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**THE TOWN OF ORANGETOWN  
CELEBRATES OUR HEROES**

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**VETERANS DRIVE-BY LUNCH**

FRIDAY, NOVEMBER 7, 2025  
11:00 AM - 1:00 PM  
TOWN HALL

**ALL VETERANS & ACTIVE DUTY MILITARY  
FROM THE TOWN OF ORANGETOWN ARE  
WELCOME TO RECEIVE A BOXED LUNCH.**

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MUST RSVP BY NOVEMBER 3RD WITH YOUR NAME,  
PHONE NUMBER AND ORDER TO  
[VETERAN@ORANGETOWN.COM](mailto:VETERAN@ORANGETOWN.COM) OR SCAN QR CODE.  
LIMITED LUNCHES ARE AVAILABLE.



**LUNCH CHOICES ALL WITH A SURPRISE GIFT:**

- ITALIAN COMBO CLUB
- CHICKEN CUTLET WITH FRESH MOZZARELLA & ROASTED PEPPERS CLUB
- TUNA SALAD WITH LETTUCE AND TOMATO CLUB
- EGGPLANT WITH FRESH MOZZARELLA & ROASTED PEPPERS CLUB



This program is available to Orangetown Residents Only.

# PEARL RIVER



# FOOD TRUCK *Festival*

**SATURDAY - NOVEMBER 8TH**

**11AM - 4PM**

**CENTRAL AVENUE FIELD, PEARL RIVER NY**

## **FOODIE HEAVEN LINEUP!**

**COUSINS MAINE LOBSTER - MAILLARD FOOD TRUCK - GRUMPY DUMPLING CO.**

**CHEF J'S LATIN DRAGON - TYLER'S ARGENTINIAN CORNER - POKE MOTION**

**BONGOS FRIES - CONEY ISLAND PIZZA - EAT MY BALLS - THE BROWNIE BAR**

**EMPABAKE - PRINCE POPOVER**

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 of Orangetown - Special Districts

	2019 Adopted Levy	2020 Adopted Levy	2021 Adopted Levy	2022 Adopted Levy	2023 Adopted Levy	2024 Adopted Levy	2025 Adopted Levy	2026 Request	2026 Supervisor	Request Change from 2025	Supervisor Change from 2025
<b>Library Districts</b>											
Blauvelt	700,392	700,392	700,392	714,400	714,400	714,400	714,400	692,968	692,968	-3.0%	-3.0%
Orangeburg	571,200	571,200	571,200	571,200	571,200	571,200	582,624	582,624	570,972	0.0%	-2.0%
Palisades	381,768	381,768	381,768	389,403	389,403	397,191	408,000	416,160	408,000	2.0%	0.0%
Tappan	<u>716,387</u>	<u>716,387</u>	<u>716,387</u>	<u>730,715</u>	<u>730,715</u>	<u>730,715</u>	<u>738,022</u>	<u>738,022</u>	<u>738,022</u>	<u>0.0%</u>	<u>0.0%</u>
<b>Total Library Districts</b>	<b>\$2,369,747</b>	<b>\$2,369,747</b>	<b>\$2,369,747</b>	<b>\$2,405,718</b>	<b>\$2,405,718</b>	<b>\$2,413,506</b>	<b>\$2,443,046</b>	<b>\$2,429,774</b>	<b>\$2,409,962</b>	<b>-0.5%</b>	<b>-1.4%</b>
<b>Water Districts</b>											
Blauvelt	244,986	249,900	254,100	308,721	324,157	340,365	367,594	381,043	381,043	3.7%	3.7%
St. Dominic	7,000	7,140	7,260	8,821	9,262	9,725	10,503	10,764	10,764	2.5%	2.5%
Upper Grandview	40,598	41,412	42,108	51,159	53,717	56,403	60,916	62,431	62,431	2.5%	2.5%
Palisades	99,394	101,388	103,092	125,253	131,515	138,091	149,138	152,848	152,848	2.5%	2.5%
Pearl River	498,372	508,368	515,460	626,263	657,576	690,455	745,691	764,240	764,240	2.5%	2.5%
Sparkill	86,795	89,964	90,024	109,375	114,844	120,586	130,233	133,473	133,473	2.5%	2.5%
Tappan				0	329,714	346,200	373,896	383,196	383,196	2.5%	2.5%
Orangeburg				0	<u>227,836</u>	<u>239,228</u>	<u>258,366</u>	<u>264,793</u>	<u>264,793</u>	<u>2.5%</u>	<u>2.5%</u>
<b>Total Water Districts</b>	<b>\$977,144</b>	<b>\$998,172</b>	<b>\$1,012,044</b>	<b>\$1,229,592</b>	<b>\$1,848,621</b>	<b>\$1,941,052</b>	<b>\$2,096,337</b>	<b>\$2,152,788</b>	<b>\$2,152,788</b>	<b>2.7%</b>	<b>2.7%</b>
<b>Ambulance Districts</b>											
South Orangetown Ambulance	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	0.0%	0.0%
Nyack Community Ambulance	<u>418,757</u>	<u>418,757</u>	<u>452,969</u>	<u>475,000</u>	<u>490,000</u>	<u>504,700</u>	<u>530,000</u>	<u>567,438</u>	<u>548,550</u>	<u>7.1%</u>	<u>3.5%</u>
<b>Total Ambulance Districts</b>	<b>\$818,757</b>	<b>\$818,757</b>	<b>\$852,969</b>	<b>\$875,000</b>	<b>\$890,000</b>	<b>\$904,700</b>	<b>\$930,000</b>	<b>\$967,438</b>	<b>\$948,550</b>	<b>4.0%</b>	<b>2.0%</b>
<b>Paramedic District</b>											
Rockland County Paramedics	<u>1,177,341</u>	<u>1,177,341</u>	<u>1,177,341</u>	<u>1,277,341</u>	<u>1,350,000</u>	<u>1,531,715</u>	<u>1,585,000</u>	<u>1,613,569</u>	<u>1,613,569</u>	<u>1.8%</u>	<u>1.8%</u>
<b>Total Paramedic District</b>	<b>\$1,177,341</b>	<b>\$1,177,341</b>	<b>\$1,177,341</b>	<b>\$1,277,341</b>	<b>\$1,350,000</b>	<b>\$1,531,715</b>	<b>\$1,585,000</b>	<b>\$1,613,569</b>	<b>\$1,613,569</b>	<b>1.8%</b>	<b>1.8%</b>
<b>Fire Protection Districts</b>											
Blauvelt Fire Protection District	<u>638,500</u>	<u>638,500</u>	<u>634,000</u>	<u>639,540</u>	<u>651,400</u>	<u>664,400</u>	<u>690,000</u>	<u>704,000</u>	<u>704,000</u>	<u>2.0%</u>	<u>2.0%</u>
<b>Total Fire Protection Districts</b>	<b>\$638,500</b>	<b>\$638,500</b>	<b>\$634,000</b>	<b>\$639,540</b>	<b>\$651,400</b>	<b>\$664,400</b>	<b>\$690,000</b>	<b>\$704,000</b>	<b>\$704,000</b>	<b>2.0%</b>	<b>2.0%</b>
<b>S. Nyack Legacy District</b>				\$360,877	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	0.0%	0.0%

**LOCAL LAW NO. \_\_\_\_\_ OF 2024,  
TO ESTABLISH A NEW CHAPTER 16  
OF THE CODE OF THE TOWN OF ORANGETOWN  
TO BE ENTITLED “FOOD TRUCKS.”**

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

**Section 1. Recitals and Legislative Intent**

It is hereby found and determined that a mechanism providing for permits for mobile food vendors, i.e., “food trucks,” should be allowed to provide the residents and visitors to Orangetown additional options for dining and the purchase of edible commodities, as a supplement to the regulations of the Town Code, Chapter 18, entitled Hawking and Peddling. It is further found and determined that, in an effort to protect the health, safety and welfare of the residents and the consuming public, the operation of food trucks should be limited to a relatively small number, with the food truck permits being granted on a periodic basis, the operation of which should be further regulated to ensure adequate location, accommodation and safe operation.

**Section 2. Adoption of new Chapter 16 entitled “Food Trucks”**

A new Chapter 16 is hereby inserted into the Code of the Town of Orangetown (“Orangetown Code”) to read as follows:

**Chapter 16. Food Trucks.**

**§16-1. Purpose.**

The purpose of this Chapter is to regulate food trucks within the unincorporated Town of Orangetown (“Town” or “Orangetown”) in a manner that protects the public health, safety and welfare, and this Chapter describes the permitting procedures for food trucks, and is intended to operate in conjunction with the regulations of Chapter 43, entitled “Zoning,” of the Code of the Town of Orangetown (“Orangetown Code”); however, if there should be a conflict or inconsistency between the provisions of this Chapter 16 and said Chapter 43, the provisions of this Chapter 16 shall control and govern.

**§16-2. Definitions and Meanings.**

The following terms or phrases, for the purposes of this Chapter, shall have the meanings described in this Section:

**ANNUAL FLOATING FOOD TRUCK PERMIT**

A permit to operate a Food Truck anywhere in the Town, for a one-year period, from January 1<sup>st</sup> through December 31<sup>st</sup>, subject to the regulations of this Chapter.

**ANNUAL LOCATION FOOD TRUCK PERMIT**

A permit to operate a Food Truck, in the same sole location, for a one-year period from January 1<sup>st</sup> through December 31<sup>st</sup>, subject to the regulations of this Chapter.

**COUNTY PERMIT**

A permit or license issued by the County of Rockland (“County”) Health Department for operation of a mobile food service establishment and/or a food cart.

## **FOOD TRUCK**

A self-contained mobile food and/or beverage service operation located in an easily movable motor vehicle, cart, stand or trailer (“vehicle”), within, and from which, ready-to-eat food and/or beverages for human consumption are prepared, cooked, wrapped, packaged, processed or portioned, and sold, purveyed, dispensed or distributed, in individual portions to the general public, for consumption on or off of the premises at which the vehicle is located, which vehicle may be self-propelled, or towed or pushed by another vehicle or person.

## **FOOD TRUCK OPERATOR**

Any one of the following is a Food Truck Operator, which may be a natural person, a business entity, a company, an association and/or an organization (“person or entity”): (i) the owner(s) of the Food Truck; (ii) the owner(s) of the business, or food/beverage service establishment, operating out of the Food Truck; and/or (iii) any person or entity exercising dominion and control over the Food Truck. A Food Truck Operator may also be referred to in this Chapter as, and includes, a person or entity that operates a Food Truck.

## **ICE CREAM TRUCK**

A type of motor vehicle from which only ice cream, popsicles, water ice, sherbet, gelato, or a frozen dessert of any kind, is sold or distributed, and which may operate on public grounds and from the public right-of-way so long as the Ice Cream Truck remains stationary for no more than 30 consecutive minutes. Operation of an Ice Cream Truck is subject to the requirements and regulations of Chapter 18, Hawking and Peddling.

## **PRIVATE EVENT PERMIT**

A Private Event Permit shall only be issued with the consent of an Orangetown resident or property owner for the sole purpose of a Food Truck catering a special event on the consenting resident’s property at their place of residence or business, which may be within any Zoning District.

## **SPECIAL EVENT PERMIT**

A permit that may be issued by the Town Board, by Resolution and in its legislative discretion, which shall authorize, empower and allow the Town Clerk to issue a Permit, for a maximum period of four consecutive days, to a not-for-profit entity, community based organization, a religious or educational institution, or a municipal or governmental entity (including a Library or Fire District), to be located in any Zoning District and on any site approved by the Town Board, for the purpose of events, fairs, festivals and/or parades that are open to the general public. The Special Event Permit shall not be subject to the regulations of this Chapter, except those requirements that the Town Board, in its said Resolution, may wish to impose as conditions of the Town Clerk’s issuance of the Special Event Permit. A Special Event Permit may be issued in conjunction with, or as part of, the following permits issued by the Town:

- (i) a Special Use Permit for Use of Town Property/Items,
- (ii) a permit for Block Party Use of Town Property,
- (iii) a Road Closing Permit, and/or
- (iv) a Road Use Permit.

**§16-3. Permit required.**

- A. It shall be unlawful for any person or entity to operate a Food Truck within the unincorporated Town of Orangetown without having obtained a Food Truck Permit for such purpose in accordance with the provisions of this Chapter. A Food Truck Permit may be a/an:
- (1) Annual Floating Permit;
  - (2) Annual Location Permit;
  - (3) Private Event Permit; or
  - (4) Special Event Permit.
- B. Any person or entity desiring to operate a Food Truck shall submit a written application for a Food Truck Permit to the Town Clerk; and shall include the information and documentation required by this Chapter, and any additional information or documentation that the Town Clerk may reasonably require in her/his discretion within the purpose, intent and spirit of this Chapter, in addition to the following items:
- (1) Name, phone number, email, home and business address, and photo identification of the Food Truck Operator(s).
  - (2) A description and photograph of the Food Truck, including, if the Food Truck is a motor vehicle, the license plate and registration number, and the year, make and model, of the motor vehicle, and its dimensions (length and width).
  - (3) A valid copy of the County Permit.
  - (4) Where applicable, the street address of the property at which the Food Truck will be located; and the private property owner's name, phone number, email and street address.
  - (5) Where applicable, a signed owner consent form, executed by the private property owner, authorizing, consenting and allowing the location of the Food Truck on the property.
  - (6) For an Annual Location Permit, a sketch site plan, which shall include details sufficient to demonstrate compliance with this Chapter.
  - (7) The permit fee.
- C. A Food Truck Operator may apply for, and may be issued, more than one type of Food Truck Permit as set forth below:
- (i) A holder of an Annual Floating Permit may also operate at a private event, as authorized under a Private Event Permit, without the necessity to obtain a Private Event Permit, provided the operator provides information as required under items (5) and (6) above.
  - (ii) A holder of an Annual Floating Permit may also operate at a Special Event without the necessity to obtain a separate permit, provided the entity and/or organization running the Special Event specifically lists the Annual Floating Permit holder as a vendor, and the permit holder complies with the requirements of this chapter for operating at a Special Event.
- D.. The Town Clerk may confer with the Orangetown Office of Building, Zoning and Planning Administration and Enforcement ("OBZPAE") for guidance as to any provisions of this Chapter and the Zoning Code as they may relate to any particular application for a Food Truck Permit; and the Town Clerk shall approve and issue a Food Truck Permit if:
- (1) the applicant demonstrates compliance with the requirements of this Chapter;

- (2) the required Food Truck Permit fee has been paid;
- (3) for an Annual Location Permit, no municipal or governmental code violations, or notices of violation, are pending on the property at which the Food Truck will be located, as verified by OBZPAE;
- (4) the Food Truck is in full compliance with all applicable codes, rules and regulations of the Uniform Fire Prevention and Building Code of New York State, the New York Vehicle and Traffic Law, and the National Fire Protection Association (NFPA), and,
- (5) a valid County Permit is submitted at the time of the Food Truck Permit application, and which County Permit shall remain in effect (or as renewed) at all times, when operating under a Food Truck Permit issued in accordance with this Chapter, if same is required by the County.

E. Food Truck Permits shall only be issued for the following lengths of time of operation, provided that the holder shall simultaneously maintain a valid County Permit (if a permit is required by the County):

- (1) Annual Floating Permit: one calendar year, from January 1<sup>st</sup> through December 31<sup>st</sup>.
- (2) Annual Location Permit: one calendar year, from January 1<sup>st</sup> through December 31<sup>st</sup>.
- (3) Private Event Permit: 12 hours.
- (4) Special Event Permit: up to 4 consecutive days.

F. The permit fees shall be set by resolution of the Town Board.

**§16-4. Siting and regulations.**

When operating under an Annual Location Permit or an Annual Floating Permit, the following regulations apply:

- A. Food Trucks may only operate on private property that lies entirely outside of a Residential Zoning District, or is operating as a use permitted in a Residential District, except as otherwise provided herein. A permit holder shall obtain, and must provide proof of, permission to operate a Food Truck from the private property owner for any properties where the permit holder intends to operate its Food Truck.
- B. A Food Truck shall be located a minimum of:
  - (1) five feet away from the edge of any driveway or walkway (except when authorized to be located in a driveway on private property for a private event);
  - (2) five feet away from a utility box or appurtenances;
  - (3) fifteen feet away from an ADA handicap/wheelchair ramp;
  - (4) twenty-five feet away from a building entrance, exit or emergency access/exit;
  - (5) twenty-five feet away from the main entrance to any restaurant;
  - (6) fifteen feet away from any outdoor dining area associated with any restaurant; and
  - (7) five feet from another Food Truck on the same property.
- C. A Food Truck shall be sited in a location that does not:
  - (1) obstruct, hinder or interfere with the free flow of pedestrian, bicycle or motor vehicular traffic;
  - (2) restrict visibility at any driveway or intersection;

- (3) unreasonably interfere with the activities of other businesses, or otherwise interfere with other lawful activities, or violate any statutes, ordinances, or other laws; and
  - (4) restrict fire apparatus access roads.
- D. No more than one Food Truck shall be permitted per single tax lot at any one time, unless otherwise authorized under a Special Event Permit.
  - E. No more than one Annual Location Food Truck permit may be issued per single tax lot per Year, and only on a tax lot where there is no building.
  - F. The maximum size of a Food Truck shall be 256 square feet, measured from the exterior faces of the Food Truck.
  - G. A Food Truck operated under an Annual Floating Food Truck Permit may not operate:
    - 1) at the same property for a continuous period of time in excess of six hours, and
    - 2) at the same property in excess of once per month; however, this prohibition shall not be applicable to a Food Truck that is operating at a particular property for less than sixty continuous minutes to a maximum of two times in one day.
  - H. The holder of an Annual Floating Food Truck Permit may also operate as a roving food truck, in accordance with the rules and regulations of Chapter 18, Hawking and Peddling, including but not limited to §18-10 (G), as same may be amended, without the necessity of obtaining a separate Hawking and Peddling license.
  - I. The holder of an Annual Floating Permit may operate a Food Truck at Private Events, in accordance with the regulations of this Chapter, without the necessity of obtaining a separate permit. In such circumstance, the Food Truck operator shall have the owner of the property sign a consent form provided by the Town Clerk, which would authorize the Food Truck operator to provide services at the subject property in accordance with the rules of this chapter. Said form may be delivered to the Town Clerk up to 12 noon on the day prior to the event via email or personal delivery.
  - J. Food Truck sales or dispensing as authorized for a Private Event shall be limited to a 12-hour time period, between the hours of 9:00 a.m. and 9:00 p.m. and shall serve private event attendees only (not the general public). No more than two Private Event Permits per calendar year shall be issued or authorize operation of a Food Truck at the same property. An application for the Private Event Permit may be submitted by the property owner or the Food Truck operator, with authorization from the property owner.

**§16-5. Operations.**

- A. Food truck operators shall operate the Food Truck in conformance with any and all applicable governmental health regulations, standards, laws and statutes and all applicable codes, rules and regulations of the Uniform Fire Prevention and Building Code of New York State.
- B. When operating on private property pursuant to a valid permit issued pursuant to this section, a Food Truck shall be allowed a single freestanding sign not greater than ten square feet in size as measured on one side of a two-sided sign or placard.

C. The hours of operation of Food Trucks shall be as follows:

Sunday through Thursday:

- i. between 6:00 a.m. and 9:00 p.m. in a non-residential zoning district;
- ii. between 9:00 a.m. and 9:00 p.m. in a residential zoning district;
- iii. between 9:00 a.m. and 9:00 p.m. when operating as authorized under Chapter 18.

Friday and Saturday and the day before a Federal Holiday:

- i. between 6:00 a.m. and 11:00 p.m. in a non-residential zoning district;
- ii. between 9:00 a.m. and 11:00 p.m. in a residential zoning district;
- iii. between 9:00 a.m. and 10:00 p.m. when operating as authorized under Chapter 18.

D. Food Truck Operators shall provide trash and recycling receptacles and are responsible for the proper and lawful disposal of waste and trash associated with the operation of the Food Truck.

E. The Food Truck Operator may provide outdoor seating, when located on private property, so long as it is sited consistent with the provisions of §16-4 herein; and shall not exceed twelve total seats.

F. With the exception of allowable outdoor seating areas and trash receptacles, all equipment required for the operation of a Food Truck shall be contained within, attached to, or located within five feet of the Food Truck.

G. Lighting is prohibited, except for (i) signage affixed to the Food Truck, (ii) minimal safety lighting for pedestrians and motor vehicles of customers, and (iii) lighting that is used for ambient lighting and in truck service operations.

H. Tents and canopies are prohibited. Awnings shall only be permitted if they are attached to the Food Truck; and umbrellas shall only be permitted if they are attached to a picnic table.

I. Amplified sound of any kind, including but not limited to loudspeakers, public address (PA) systems, and the playing of music as part of Food Truck operations is prohibited.

J. Power generators are prohibited during the operation of Food Trucks as authorized herein; unless the power generator meets all of the following criteria: (i) does not exceed 80 decibels as measured from the location of the generator, , and (ii) complies with all other applicable Orangetown Code provisions, including, but not necessarily limited to, Chapter 22 (Noise);.

#### **§16-6. Suspension or revocation of a Food Truck Permit.**

A. The Town Clerk may issue a notice of intent to suspend or revoke a Food Truck Permit (“notice”) to a Food Truck Operator for operating a Food Truck in violation of the provisions of this Chapter, which notice shall describe the violation and require that the Food Truck Permit holder and any private property owner where permission has been granted, immediately cure the violation. Said notice shall be sent to the Food Truck Permit holder and/or private property owner (1) by electronic mail (i.e., email) to the email address submitted with the Food Truck Permit application, or by (2) posting at the place of operation of the Food Truck and at the property location.

- B. If the holder of the Food Truck Permit fails to immediately cure the violation, then the Town Clerk may suspend or revoke the Food Truck Permit.
- C. A Food Truck Permit holder shall be entitled to request a hearing to appeal the Town Clerk's suspension or revocation of a Food Truck Permit, which hearing shall be held before the Town Board, upon application made by the Food Truck Permit holder to the Town Clerk demonstrating that the Food Truck Permit holder was not in violation of the Food Truck Permit. The Town Clerk's suspension or revocation of a Food Truck Permit shall remain enforceable and in effect, unless reversed or modified by the Town Board as a result of said hearing, which hearing shall be held within 45 days of said application by the Food Truck Permit holder, or as soon thereafter as the Town Board is able to schedule the hearing.

**§16-7. Enforcement and administration.**

- A. The provisions of this Chapter shall be administered by the Town Clerk; and shall be enforced by the Orangetown Police Department and/or any other Orangetown Department that has jurisdiction over any aspect of the Food Truck operation, including, but not necessarily limited to, the (1) Highway Department, (2) Department of Parks, Recreation and Buildings, (3) Department of Environmental Management and Engineering, (4) Bureau of Fire Prevention, and (5) OBZPAE; including, but not limited to, the authority to issue summonses and/or appearance tickets in the Orangetown Justice Court for any violations of this Chapter.

**§16-8. Penalties for offenses.**

Any person who shall operate a Food Truck as herein defined without a license or who shall violate any of the provisions of this chapter, or who shall continue to operate a Food Truck subsequent to the revocation of their license, shall be subject to a penalty as follows:

- A. A violation of this Chapter shall be deemed an offense, and not a crime. Any person or entity who shall violate any provision of this Chapter shall, upon conviction, be subject to the penalties set forth in Chapter 41A of the Orangetown Code.
- B. Conviction of a violation of this Chapter shall constitute, and effect, an immediate forfeiture of any Food Truck Permit issued to the person or entity so convicted.
- C. Without limiting any other remedy, the Town Board may also maintain a civil action or proceeding, in the name of the Town of Orangetown, in a court of competent jurisdiction, to compel compliance with, or to restrain by injunction the violation of, this Chapter.

**Section 3. Authority**

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

**Section 4. 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 5. Effective Date**

This Local Law shall be filed with the Secretary of State and shall take effect on January 1, 2026.



CARL E. HEASTIE  
Speaker of the Assembly

THE ASSEMBLY  
STATE OF NEW YORK  
ALBANY

Room 932  
Legislative Office Building  
Albany, New York 12248  
(518) 455-3791

October 17, 2025

Honorable Aron Wieder  
Member of Assembly  
1 Blue Hill Plaza, Suite 1116, POB 1549  
Pearl River, NY 10965

Dear Aron:

I am in receipt of your Capital Project Description Form that provides for the following grantee to receive capital funding from the State and Municipal Facilities Program (SAM):

**Town of Orangetown**

**\$100,000**

-- *Installation of traffic devices at the intersection of  
Orangeburg Road and Hunt/Old Orangeburg Road*

In order for your designated project to receive funds through SAM, the administering organization must complete a "State and Municipal Facilities Program Preliminary Application." Please provide the enclosed application to the Town of Orangetown. The completed application should be returned to Chrys Cholakis, Ways and Means Committee, Capitol Building, Room 409, Albany, New York 12248. Upon receipt, staff from the Ways and Means Committee and Office of Counsel to the Majority will conduct an initial review to determine eligibility.

The application will be formally submitted to the Dormitory Authority of the State of New York (DASNY) for a more intensive review process after the initial review is completed. DASNY may require more detailed information in order for the grant contracting process to proceed. If DASNY requires additional information, they will contact the grant recipient directly. This process is necessary to ensure that the project can be funded with bond proceeds, as that is the source of funds for the State and Municipal Facilities Program.

It is through your efforts and advocacy on behalf of the Town of Orangetown that this project will be considered for capital funding through the SAM process. If you have any questions about the process, please do not hesitate to contact me or Chrys Cholakis, of the Ways and Means Committee staff at (518) 455-4056.

Sincerely,

CARL E. HEASTIE  
Speaker

Enc.

**INTERMUNICIPAL AGREEMENT**

**WITH THE**

**TOWN OF ORANGETOWN**

Partial Reimbursement of Law Enforcement Overtime  
For Counterterrorism Training

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **COUNTY OF ROCKLAND on behalf of the Rockland County Sheriff's Office**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN on behalf of the Town of Orangetown Police Department**, a municipal corporation of the State of New York, having its principal office at 26 W Orangeburg Road, Orangeburg, NY 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

W I T N E S S E T H:

WHEREAS, the **COUNTY** wishes to financially assist the **MUNICIPALITY** in its law enforcement and make a partial reimbursement of Homeland Security grant funds from the LETPP and SHSP grants to **MUNICIPALITY** for law enforcement purposes only, and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. 409 of 2025** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall use such funds for reimbursement of law enforcement overtime for counterterrorism training.
2. **TERM:** The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **September 1, 2022**, and terminating **August 31, 2023**.

3. PAYMENT: The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00)**. **MUNICIPALITY** agrees that the aforesaid **TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00)** shall be solely and exclusively used for the purpose of partial reimbursement of law enforcement overtime related to Counterterrorism training.

4a. INDEMNIFY AND HOLD HARMLESS: The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY**. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget. The **COUNTY** agrees that it shall not direct the police officers assigned to the Rockland County Narcotics Task Force to work any overtime hours in excess of the amount budgeted by the **MUNICIPALITY** without prior consent of the **MUNICIPALITY**.

6. NO ASSIGNMENT: The **MUNICIPALITY** shall not assign, sublet, or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

7. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.
8. LABOR LAW AND EXECUTIVE LAW: The **MUNICIPALITY** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.
9. LOCAL LAWS AND RESOLUTIONS: The **MUNICIPALITY** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.
10. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The **MUNICIPALITY** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.
11. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**. In the event of early termination, the **COUNTY** agrees to pay the **MUNICIPALITY** for the work performed up to the date of termination, not to exceed the amount set forth in Paragraph 3 of this agreement.
12. IRAN DIVESTMENT ACT: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.
13. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

14. RECORD KEEPING AND AUDIT: The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to Contractor unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

**TOWN OF ORANGETOWN**  
Fed. ID: #13-6007311

**OFFICE OF THE COUNTY SHERIFF**  
(Approved for signature of  
the County Executive)

By: \_\_\_\_\_  
TERESA M. KENNY  
Town Supervisor

By: \_\_\_\_\_  
LOUIS FALCO III  
Sheriff

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

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

**DEPARTMENT OF LAW**  
(Approved for signature of  
the County Executive)

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
JEANNE GILBERG  
Principal Assistant County Attorney

By: \_\_\_\_\_  
EDWIN J. DAY  
County Executive

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

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

JG/bc  
2025-13244-01

JUSTIN O'CONNOR  
Director



# Department of Motor Vehicles

(518) 474-0972  
Fax: (518) 473-6946

## GOVERNOR'S TRAFFIC SAFETY COMMITTEE 6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 25, 2025

Robert Wentland  
Sgt.  
Orangetown Town Police Department  
26 Orangeburg Road  
Orangeburg, NY 10962-1706

Re: PTS-2026-Orangetown Town PD-00287-(044)  
Police Traffic Services  
T007385  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2025

Dear Sgt. Robert Wentland:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Orangetown Town Police Department has been awarded a total of \$16,068 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$3,708
Regular PTS Enforcement	\$12,360
Other Than Personal Services	\$0
<b>Grand Total</b>	<b>\$16,068</b>

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, **and** signed by, the New York State Governor's Traffic Safety Committee.

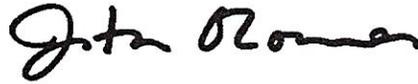
Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

[TrafficSafety.ny.gov](https://trafficsafety.ny.gov)

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin O'Connor". The signature is fluid and cursive, with the first name "Justin" and last name "O'Connor" clearly distinguishable.

Justin O'Connor  
Director

JMO:bp  
Enclosure  
cc: Jeffrey Bencik

## CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to [GTSCContracts@dmv.ny.gov](mailto:GTSCContracts@dmv.ny.gov).
4. The Signature page with the original "wet" signatures must be mailed to:  
New York State Governor's Traffic Safety Committee  
Attn: Contract Coordinator  
6 Empire State Plaza, Room 410  
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

### **Authorized Representative:**

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

**STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:  
ORANGETOWN TOWN OF

STATE AGENCY:  
New York State Governor's Traffic Safety Committee

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

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

Printed Name

Mary Arthur

Printed Name

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

Title: Program Manager

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

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

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

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

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

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

**STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007385</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>ORANGETOWN TOWN OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) <input type="checkbox"/> Amendment (list periods)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000001502 Federal Tax ID Number: 136007311</p>	<p>PROJECT NAME:</p> <p>Police Traffic Services - PTS (PTS-2026-Orangetown Town PD-00287-(044))</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.600</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>26 ORANGEBURG RD ORANGEBURG, NY 10962</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address 26 ORANGEBURG RD ORANGEBURG, NY 10962</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address 26 ORANGEBURG RD ORANGEBURG, NY 10962</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p> <p>rwentland@orangetown.com</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>



## STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

### WITNESSETH:

**WHEREAS**, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

### STANDARD TERMS AND CONDITIONS

#### I. GENERAL PROVISIONS

**A. Order of Precedence:** In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)<sup>1</sup>, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

<sup>1</sup> For modifications required by the Federal government see Section I(M).

**B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

**E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

**H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

**I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any

county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

**J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

**L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

**M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

**N. Renewal:**

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

**2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

## II. TERMINATION AND SUSPENSION

### A. Termination:

#### 1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

#### 2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

#### 3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real

property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

#### **4. Suspension:**

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### **III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the

terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### **D. Property:**

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
  - b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash

and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

#### **F. Confidentiality:**

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

#### **G. Publicity:**

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:
  - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
  - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

#### **H. Web-Based Applications-Accessibility:**

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the New York State Governor's Traffic Safety Committee and any report on the results of such testing must be satisfactory to the New York State Governor's Traffic Safety Committee.

#### **I. Unemployment Insurance Compliance:**

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in

lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### **J. Charities Registration:**

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

#### **K. Vendor Responsibility:**

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

#### **L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

## **APPENDIX A**

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# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
- 4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3- a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property

must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section

312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY**

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

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

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

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

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

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

**ATTACHMENT A-1  
AGENCY SPECIFIC TERMS AND CONDITIONS**

**Notices to the State shall be addressed to:**

New York State Governor's Traffic Safety Committee  
Attn: Program Manager  
6 Empire State Plaza, Room 410B  
Albany, NY 12228

**Notices to the Contractor shall be addressed to:**

Robert Wentland  
Sgt.  
Orangetown Town Police Department  
26 Orangeburg Road  
Orangeburg, NY 10962-1706

or

Email: [rwentland@orangetown.com](mailto:rwentland@orangetown.com)

**End of Attachment A-1 – Agency Specific Terms and Conditions**

**ATTACHMENT A-2  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**DATE OF PROJECT** - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

**GRANT MODIFICATIONS** - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered/purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**PAYMENTS** - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachment section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non- reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$10,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

**REPORTING** - The Attachment D (Payment and Reporting) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

**MONITORING** - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

### **POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:**

The contractor must provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee at [gtsc@dmv.ny.gov](mailto:gtsc@dmv.ny.gov).

Participation in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the two-week Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization, grant funding can **only** be used to conduct occupant restraint enforcement.

Contractors are expected to enforce seat belt and child restraint laws throughout the grant cycle.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- Seat belt and child restraint violations.
- Speeding violations.
- Aggressive driving violations.
- Distracted driving violations.
- No Empty Chair enforcement initiatives (all five days of enforcement campaign).
- Pedestrian safety violations.
- Motorcycle safety violations.
- Passing stopped school buses violations and Operation Safe Stop participation.
- Participation in other special enforcement campaigns identified by the GTSC.
- Routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may **NOT** be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details (with the exception of the last day of the No Empty Chair enforcement initiative)
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

**End of Attachment A-2 - Program Specific Terms and Conditions**

**ATTACHMENT A-3**  
**FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

**FEDERAL POLICY** – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

**NONDISCRIMINATION**

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

### **POLITICAL ACTIVITY (HATCH ACT)**

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

- any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

#### **Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA**

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using

Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## CERTIFICATION ON CONFLICT OF INTEREST

### GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**End of Attachment A-3 - Federally Funded Grants and Requirements Mandated by Federal Laws**

**ATTACHMENT B  
BUDGET**

**Budget Type: B-1 Expenditure Based Budget**

Contract Periods

Contract Type: **Fixed Term Agreement**  
Contract Term: **10/01/2025 to 09/30/2026**  
Contract Amount: \$16,068.00

Contract Period Information Details

For Fixed Term contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

**Contract Period Information**

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Work Plan Indicator
1	10/01/2025 - 09/30/2026	\$16,068.00			X	X

**ATTACHMENT C  
WORK PLAN  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS  
(PTS-2026-Orangetown Town PD-00287-(044))

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**CONTRACTOR NAME:** ORANGETOWN TOWN OF

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**CONTRACT PERIOD NUMBER:** 1

**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

**General:**

Police Traffic Services (PTS) funding is intended to be used for supplemental, overtime traffic enforcement/engagement hours by police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-2 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” Campaign:**

Buckle Up New York (BUNY), “Click It or Ticket (CIOT)”, is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization that will take place May 18 – May 31, 2026. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization.

**Regular PTS Enforcement:**

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency’s crash reduction goals.

**ATTACHMENT B-1  
EXPENDITURE BASED BUDGET  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS  
(PTS-2026-Orangetown Town PD-00287-(044))

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**CONTRACTOR NAME:** ORANGETOWN TOWN OF

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**CONTRACT PERIOD NUMBER:** 1

**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

**Personal Services:**

Number of Seat Belt Mobilization Enforcement Hours (During May 18 through May 31), and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
36	\$103.00	\$3,708.00

Number of regular PTS Enforcement Hours and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
120	\$103.00	\$12,360.00

<sup>1</sup>Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar. However, agency must request reimbursement for actual officer pay rates. GTSC does not reimburse fringe benefits costs on overtime.

**Other Than Personal Services**

Other costs must be related to grant activity. Each item must be listed separately and justified, or it will not be considered for funding.

Item	Justification	Item Cost

**Total Other Than Personal Services:** \$0.00

**Total Funding Request:** \$16,068.00

**CLICK IT OR TICKET**

Buckle Up New York (BUNY), "Click It or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

**Lack of participation in the required Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.**

**No other enforcement activities will be funded during the two-week mobilization period.**

1. This agency will participate in the Click It or Ticket seat belt enforcement mobilization that will take place May 18 – May 31, 2026.
2. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization progress report by June 14, 2026—two weeks after conclusion of the Click It or Ticket mobilization.
3. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization claim for payment by July 1, 2026.
4. How many dedicated seat belt details does your agency plan to staff during the Click It or Ticket enforcement period? **12**
5. This agency will plan inter-agency enforcement details: Yes  No   
If yes, list at least one partner agency:

**Northvale Police Department NJ**

6. This agency will conduct a pre- or post-mobilization seat belt compliance survey: Yes  No
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:  
Yes  No
8. In the space below, provide information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.

**The Orangetown Police Department will participate in the Click It or Ticket seatbelt enforcement mobilization that will take place May 18th – May 31, 2026 by conducting numerous motor vehicle safety checkpoints at various locations throughout town. These checkpoints will be established on roadways that have higher frequencies of motor vehicle crashes. These checkpoints will be conducted at times when there is an increased volume of traffic and in areas that provide officers with clear visibility while wearing reflective traffic vests. As the officers conduct the checkpoints at strategic locations they will have the opportunity to inform the public of the Click it or Ticket campaign.**

**All officers on regular patrol will be advised of the Department's participation in the campaign and will be directed to participate in enforcement efforts. Officers will be directed to maintain high visibility on roadways that have a high number of motor vehicle collisions involving personal injury.**

**To kick off the campaign the Orangetown Police Department will participate in the Border to Border seat belt awareness initiative. As a New Jersey border agency we will work with Northvale Police Department to set up an interagency checkpoint at our border at the southern end of Route 303. This roadway is also the focus of enforcement for this year's grant.**

**The Department will keep the public aware of seatbelt safety and the Click It or Ticket campaign by creating a Facebook post on the Orangetown Police Department web page prior to the enforcement mobilization. The Department will also utilize mobile traffic message boards to inform drivers about the campaign.**

**Earned media** refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. **Media kits are available on line at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>**

9. This agency will conduct earned media efforts prior to or during the 2026 Click It or Ticket enforcement mobilization Yes  No

List outreach:

**Orangetown PD Facebook page**

**Orangetown PD X account (formerly Twitter)**

**Orangetown Town Supervisor Weekly Newsletter**

10. Provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee at [gtsc@dmv.ny.gov](mailto:gtsc@dmv.ny.gov).

YES, we will incorporate this

**End of Click It or Ticket Work Plan**

## REGULAR PTS

### Location 1

- 1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.**

The primary location where crashes are occurring in our jurisdiction continues to be State Route 303 between the New Jersey state line and the Town of Clarkstown town line. This four lane state highway is highly traveled by numerous passenger cars, commercial vehicles, and tractor trailers. State Route 303 is a commuter route and provides a connection point for the Palisades Interstate Parkway in our jurisdiction. This highway provides access to several strip malls, corporate parks, factories, and other businesses. Residential driveways are also directly accessed from this roadway. This highway has several busy intersections controlled by traffic signals and other traffic control devices.

Each year State Route 303 accounts for the highest number of crashes in our jurisdiction. According to TraCS 10 software, in FFY 2024, the Orangetown Police responded to 955 crashes on roadways in the Town of Orangetown. 125 of these crashes occurred on Route 303. Of those crashes, 30 resulted in personal injury. Similar statistics exist in previous federal fiscal years: In FFY 2023, 127 of 958 crashes occurred on Route 303; 30 resulting in personal injury and in FFY 2022, 131 of 920 crashes occurred on Route 303; 28 resulting in personal injury.

- 2. What is/are the primary contributing factor(s) causing these crashes?**

Over the past three grant periods, FFY 2022 to FFY 2024, there have been 712 drivers involved in reported crashes on Route 303. Failure to yield right of way is the top contributing factor documented for these drivers (15%). Following too closely (12%), driver inattention (11%), and unsafe lane change/improper lane usage (12%) are also leading contributing factors.

- 3. When are these crashes occurring (time of day, day of week)?**

From FFY 2022 to FFY 2024 TraCs 10 data indicates that crashes on Route 303 in our jurisdiction are most likely to occur on weekdays. Of the 383 crashes on Route 303 in this time period, the top day for crashes is Friday (81) followed closely by Tuesday and Wednesday (62), and Monday (55). Personal injury crashes are fairly even for each weekday.

Crashes are most likely to occur after 12:00 PM. 3:00 PM to 6:00 PM was the highest interval for crashes (27%), followed by 12:00 PM to 3:00 PM (21%) and 6:00 PM to 9:00 PM (14%). Personal injury crashes are most likely to occur between 12:00 PM to 3:00 PM (24 crashes).

- 4. Enforcement Strategy: How will you deploy agency resources to address this problem?**

The Orangetown Police Department will deploy both marked police vehicles and special unmarked traffic vehicles equipped with license plate readers to address vehicle and traffic law violations on Route 303. Officers will be instructed to conduct both moving and stationary traffic enforcement on Route 303 between the New Jersey State Line and the Clarkstown Town Line. When stationary officers will post at major intersections where failure to yield right of way and following too closely related crashes are most likely to occur. Officers will also focus on aggressive driving to include unsafe lane changing and improper lane usage while also monitoring for distracted drivers and seat belt violators. Officers will utilize radar/lidar while on dedicated enforcement details.

Overtime traffic details will be authorized in four-hour increments. Enforcement details will be conducted primarily weekdays. Enforcement details will primarily occur in the afternoon/evening with a majority approved during the peak rush hour period from 3:00 PM to 6:00 PM.

- 5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.**

Our goal is to reduce personal injury crashes on this roadway from the previous grant period by 10%.

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR;

TSSR;

TraCS;

County Crash Dashboard;

Agency Data;

Other:

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

**Distracted Driver Campaigns;**

**Operation Safe Stop;**

**No Empty Chair;**

**Pedestrian Safety Enforcement Mobilization;**

**Speed Awareness Enforcement Mobilization;**

**Regional or multi-agency enforcement waves that support GTSC goals** (must not be an impaired wave (with the exception of the last day of the No Empty Chair enforcement initiative), commercial motor vehicle inspection or motorcycle only checkpoint.)

### **End of Regular PTS Work Plan**

**ATTACHMENT D  
PAYMENT AND REPORTING**

**A. General Terms and Conditions:**

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

**B. Advance Payments and Claiming Requirements:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

**Schedule A: Claiming Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2025 – 12/31/2025	01/30/2026
2	Quarterly Reimbursement	01/01/2026 – 03/31/2026	04/30/2026
3	Seat Belt Mobilization	05/18/2026 – 05/31/2026	07/01/2026
4	Quarterly Reimbursement	04/01/2026 – 06/30/2026	07/30/2026
5	Quarterly Reimbursement	07/01/2026 – 09/30/2026	10/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.  
 Expenditure Report Required

### C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

### D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).
3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report*: The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

**Schedule B: Progress Reporting Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2025 – 03/31/2026	04/15/2026
2	Work Plan Based	05/18/2026 – 05/31/2026	06/14/2026
3	Work Plan Based	10/01/2025 – 09/30/2026	10/15/2026

**E. Special Payment and Reporting Provisions**

**Claims for Reimbursement:**

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller’s Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in this Attachment D (Payment and Reporting).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachments section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non- reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC’s Claim for Payment Instruction Guide, which is available on the New York State Governor’s Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

**Reports:**

This Attachment D (Payment and Reporting) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated

progress report is submitted.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**End of Attachment D - Payment and Reporting**

**WARRANT**

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Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	100825	\$ 169,149.88 Utilities
	101525	\$ 54,242.00 Utilities & Employee Benefits
	102825	\$ 294,029.85 Expenses
		\$ 517,421.73

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Daniel Sullivan

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Councilman Brian Donohue

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Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 10/23/25  
**CC:** DEPARTMENT HEADS



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The audit for the Town Board Meeting of 10/28/2025 consists of 3 warrants for a total of \$517,421.73.

The first warrant had 8 vouchers for \$169,149 and was for utilities.

The second warrant had 15 vouchers for \$54,242 and was for utilities and the Chair of the Worker's Comp Board.

The third warrant had 122 vouchers for \$294,029 and had the following items of interest.

1. Cotter, Michael - \$7,975 for title searches.
2. CSEA Employee Benefit Fund - \$35,404 for dental benefits.
3. D & E Uniforms - \$7,434 for Police uniforms.
4. Employee Services - \$7,681 for EAP services.
5. Fisher & Son - \$5,103 for Parks landscaping supplies.
6. Gentile, Steven - \$10,836 for 207c payments.
7. Global Montello - \$33,666 for fuel.
8. Goosetown Enterprises - \$18,136 for Police equipment leases.
9. Guardian - \$13,472 for Police dental benefits.
10. Kuehne Chemical Co. - \$8,05 for sewer chemicals.
11. Longo Electrical Mechanical - \$5,955 for sewer inspections.
12. Sport-Tech Construction - \$17,860 for retainage payable.
13. Tilcon NY - \$8,424 for Highway materials.

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

15. WW Grainger - \$5,438 for parts various departments.

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

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