44 AM	12:21 PM	2:53 PM
82.96	Continue onto State Highway 17A	3.1	10:58 AM	12:41 PM	3:23 PM
86.01	Turn right onto Benjamin Meadow Road	1.4	11:07 AM	12:53 PM	3:41 PM
87.39	Turn left onto Bramertown Road	2.9	11:11 AM	12:59 PM	3:49 PM
90.27	Turn sharp left onto School Road	0.7	11:19 AM	1:11 PM	4:07 PM
90.97	Turn left onto Lakes Road, CR 5	0.1	11:22 AM	1:14 PM	4:11 PM
91.04	Turn right onto Laroe Road, CR 45	1.1	11:22 AM	1:14 PM	4:11 PM
92.1	Turn left onto Gibson Hill Road, CR 82	3.5	11:25 AM	1:18 PM	4:18 PM
95.55	Turn right onto Kings Highway	0.8	11:35 AM	1:33 PM	4:39 PM
96.3	Turn left	0.0	11:37 AM	1:36 PM	4:43 PM
96.31	Turn slight left onto Pine Hill Road	3.0	11:37 AM	1:36 PM	4:43 PM
99.28	Turn right onto Glenmere Avenue	0.4	11:45 AM	1:48 PM	5:01 PM
99.66	End of route		11:47 AM	1:50 PM	5:04 PM

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Best Buddies International Inc., with an address of 100 SE 2nd St Ste 2200, Miami, FL 33131, 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]: Charity Bike run to support people with disabilities.

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.

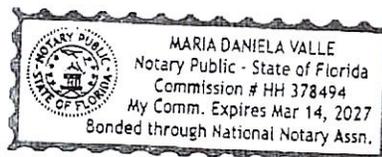
(Entity Name: Best Buddies International Inc.)

By: *Ekaterina Osipova*

Ekaterina Osipova

Sworn to before me this 27 day
of August, 2025

[Signature]
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2025

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

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

PRODUCER Mark Edward Partners LLC 505 Park Ave. New York NY 10022		CONTACT NAME: Barry Zimberg PHONE (A/C, No, Ext): (212) 355-5005 FAX (A/C, No): (212) 813-8085 E-MAIL ADDRESS: bjbz@markedwardpartners.com	
INSURED Best Buddies International, Inc. 100 Southeast Second Street Suite 2200 Miami FL 33131		INSURER(S) AFFORDING COVERAGE INSURER A: AmGUARD Insurance Company NAIC # 42390	
		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

RECEIVED

SEP 03 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT**COVERAGES****CERTIFICATE NUMBER:** CL2462813529**REVISION NUMBER:**

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

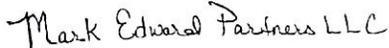
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			C1GP608103	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

RE: Best Buddies Challenge NY on 10/4/25

The certificate holder is included as an additional insured as required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Town of Orangetown 26 Orangeburg Road Orangeburg NY 10962	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 [X] USE / [] CLOSE A COUNTY ROAD (check that apply)

Name of Event: Best Buddies Bike Run

Date (s): October 4, 2025 Time (s): 8am-4pm No. of Participants: 300

Type of Event (check all that apply): Bike Run

[] Filming [] Parade or Procession [] Assemblage [] Festival [] Other Bike run

Table with 2 columns: Location (Specify Highways by Street Name and/or Route Number) and Municipality (Towns, Villages). Rows include: US-9W N/ Rte 9W N, Rockland Road; Ferdon Ave, Piermont Ave, River Road; Main Street, Gedney St, 2nd Ave, N Broadway, Old Mountain Rd; Rockland Lake Road; North Liberty Drive, River Road.

Applicant Information:

Best Buddies International Inc

IDEKO PRODUCTIONS

Applicant (individual, organization, group)

Authorized Representative (if different from Applicant)

100 SE 2nd St Ste 2200

646-206-1210

Mailing Address

Telephone Number (including area code)

Miami, FL 33131

646-206-1210

City, State, Zip Code

Cell Phone Number (including area code)

JTPresents@promoterline.com

ekat@ideko.com

Email Address

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

For this event, we will have the following measures in place to ensure safety and manage flow:

Volunteers with signage stationed at key access points to guide attendees and assist with wayfinding.

Police presence to manage traffic flow and ensure public safety around the event perimeter.

ACCEPTED

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

No detours will be implemented for this event, as it involves a very quick run.

The impact on traffic will be minimal, and the route will remain open to local traffic with appropriate safety measures in place.

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

We are actively reaching out to local communities and working with nearby villages and towns to share event details and ensure clear communication. Additionally, we are coordinating with local police departments to support outreach and public awareness. Event information will also be published on our official website to ensure transparency and accessibility for the public.

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

We are coordinating closely with local police departments and municipalities. Private EMT will be hired for this event.

We are confirming police presence during the event and sharing event timelines and site maps.

We are also in communication with relevant city agencies and departments to comply with all permitting and safety requirements.

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

Private EMT will be hired for this event. Coordinators will inform the team if the assistance is needed.

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

To ensure safety and order, designated event staff and volunteers will be stationed along the route and at key locations to manage crowd flow and provide assistance. However, we don't anticipate having spectators.

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

3 SAG vehicles and a neutral support mechanical van, EMT

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

3. **Insurance Certificates** (must be in Applicant's name)

4. **Application Fee** (Please make check payable to Rockland County Commissioner of Finance)

• Full Day - \$500.00

• Half Day - \$250.00

No. of Days 1

Total Amount \$ ~~500~~ **NA**

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.

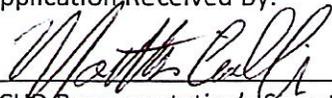


Applicant's Representative's Signature

6/3/2025

Date

Application Received By:

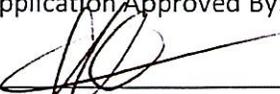


RCHD Representative's Signature

8/27/2025

Date

Application Approved By:



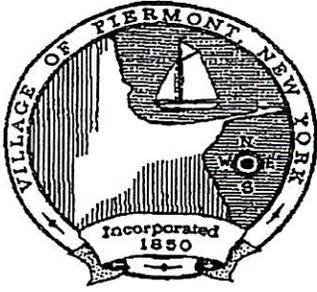
RCHD Superintendent of Highways



9/2/25

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.



INCORPORATED VILLAGE OF PIERMONT

478 PIERMONT AVENUE * PIERMONT, NEW YORK 10968 * (845) 359-1258

FAX (845) 359-0466

August 21, 2025

Mrs. Ekaterina Osipova
IDEKO
Best Buddies International Inc.
100 Southeast Second Street, Suite 2200
Miami, FL 33131

Dear Mrs. Osipova,

I am pleased to inform you that the Piermont Village Board of Trustees have approved your Special Event request for the Best Buddies Bike Run on Saturday, October 4, 2025.

We wish you great success with your event.

Sincerely,

Jennifer DeYorgi Maher
Clerk-Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2025

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

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PRODUCER Mark Edward Partners LLC 505 Park Ave. New York NY 10022		CONTACT NAME: Barry Zimberg PHONE (A/C, No, Ext): (212) 355-5005 FAX (A/C, No): (212) 813-8085 E-MAIL ADDRESS: bjz@markedwardpartners.com	
INSURED Best Buddies International, Inc. 100 Southeast Second Street Suite 2200 Miami FL 33131		INSURER(S) AFFORDING COVERAGE INSURER A: AmGUARD Insurance Company NAIC # 42390 INSURER B: Crum & Forster Indemnity Co. 31348 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2462813517

REVISION NUMBER:

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

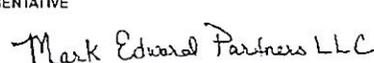
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			C1GP608103	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	408-748125 6	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Best Buddies Challenge New York City on 10/4/25

The certificate holder is included as an additional insured with respect to General Liability as required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Rockland County Highway Department 26 Scotland Hill Road Chestnut Ridge NY 10977	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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RECEIVED

AUG 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 25-SP-039

RECEIVED
SEP 04 2025
Orangetown Police Department

EVENT NAME: Traubenfest/Oktoberfest

APPLICANT NAME: The Noble Ninth Inc. /o Jan Weinrich

ADDRESS: 89 Western Highway, Tappan NY 10983

PHONE #: 201-568-7030 CELL # 201-214-5967 FAX # —

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on October 5th from 10am to 9pm RAIN DATE: —

Location of event: 89 Western Highway, Tappan NY 10983

Sponsored by: The Noble Ninth Inc Telephone #: 201-214-5967

Address: 89 Western Highway, Tappan NY 10983

Estimated # of persons participating in event: 2000 vehicles 200

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: 201-214-5967

The Noble Ninth Inc, Jan Weinrich - 148 W. IVY LN, Englewood, NJ 07631

Signature of Applicant: [Signature] Date: 8/26/25

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Hold Harmless Agreement - Received On: 8/26/25

Letter of Request to Town Board requesting aid for event - Received On: 8/26/25

Certificate of Insurance - Received On: 8/26/25

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 #: 64101 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: —

APPROVED: [Signature] DATE: 8.29.25
Superintendent of Highways m b 8/29/25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N - Application Required: on file Fee Paid - Amount/Check # [Signature]

Port-o-Sans: Y/N: — Other: —

APPROVED: [Signature] DATE: 9/4/25
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: Auxiliary not available Items: —

APPROVED: [Signature] DATE: 09/05/25
Chief of Police

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

Workshop Agenda Date: 9/30/25 Approved On: — TBR #: —

RECEIVED

SEP 10 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Noble Ninth Inc, with an address of 89 Western Highway, Tappan, NY ¹⁰⁹⁸³ in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

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

all of the foregoing as relating to, arising out of, or occurring in connection with the following [DESCRIBE PROJECT OR EVENT]: Traubenfest / Oktoberfest Annual Fund Raise

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:) JAN B. WEINRICH

By: [Signature]

State of New York County of Rockland
Sworn to before me this 26 day
of August, 2025

[Signature]
Notary Public

Gwenna Lucia Nielsen
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01N16444724
Qualified in Westchester County
Commission Expires 12/05/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2025

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.

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PRODUCER Wilkinson & Krause Agency Inc 75 Montauk Hwy Blue Point, NY 11715	CONTACT NAME: Paul Krause PHONE (A/C, No, Ext): 631-567-1111 E-MAIL ADDRESS: Info@5starcoverage.com	FAX (A/C, No): 631-218-3411
	INSURER(S) AFFORDING COVERAGE	
INSURED The Noble Ninth Inc 149-39 11th Avenue Whitestone, NY 11357	INSURER A : U.S. Underwriters Insurance Co.	
	INSURER B : United States Liability Insurance Co	
	INSURER C : Pacific Employers Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

RECEIVED

AUG 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT**COVERAGES**

CERTIFICATE NUMBER: 10002707-1573092

REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPS8083821	10/19/2024	10/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL1581858G	10/05/2024	10/05/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			NPP3552521G	10/05/2024	10/05/2025	1,000,000/2,000,000
C	Directors/Officers			NFPNYF137986553-008	12/02/2024	12/02/2025	

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

Certificate holder is named as additional insured, ATIMA.

CERTIFICATE HOLDER**CANCELLATION**

Town Of Orangetown
 26 Orangeburg Road
 Orangeburg, NY 10962

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

AUTHORIZED REPRESENTATIVE

(PBK)

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AUG 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



**Octoberfest
TRAUBENFEST**

Noble Ninth Inc. of the Ninth Manhattan Masonic District
A Family Picnic in the German Masonic Park
GERMAN CUISINE . GERMAN MUSIC .
GERMAN BEER . DANCING

SUNDAY 5TH OCTOBER, 2025
German Masonic Park
89 Western Highway, Tappan, NY 10983

ENTRY \$10 / 10am to dusk
Children under 16 FREE (must be accompanied by an adult)



RAIN OR SHINE --- FREE PARKING



THE NOBLE NINTH, INC.

89 Western Highway
Tappan New York
10983

AUG 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

August 20, 2025

Trustees

Jan B. Weinrich
President

Donovan Neita, Sr
Vice President

Steven Lemmey
Treasurer

Richard Withohm
Secretary

Trustees:
Mike Ardito
Jeremy Karlin
Diosdado 'Bob' Valdez

Orangetown Town Hall
Attn: Aric Gorton
26 W Orangeburg Rd,
Orangeburg, NY 10962

Hello Aric,

We are having our annual Fundraiser to as a fund raiser to cover the expenses of the German Masonic Park on October 5. 2025.

We would appreciate the mobile band stand for our event.

I have attached our certificate of insurance

If you need anything else, please do not hesitate to contact me at your convenience.

Thank you for your assistance in this matter,

Sincerely,

Jan Weinrich



MAILING ADDRESS

149-39 11th Ave
Whitestone, N.Y.
11357-1720



THE NOBLE NINTH, INC.

89 Western Highway
Tappan New York
10983

RECEIVED

AUG 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

August 3, 2025

Trustees

Jan B. Weinrich
President

Donovan Neita, Sr
Vice President

Steven Lemmey
Treasurer

Richard Wittholm
Secretary

Trustees:
Diosdado 'Bob' Valdez
Michael Ardito
Jeremy Karlin

Town of Orangetown Highway Department
Attn: Supervisor
RT 303
Orangeburg, NY
10962

Re: Request for Barriers and Auxiliary Police Presence

Dear Sir or Madam,

I have been directed by the Trustees of The Noble Ninth Inc., to request the presence of the Auxiliary Police and the setup of barriers along the walkway of 89 Western Hwy, Tappan, NY, 10983

The use of these material and personnel are for our annual "Oktoberfest/Traubenfest" fund raiser, at the German Masonic Park on October ,5th 2025 from 11am to dusk.

The Noble Ninth Inc has provided The Town of Orangetown a Certificate of insurance (COI) and has them listed as additional named insured.

If you need anything else, please don't hesitate to reach out to me directly. My direct line is (201) 214-5867.

Thank you in advance for all your help making our day a success.

Sincerely,

Jan Weinrich



MAILING ADDRESS

149-39 11th Ave
Whitestone, N.Y.
11357-1720



THE NOBLE NINTH, INC.

89 Western Highway
Tappan New York
10983

RECEIVED

AUG 26 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

August 3, 2025

Trustees

Jan B. Weinrich
President

Donovan Neita, Sr
Vice President

Steven Lemmey
Treasurer

Richard Wittholm
Secretary

Trustees:
Diosdado 'Bob' Valdez
Michael Ardito
Jeremy Karlin



MAILING ADDRESS

149-39 11th Ave
Whitestone, N.Y.
11357-1720

Town of Orangetown Board
Attn: Rosanna Sfraga, Town Clerk
26 Orangeburg Road
Orangeburg, NY
10962

Re: Request a Festival Permit

Dear Ms Sfraga,

I am requesting permission to have our annual fund raiser on October 5, 2025 atf 89 Western Hwy, Tappan, NY, 10983

Attached is the required Certificate of Insurance with the Town of Orangetown listed as additional named insured.

If you need anything else, please don't hesitate to contact me at your earliest convenience. My direct line is (201) 214-5867.

Thank you in advance for all your help making our day a success.

Sincerely,

Jan Weinrich



Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance* Orangetown Certificatwe of Insurance.pdf

68.03KB

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

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

Additional Requirements:

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

Showmobile Application

Event Information

Event/Festival Name *	Traubenfest/Oktoberfest fundraiser		
Event Location Name *	89 West Highway		
Event Address *	Street Address		
	89 Western Highway		
	Address Line 2		
	German Masonic Park		
	City	State / Province / Region	
	Tappan	NY	
	Postal / Zip Code	Country	
	10983	United States	
Setup Date & Time *	10/4/2025		
	12:00:00 AM		
Take-Down Date & Time *	10/5/2025		
	07:00:00 PM		
Stair Arrangement *	<input type="radio"/> Right side of stage		
	<input checked="" type="radio"/> Left side of stage		
	<input type="radio"/> Front of stage		
	<input type="radio"/> Not Sure		
Set-up Info *	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.		
	Same location as previous years.		
Placement *	<input checked="" type="radio"/> Pavement		
	<input type="radio"/> Grass/Field		
	<input type="radio"/> Other		

Applicant Information

Applicant's Name *	Jan Weinrich
Organization Name *	The Noble Ninth Inc
Organization Address *	89 Western Highway
Organization City *	Tappan
Organization State *	New York
Phone (w) *	201 568-7030
Phone (c) *	201 214-5967

Email *

janalba@msn.com

Signature *

A rectangular box containing a handwritten signature in cursive script that reads "Jan B Weinrich".

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

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

*

I accept the terms and conditions

Date

8/22/2025

12:14:14 PM

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

PERMIT # 25-SP-041



EVENT NAME: Pearl River Day
APPLICANT NAME: Michael O'Sullivan
ADDRESS: 9A Franklin Ave Pearl River NY 10965
PHONE #: _____ CELL # 914 588 3875 FAX # info@pearlriverday.com
CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER Festival

The above event will be held on October 18, 2025 from 8a to 7p RAIN DATE: NONE

Location of event: Central Ave and William Street

Sponsored by: Pearl River Chamber of Commerce Telephone #: 914 588 3875

Address: PO Box 829 Pearl River NY 10965

Estimated # of persons participating in event: 7500 vehicles None

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

Same

Signature of Applicant: [Signature] Date: 8/28/25

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 9/2/25

Certificate of Insurance - Received On: 9/2/25

Hold Harmless Agreement - Received On: 9/2/25

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y N - Received On: 9/2/25

Rockland County Highway Dept. Permit: Y / N - Received On: 9/2/25

NYSDOT Permit: Y / N - Received On: -

Route/Map/Parking Plan: Y N - Received On: 9/2/25

RFS #: 64109 BARRICADES: Y N CONES: Y / N TRASH BARRELS: Y N OTHER: Recycling Kiosks

APPROVED: [Signature] DATE: 9.2.25
Superintendent of Highways MD 9/2/25

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y N - Application Required: awaiting Fee Paid - Amount/Check # 600

Port-o-Sans: Y N: 12 awaiting Other: [Signature]

APPROVED: [Signature] DATE: 9/8/25
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: Foot Patrol Items: _____

APPROVED: [Signature] DATE: 9/9/25
Chief of Police

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

Workshop Agenda Date: 9/30/25 Approved On: _____ TBR #: _____

RECEIVED

SEP 02 2025

SEP 10 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Storm water 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 -

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

RECEIVED

SEP 02 2025

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

NAME Michael O'Sullivan DATE 8/28/25

COMPANY Pearl River Chamber of Commerce

ADDRESS PO Box 829 Pearl River NY 10965

TELEPHONE 914 588 3875

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

North and South William St
(Address number and name of road)

F. Central Ave to East Washington / to Franklin Ave
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Pearl River Day

DATE OF CLOSING 10/18/25 RAIN DATE None

TIME ROAD WILL BE CLOSED 8A - 7P

WILL ROAD BE OPEN TO LOCAL TRAFFIC? Vendors only 8A-11A and 6P-7P

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? No

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

PRELIMINARY APPROVAL  DATE 9.2.25
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS MD9/2/25

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



Pearl River's future is our business

PO Box 829
Pearl River, NY 10965
www.pearlriverny.org

RECEIVED

SEP 02 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

August 29, 2025

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

To the Town Board,

The Pearl River Chamber of Commerce is requesting the use of the below items from the Orangetown Police, Highway, and Parks Departments for Pearl River Day on October 18, 2025.

Police Department :

Auxiliary Police Detail

Highway Department:

Barricades for 4 intersections
Garbage and Recycling Cans

Parks Department:

12 Port-o-sans
Showmobile

The Pearl River Chamber of Commerce will submit the appropriate permits to the Highway Department in addition to this request.

Thank you,

Michael O'Sullivan
Pearl River Day Chair
Pearl River Chamber of Commerce

Cc:

Highway Department
Parks Department
Police Department



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2025

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

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

PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625		FAX (A/C, No): (410) 685-3071	
	E-MAIL ADDRESS:			
INSURED The Pearl River Chamber of Commerce P.O. Box 829 Pearl River, NY 10965	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: American Casualty Co. of Reading, PA		20427	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4025932540	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						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 listed as an additional insured

CERTIFICATE HOLDER

CANCELLATION

Town of Orangetown
26 W. Orangeburg Road
Orangeburg, NY 10962

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

AUTHORIZED REPRESENTATIVE

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Pearl River Chamber of Commerce, with an address of PO Box 829 Pearl River NY, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

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

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

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 Chamber of Commerce

By: [Signature]

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

[Signature]
Notary Public

Carmel Reilly
Notary Public, State of New York
No. 01RE6049859
Qualified in Rockland County
Commission Expires October 23, 2026

RECEIVED



ROCKLAND COUNTY HIGHWAY DEPARTMENT

SEP 02 2025
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

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

Name of Event: Pearl River Day

Date (s): 10/18/25 Time (s): 8AM - 7PM No. of Participants: _____

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other _____

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
<u>Central Ave From John to Main</u>	<u>Pearl River</u>

RECEIVED
ROCKLAND COUNTY HWY DEPT.
2025 AUG 28 P 12:02

Applicant Information:

Pearl River Chamber of Commerce
Applicant (individual, organization, group)

Michael O'Sullivan
Authorized Representative (if different from Applicant)

P.O. Box 829
Mailing Address

9145883875
Telephone Number (including area code)

Pearl River NY 10965
City, State, Zip Code

None
Cell Phone Number (including area code)

info@pearlriverday.com
Email Address

None
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

18th Annual Event coordinated with Orangetown Police, Highway, and Parks



- Detours (provide map of detour, show detour sign/police locations, etc.)
Detour from E Central to Franklin and E Washington
- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)
Local signage and social media
- Coordination (describe coordination with local police/municipalities/emergency services/other entities)
Coordinated with Orangetown Emergency Management
- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)
Notification sent to PRFD PR Ambulance and Orangetown PD
- Spectator Control (indicate any special measures are being taken to control spectators)
Highway Department blocks all entrances.
- Event Support Vehicles (describe any vehicles used in the event)
NONE

ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD

UNDER SECTION 104 OF THE HIGHWAY LAW

3. **Insurance Certificates** (must be in Applicant's name)

4. **Application Fee** (Please make check payable to Rockland County Commissioner of Finance)

• Full Day - \$500.00

• Half Day - \$250.00

No. of Days 1

Total Amount \$ 500
NA

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.

[Signature]
Applicant's Representative's Signature

8/28/25
Date

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

8/28/2025
Date

Application Approved By:
[Signature]
RCHD Superintendent of Highways



9/2/25
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.



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2025

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.

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PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME:		
	PHONE (A/C, No, Ext): (410) 685-4625	FAX (A/C, No): (410) 685-3071	
INSURED The Pearl River Chamber of Commerce P.O. Box 829 Pearl River, NY 10965	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Casualty Co. of Reading, PA		20427
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4025932540	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
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							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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 listed as an additional insured

CERTIFICATE HOLDER

CANCELLATION

County of Rockland
23 New Hempstead Road
New City, NY 10956

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



Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at malbert@orangetown.com no later than 48 hours prior to the event.

Event Information

Event Name * Pearl River Day

Event Location Name * Central Avenue

Event Address *

Street Address
West Central Ave
Address Line 2

City Pearl River State / Province / Region NY

Postal / Zip Code 10965 Country United States

Event Start Date * 10/18/2025
08:00:00 AM

Event End Date * 10/18/2025
06:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
Half on Cental Ave Field, half on S William St sidewalk

Number of regular units required * 10

Number of ADA units required * 2

Total Number of units required * 12

Applicant Information

Applicant First Name * Michael

Applicant Last Name * O'Sullivan

Organization Name * Pearl River Chamber of Commerce

Organization Not For Profit? * Yes
 No

**Organization
Address ***

Street Address
P.O. Box 829
Address Line 2
City
Pearl River
Postal / Zip Code
10965
State / Province / Region
NY
Country
United States

Phone (w) *

9145883875

Phone (c) *

9145883875

Email *

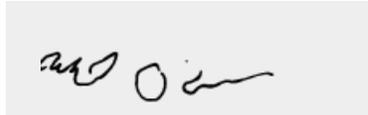
info@pearlriverday.com

**Certificate of
Insurance ***

img-250806110937.pdf 128.08KB
Certificate must list the Town of Orangetown as additional Insured

Signature *

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





Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance* img-250806110937.pdf

128.08KB

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

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

Additional Requirements:

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

Showmobile Application

Event Information

Event/Festival Name * Pearl River Day

Event Location Name * Central Ave

Event Address *

Street Address
West Central Avenue
Address Line 2

City Pearl River State / Province / Region NY
Postal / Zip Code 10965 Country US

Setup Date & Time * 10/18/2025
08:00:00 AM

Take-Down Date & Time * 10/18/2025
06:00:00 PM

Stair Arrangement *

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

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

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Michael O'Sullivan

Organization Name * Pearl River Chamber of Commerce

Organization Address * PO Box 829

Organization City * Pearl River

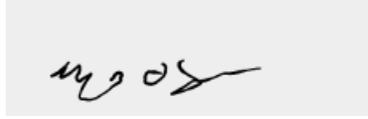
Organization State * NY

Phone (w) * 9145883875

Phone (c) * 9145883875

Email * info@pearlriverday.com

Signature*

A rectangular box containing a handwritten signature in black ink on a light gray background. The signature is cursive and appears to read 'M. J. O'S'.

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

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

*

I accept the terms and conditions

Date

9/8/2025

11:09:45 AM



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2025

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

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

PRODUCER
Maury, Donnelly & Parr, Inc.
24 Commerce St.
Baltimore, MD 21202

CONTACT NAME:
PHONE (A/C, No, Ext): (410) 685-4625 **FAX (A/C, No):** (410) 685-3071
E-MAIL ADDRESS:

INSURED
The Pearl River Chamber of Commerce
P.O. Box 829
Pearl River, NY 10965

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Casualty Co. of Reading, PA	20427
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4025932540	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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 listed as an additional insured

CERTIFICATE HOLDER

County of Rockland
23 New Hempstead Road
New City, NY 10956

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2025

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PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625		FAX (A/C, No): (410) 685-3071	
	E-MAIL ADDRESS:			
INSURED The Pearl River Chamber of Commerce P.O. Box 829 Pearl River, NY 10965	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : American Casualty Co. of Reading, PA		20427	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

COVERAGES

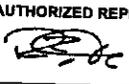
CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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 listed as an additional insured

CERTIFICATE HOLDER Pearl River School District 275 E. Central Avenue Pearl River, NY 10965	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WARRANT

Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	090325	\$ 455,091.58	Utilities, Golf Mgmt Fees & Rockland Paramedics
	091025	\$ 1,298,150.22	Utilities, Loan Repayment & Employee Benefits
	091725	\$ 27,769.07	Utilities
	093025	\$ 1,282,733.66	Expenses
		\$ 3,063,744.53	

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Daniel Sullivan

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 9/24/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 9/30/2025 consists of 4 warrants for a total of \$3,063,744.53.

The first warrant had 16 vouchers for \$455,091 and had the following items of interest.

1. Rockland Paramedics - \$132,083 for September paramedic services.

The second warrant had 35 vouchers for \$1,298,150 and had the following items of interest.

2. Crown Castle Fiber - \$5,987 for internet connectivity.

3. NYPA - \$21,237 for streetlight project.

The third warrant had 24 vouchers for \$27,769 and was for utilities.

The fourth warrant had 222 vouchers for \$1,282,733 and had the following items of interest.

4. Chestnut Ridge Transport - \$74,184 for summer camp transportation.

5. Chiapperino & Sons - \$67,862 for Highway paving.

6. Eurofins Lancaster Laboratory - \$6,520 for sewer testing.

7. Fellenzer Engineering - \$20,330 for town hall testing.

8. Gabrielli Truck Sales - \$10,324 for Highway equipment.

9. Global Montello Group Corp - \$40,077 for fuel.

10. Guardian - \$13,531 for Police dental benefits.

11. Kuehne Chemical Co. - \$23,852 for sewer chemicals.

12. Lube Squad of NY - \$5,794 for Highway supplies.

13. PACE Analytical Services - \$9,114 for sewer testing.

14. Ron's Quality Automotive - \$23,207 for Highway repairs.

15. Turco Golf - \$113,125 for Blue Hill bunker project (bonded).

16. Weston & Sampson PE - \$6,776 for planning board drainage reviews.

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

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