



## 34th Annual Orangetown Recreation Santa Claus 5K Run

Veterans Memorial Park 10:30am  
Sunday, December 7th, 2025

[Online Registration](#)

[Register.Compass.net/OrangetownRec](https://www.compass.net/orangetownrec)

Pre-Registration fee \$25.00 by Dec. 5 at 12pm.

Race day registration \$30.00 begins at 8:15am

Prizes for top finishers in each age bracket

Each registrant will receive an official race winter hat

Professional Chip Timing, Free Kids Races @10:00am

**NO DOGS PERMITTED**

For more information call (845) 359-6503.

or email [recreation@orangetown.com](mailto:recreation@orangetown.com)

JINGLE BELL DIV  
AGES: 9 & UNDER

ELF DIVISION  
AGES: 10-14

REINDEER DIV  
AGES: 15-19

SNOWFLAKE DIV  
AGES: 20-29

GINGERBREAD DIV  
AGES: 30-39

CANDY CANE DIV  
AGES: 40-49

SANTA'S HELPERS  
AGES: 50-59

THE EGGNOGGERS  
AGE 60 - 69

GIFTWRAPPERS  
AGE 70 - 79

THE SILVER BELLS  
AGE 80 +



Town of Orangetown  
and Veterans Angels of Hope

**THANKSGIVING**



# FREE VETERANS DINNER BAGS

For Military and Veteran Families  
Orangetown Residents Only



Special "Thanks to Vets" food bags will  
include frozen turkey, potatoes, and  
vegetables



FRIDAY

**NOVEMBER 21, 2025**

3PM-5PM

Drive thru pick up at  
Orangetown Town Hall  
26 Orangeburg Rd  
Veterans ID Card Required.



RSVP TO SUPERVISOR TERESA KENNY'S  
OFFICE 845-359-5100 X2293 OR  
VETERAN@ORANGETOWN.COM

Sponsored by:

**Schultz Ford**

People to People, Durso Trucking  
Rockland Green



**BARGAIN AND SALE DEED**

This indenture made the 11<sup>th</sup> day of October, 2025

**Between R & L PROPERTY DEVELOPMENT CORP., having an address at 80 S. William Street, Pearl River, New York 10965,**

“Grantor”, and

**TOWN OF ORANGETOWN, a domestic municipal corporation having an office at 26 Orangeburg Road, Orangeburg, New York 10962,**

“Grantee”.

**Witnesseth**, that the Grantor, in consideration of ten dollars lawful money of the United States, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, their heirs or successors and assigns of the Grantee,

**ALL** that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town of Orangetown, County of Rockland, State of New York, more particularly described on the annexed Schedule “A”.

Being intended to describe the road widening of the southwest corner of the subdivision shown on the final approved 80 S. William Street subdivision plat.

**TAX DESCRIPTION: Part of: Orangetown – 68.20-2-76**

**TOGETHER** with all rights, title and interest, if any, of the Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof.

**TOGETHER** with all the appurtenances and all the estate and rights of the Grantor in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

**And** the Grantor, covenants that the Grantor has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**And** the Grantor, in compliance with Section 13 of the Lien law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.



BARGAIN and SALE DEED

**R & L PROPERTY DEVELOPMENT CORP.**

To

**TOWN OF ORANGETOWN**

A Portion of:

Section 68.20  
Block 2  
Lot 76  
Town: Orangetown  
County: Rockland

Record and Return To:

Orangetown Town Attorney  
26 Orangeburg Road  
Orangeburg, New York 10962

TAX LOT 68.20-2-76  
PROPOSED GRATUITOUS ROAD WIDENING TO  
TOWN OF ORANGETOWN

ALL That certain plot, piece or parcel of land, with the building and improvements Thereon erected, situate, lying, and being in the Town of Orangetown, County of Rockland and State of New York, Shown on a map to be filed in the Rockland County Clerks Office entitled "80 South William Street" more particularly bounded and described as follows:

BEGINNING at a point on the intersection of the Northerly line of East Park Avenue and the Easterly line of South William Street said point being the Southwesterly corner of the lot herein described;

RUNNING THENCE along the Easterly line of South William Street N 14°05'30" E, a distance of 24.95' to the point of curvature,

THENCE a curve concave to the northeast, having a radius of 25.00 and arc length of 39.22' through tax lot 68.20-2-76 to the Northerly line of East Park Avenue;

THENCE along the Northerly line of East Park Avenue N 75°47'30" W and distance of 24.95' to the POINT OF BEGINNING containing 133.50 Sq. Ft. More or less;

**PB #25-58: 80 South William Subdivision Plan  
Recommendation to the Town Board  
to Establish Value and Term of Performance Bond**

**Town of Orangetown Planning Board Decision  
October 8, 2025  
Page 1 of 3**

**TO:** Leszek Omelanczuk, 22 Lindbergh Road, Stony Point, New York 10980  
**FROM:** Town of Orangetown Planning Board

**RE:** **80 South William Subdivision Plan:** The application of R&L Property Development, applicant and owner, for a Recommendation to the Town Board to Establish the Value and Term of a Performance Bond for a site to be known as “**80 South William Subdivision Plan**”, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 and Chapter 21 of the Code of the Town of Orangetown. The site is located at 80 South William Street, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section; 68.20, Block 2, Lot 76; in the RG zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, October 8, 2025**, at which time the Board made the following determinations:

Leszek Omelanczuk and Renata Omelanczuk appeared and testified.

The Board received the following communications:

1. An interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated August 18, 2025.

The Board reviewed the plan. The meeting was then open to the public.

A motion was made to open the Public comment by Michael Mandel - Vice Chair and second by Andrew Andrews and carried as follows: Thomas Warren – Chair, aye; Michael Mandel - Vice Chair, aye; Andrew Andrews, aye, Matthew Miller, absent; Denise Lenihan, aye; Michael McCrory, absent; Lisa DeFeciani, absent; Bruce Bond, (alternate member), aye.

There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by Michael Mandel - Vice Chair and second by Andrew Andrews and carried as follows: Thomas Warren – Chair, aye; Michael Mandel - Vice Chair, aye; Andrew Andrews, aye, Matthew Miller, absent; Denise Lenihan, aye; Michael McCrory, absent; Lisa DeFeciani, absent; Bruce Bond, (alternate member), aye.

**PB #25-58: 80 South William Subdivision Plan  
 Recommendation to the Town Board  
 to Establish Value and Term of Performance Bond**

**Town of Orangetown Planning Board Decision  
 October 8, 2025  
 Page 2 of 3**

**RECOMMENDATION:** In view of the foregoing, the Planning Board Recommends to the Town of Orangetown Town Board that the value and term of the Performance Bond be established in accordance with the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated August 18, 2025.

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before October 8, 2027, subject to the following conditions:

2. The applicant is reminded that no work can begin and no permit will be issued until all comments are met from the various agencies, all approvals are obtained, the Final Site Plan is stamped by the Planning Assistant and construction plans are reviewed and approved by the inspector.
  
3. DEME's bonding requirements for the 80 South William Street Subdivision are as follows:

<u>ITEM</u>	<u>COST</u>
Concrete curbing	\$ 6,300.00
Monumentation	\$ 2,100.00
Iron Pins	\$ 900.00
As-Builts drawings	\$ 3,600.00
 Storm sewers	 \$ 28,250.00
 Soil Erosion and Sediment Control	 \$ 21,300.00
 Sanitary Sewers	 \$ 4,900.00
<u>Sub-Total</u>	<u>\$ 67,350.00</u>
 Administrative Close -out (20% of Sub-Total)	 \$ 13,470.00
<b><u>Total Bond =</u></b>	<b><u>\$ 80,820.00</u></b>
 Inspection Fee: (3% of Sub-Total of original Bond amount) to be submitted to this Department prior to onset of construction.	 \$ 2,020.50

**PB #25-58: 80 South William Subdivision Plan  
Recommendation to the Town Board  
to Establish Value and Term of Performance Bond**

**Town of Orangetown Planning Board Decision  
October 8, 2025  
Page 3 of 3**

The foregoing Resolution was made and moved by Michael Mandel - Vice Chair and second by Andrew Andrews and carried as follows: Thomas Warren – Chair, aye; Michael Mandel - Vice Chair, aye; Andrew Andrews, aye, Matthew Miller, absent; Denise Lenihan, aye; Michael McCrory, absent; Lisa DeFeciani, absent; Bruce Bond, (alternate member), aye.

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

**Dated: October 8, 2025  
Town of Orangetown Planning Board**

A handwritten signature in black ink, appearing to read 'Audrey Lupachino', written in a cursive style.

**Audrey Lupachino  
Planning Assistant  
Town of Orangetown**

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



# Western Surety Company

## SITE IMPROVEMENT Performance Bond

Bond # 73755923

KNOW ALL PERSONS BY THESE PRESENTS: That we R & L Property Development Corp

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

as Obligee, in the sum of Eighty Thousand Eight Hundred Twenty and 00/100 Dollars (\$ 80,820.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the Principal will complete site improvements as per estimate prepared by: \_\_\_\_\_  
Bruce Peters, dated August 18, 2025

\_\_\_\_\_ attached to and made a part hereof at certain land known as 80 S. William St., Pearl River, NY 10954

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

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

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

SIGNED, SEALED AND DATED THIS 23rd DAY OF September, 2025.

PRINCIPAL:

R & L Property Development Corp  
By: Rob Ouellet

SURETY:

WESTERN SURETY COMPANY

By: Aurelius J Licata, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73755923

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

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

Principal: R & L Property Development Corp

Obligee: Town of Orangetown

Amount: \$1,000,000.00

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

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

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

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

If Bond No. 73755923 is not issued on or before midnight of September 18th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

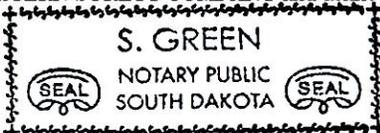
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 23rd day of September, 2025.

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 23rd day of September, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Green  
Notary Public - South Dakota

My Commission Expires February 12, 2027

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 23rd day of September, 2025.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

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



**Department of Environmental Management and Engineering**  
**Town of Orangetown**

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

August 18, 2025

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

AUG 20 2025

TOWN OF ORANGETOWN  
 LAND USE BOARDS

Re: **Performance Bond** (YY-MM-Section:Block:Lot)  
**80 S. William Street Subdivision** Tracking # \_\_\_\_\_

Board Members:

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

<u>ITEM</u>	<u>COST</u>
Concrete curbing	\$ 6,300.00
Monuments	2,100.00
Iron pins	900.00
As-Built drawings	\$ 3,600.00
Storm sewers	28,250.00
Soil Erosion and Sediment Control	21,300.00
Sanitary Sewers	4,900.00
	<u>Sub-Total \$ 67,350.00</u>
Administrative Close-out (20% of Sub Total)	\$ 13,470.00
	<u>Total Bond = \$ 80,820.00</u>

Inspection Fee:  
 (3% of Sub Total of original bond amount) \$ 2,020.50  
 to be submitted to this Department prior to onset of construction.

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

Sincerely,

**SITE PLAN PERFORMANCE BOND**

**AMOUNT: \$80,820.00**

**KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED,** Leszek Omelanczuk, as President of R & L Property Development Corp., having a business address at 80 South William Street, Pearl River, New York 10965, is held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York, 10962, as "Obligee" in the full and just sum of EIGHTY THOUSAND EIGHT HUNDRED and TWENTY and 00/100 DOLLARS (\$80,820.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal binds itself its heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

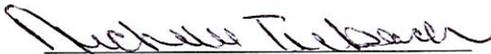
**WHEREAS,** Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, the decisions made by Obligee's Planning Board in PB#25-58, and Town specifications and requirements at a certain cite known as, 80 South William Street Site Plan," located in the Hamlet of Pearl River, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 68.20, Block 2, Lot 76, of which improvements shall be maintained and completed on or before October 8, 2027 (two years from Planning Board decision setting the amount of bond), unless so extended beyond such date by consent of Obligee's Planning Board obtained prior to October 8, 2027.

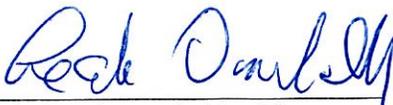
**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if Principal shall carry out all of the terms and conditions of said agreement and perform all the work as set forth herein, or contemplated hereby, all within the time set forth in said agreement and/or herein, then upon, and only upon,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

SIGNED, SEALED AND DATED AS OF THIS 16<sup>th</sup> DAY OF October, 2025.

NOTARY:

PRINCIPAL:



By:   
Leszek Omelanczuk, President  
R & L Property Development Corp.

**MICHELLE TREBACH**  
Notary Public, State of New York  
No. 01TR4947296  
Qualified In Orange County  
Commission Expires February 21, 2026

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

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



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

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

# Memorandum

DATE: October 29, 2025

TO: Teresa Kenny, Supervisor  
Jerry Bottari, Councilman  
Brian Donohue, Councilman  
Dan Sullivan, Councilman  
Paul Valentine, Councilman

FROM: James J. Dean, Superintendent of Highways

RE: Declare Surplus Equipment

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It is my recommendation that the equipment listed below be declared surplus.

## **APPROVE/ SURPLUS EQUIPMENT/HIGHWAY DEPARTMENT**

RESOLVED, that upon the recommendation of the Superintendent of Highways, approve for surplus the following equipment:

34	2004	JCB 214 S Sideshift	SLP214FS4E0950186
39	2005	John Deere 624J	DW624JP596560

JJD:kf



**RESOLUTION NO. 208  
APPROVE SETTLEMENT AGREEMENT /EMPLOYEE PERSONNEL MATTER**

**RESOLVED**, that the Town Board hereby authorizes implementation and settlement of a disciplinary proceeding with respect to employee no. 2709, and authorizes the department head to execute a Stipulation of Settlement to effectuate terms of the settlement.

Supervisor Teresa M. Kenny offered the above resolution, which was seconded by Councilperson Jerry Bottari and was Adopted:

Motion: 5-0

Ayes: Councilperson Thomas Diviny, Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

Noes: None

J

**RESOLUTION NO. 209  
AUTHORIZE TOWN ATTORNEY TO INSTITUTE ACTION IN INDEMNIFICATION AND CONTRIBUTION AS AGAINST ROCKLAND COUNTY / ROCKLAND SHERIFF'S OFFICE /JEAN V. ORANGETOWN /ROCKLAND SUPREME INDEX NO. 033456/2016**

**BE IT RESOLVED** that the Town Board authorizes the Town Attorney's Office, as part of the defense of the matter known as Phadia Jean v. Town of Orangetown, et. al. Rockland County Index No. 033456/2016, to institute an action against the County of Rockland, County of Rockland Sheriff's Office and individual employees thereof, for certain relief including but not limited to indemnification and contribution.

Councilperson Thomas Diviny offered the above resolution, which was seconded by Councilperson Paul Valentine and was Adopted:

Motion: 5-0

Ayes: Councilperson Thomas Diviny, Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

Noes: None

J

**RESOLUTION NO. 210  
APPROVE/ PUBLIC TRANSPORTATION MODERNIZATION PROJECT PIN 8TRM73 / ORANGETOWN COMMUTER PARK & RIDE FACILITY/ SPARKILL, NY**

**WHEREAS**, a Project to construct an Orangetown Commuter Park & Ride Facility in the hamlet of Sparkill, NY, in the Town of Orangetown, Rockland County, PIN 8TRM73 (the "Project") is eligible for 100% funding under the New York State Department of Transportation Public Transportation Modernization and Enhancement Program (MEP) Funding; and

**WHEREAS**, the .63 acre facility, located at 650 Route 340 in Sparkill, NY, owned by the American Legion, John M. Perry Post #1044, shall require a lease to the Town for a minimum of 20 years, the useful life of the parking facility, and

**WHEREAS**, funds for this project have been approved in the Rockland County Capital Project Funds, #18832 and funds for this project have been approved in the State TIP under PIN 8TRM73, and

**WHEREAS**, the Town of Orangetown desires to advance the Project, by making a commitment of 100% of the costs of construction and construction inspection and Rockland County shall reimburse the Town for 100% of construction and construction inspection, not to exceed \$969,000, and

**WHEREAS**, a public information briefing for the Project was held on May 5, 2021, and

**WHEREAS**, the purpose of the briefing was to obtain comments on the project from individuals, groups, officials and local agencies, and

J

**RESOLUTION NO. 210 - Continued**

**WHEREAS**, the project design and plans may be accessed and reviewed in-person at the Orangetown Highway Department at 19 Route 303, Orangeburg, NY 10962 and are also accessible via the Town of Orangetown Highway Department website,

**NOW, THEREFORE**, the Town of Orangetown Board, duly convened does hereby

**RESOLVED**, that the Town of Orangetown Board hereby approves the above-subject project; and it is hereby further

**RESOLVED**, the Town shall enter into a lease agreement with the American Legion, John M. Perry Post #1044 for a minimum of 20 years, the useful life of the parking facility, a .63 acre facility, to be located at 650 Route 340 in Sparkill, NY, and it is further

**RESOLVED**, that the Town of Orangetown Board hereby authorizes the Town of Orangetown to pay in the first instance 100% of the State share of the cost of construction and construction inspection work for the Project or portions thereof; and, it is further

**RESOLVED**, that the sum of \$969,000 is hereby appropriated to account# H.5110.200.61 and made available to cover the cost of participation in the above phase of the Project; and

**RESOLVED**, that in the event the State share of costs of the project exceeds the amount appropriated above, the Orangetown Town board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Orangetown Town Supervisor thereof, and it is further

**RESOLVED**, that the Supervisor of the Town of Orangetown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for State Aid on behalf of the Town of Orangetown with the County of Rockland in connection with the advancement or approval of the Project and the municipality's first instance funding of project costs and permanent funding of the state-aid eligible Project costs and all Project cost within appropriations, therefore that are not so eligible, and it is further

**RESOLVED**, that in addition to the Town Supervisor the following municipal titles: Highway Superintendent, Town Engineer, Town Finance Director, are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with the County of Rockland in connection with the advancement or approval of the project identified in the County and Town Intermunicipal Agreement;

**RESOLVED**, that a certified copy of this resolution be filed with the County of Rockland by attaching it to any necessary Agreement in connection with the Project, and it is further

**RESOLVED**, this Resolution shall take effect immediately.

Councilperson Paul Valentine offered the above resolution, which was seconded by Supervisor Teresa M. Kenny and on a roll was Adopted:

Motion: 5- 0

Ayes: Councilperson Paul Valentine, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

Noes: Councilperson Thomas Diviny, Councilperson Jerry Bottari

**RESOLUTION NO. 211****ACCEPT RESIGNATION/ RETIREMENT LT. DAVID MELLIN/ POLICE DEPARTMENT/ EFFECTIVE APRIL 26, 2022**

**RESOLVED**, that upon the recommendation of the Chief of Police, accept with regret, the resignation/retirement of Lt. David Mellin from the Orangetown Police Department effective April 26, 2022.

## **SPARKILL COMMUTER PARKING LOT –LEASE AGREEMENT**

**THIS LICENSE/LEASE AGREEMENT** (the “Lease”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE AMERICAN LEGION, JOHN M. PERRY POST # 1044, a domestic not-for-profit organization, having an address of Route 340, Sparkill, New York (the “LESSOR”), and the TOWN OF ORANGETOWN, a municipal corporation with offices at 26 Orangeburg Road, Orangeburg, New York (the “LESSEE” or the “TOWN”).

WHEREAS, the LESSOR owns property located at 650 Route 340, Sparkill, New York;

WHEREAS, the LESSEE desires to obtain a license from LESSOR to use a portion of the Premises as designated by LESSOR to allow for the parking of approximately 48 automobiles for commuter parking purposes in the parking lot located on the Premises; and

WHEREAS, the LESSEE proposes to construct and maintain a commuter parking facility upon said property; and

WHEREAS, in exchange for the improvement of said property and reasonable rental fees, the LESSOR proposes to lease said property to the LESSEE for a period of twenty (20) years.

NOW, THEREFORE, in consideration of the mutual covenants in this Lease, the LESSOR and the LESSEE agree as follows.

**1. The Premises.** The LESSOR leases to the LESSEE, and the LESSEE takes from the LESSOR, the property located at 650 Route 340, Sparkill, New York, more particularly described in Exhibit “A” (which consists of a one page map and a one page description of same) attached hereto and made a part hereof (the “Premises”);

**2. Term.** The initial term of this Lease (the “Initial Term”) shall commence on the date that construction on the project commences. The parties shall confirm in writing, via a Project Commencement Letter to be signed by both parties, as to the agreed upon date of commencement (Project Commencement Date). The Initial Term shall run for a term of twenty (20) years from the Project Commencement Date, unless terminated earlier in accordance with this Lease. At the end of the Initial Term the Lease shall renew automatically (Automatic Renewal Date) for a successive ten (10) year term unless either party gives written notice of nonrenewal to the other party at least 30 days prior to the renewal date. The Project Commencement Letter shall establish the Project Commencement Date, an Initial Term End Date, Automatic Renewal Date, and a Renewal Term End Date,

**3. Use.** The LESSEE shall use the Premises as a public parking lot and for no other purpose. The LESSEE shall not allow others to use the Premises for any other purpose without the prior written consent of the LESSOR, which consent may be withheld in the LESSOR’s sole discretion.

**4. Rent.** The LESSEE shall pay rent per parking space, for 20 days per month, as follows:

Year 1 \$1.750 per space per day  
Year 2 \$1.803 per space per day  
Year 3 \$1.857 per space per day  
Year 4 \$1.913 per space per day  
Year 5 \$1.970 per space per day

The rent and any escalation for each of the subsequent five year time periods identified as follows: Years 6-10; Years 11-15; Years 16-20; and the 10 year renewal period, shall be negotiated in good faith between the parties, prior to the start of each 5 year period and the 10 year renewal period. The parties shall execute an addendum to this Agreement prior to each 5-year time period and the 10-year renewal period, which incorporates the rent for each period referenced above, into this agreement. An annual payment shall be made to the LESSOR on December 31 of each year for the duration of the lease commencing on December 31, 2024, on a pro rata basis for year 1 based upon the commencement date.

**5. Security Deposit.** None

**6. Utilities.** The LESSEE shall pay any and all charges for water, sewer, gas, electricity, telecommunication, cable, and all other utilities at the Premises and shall establish accounts directly with the utility providers.

**7. Maintenance and Repair.** The LESSEE is solely responsible for all maintenance, repair, and replacement of the Premises and all improvements, including snow removal. The LESSEE shall keep the Premises in a neat and safe condition. The LESSEE shall maintain the Premises in compliance with all laws, ordinances, or regulations governing the Premises and the LESSEE's use of the Premises. The LESSOR shall have no obligation to make any repairs or improvements to the Premises.

**8. Liability; Indemnification.** The LESSOR shall in no way be liable for any personal injuries (including death) or property damage caused by or resulting from the use of the Premises by the LESSEE, or the LESSEE's employees, agents, visitors, or contractors. The LESSEE shall indemnify, defend, and save the LESSOR harmless from and against any and all liability, claims, damages, expenses, fees, penalties, legal proceedings, and causes of action of every kind, including the LESSOR's costs and reasonable attorneys' fees, incurred as a result of any breach by the LESSEE of any covenant of this Lease, or as a result of the LESSEE's use of the Premises, or the acts or omissions of the LESSEE, or the LESSEE's employees, agents, visitors, or contractors; provided, however, that the obligation of the LESSEE to indemnify shall not extend to the willful misconduct or negligent behavior of the LESSOR, or the LESSOR's employees, agents, or representatives.

**9. Insurance.** The Lessee shall maintain adequate levels of insurance with respect to its obligations under paragraph 8 and the Lessor shall be an additional insured under any policy of insurance which covers the Lessor under this Agreement.

**10. Assignment; Sublease.** The LESSEE may not assign this Lease and the LESSEE may not sublease the Premises in whole or in part.

**11. LESSOR's Right of Access.** The LESSOR, or the LESSOR's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to the LESSEE to inspect the Premises or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide the LESSEE with advance notice. The LESSOR shall use reasonable efforts to minimize any disruption of the LESSEE's activities.

**12.** The Lessor may utilize the parking area on weekends and holidays for vehicle parking only.

**13. Termination.** This agreement may be terminated by either or both parties, with or without cause, on at least thirty (30) days advance written notice. As the TOWN has incurred costs and dedicated a great deal of time and expense relating to the construction of the parking lot on the LESSOR's land, in the event of any early termination by the LESSOR, the LESSOR shall repay the LESSEE for a prorated share of all costs expended by LESSEE relating to the construction of the parking lot on said property.

On the expiration of the Term, or any earlier termination of this Lease, the LESSEE shall: (a) in a timely manner vacate the Premises; and (b) repair all damage to the Premises caused by the LESSEE's removal of its equipment and property from the Premises. The LESSOR shall leave in place, unaltered except reasonable wear and tear, the parking lot facility including drainage equipment / infiltration trench, pavement, curbs / ramps / islands, handicap and no-parking signs, chain link fence, ball stopper system, utility pole, light poles, and associated wiring/ conduit.

**14. Entire Agreement, Applicable Law.** This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and no representations or agreements not included in this Lease shall be enforceable unless in writing and signed by the party to be charged. This Lease shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Lease to be executed by their duly authorized agents as of on the date first written above.

**AMERICAN LEGION**

**TOWN OF ORANGETOWN**

**BY:**

**BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

David B. Mart, Finance Officer

Teresa M. Kenny, Town Supervisor

Printed Name, Title

Printed Name, Title

## COUNTY OF ROCKLAND INTER-MUNICIPAL AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the County of Rockland, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, NY 10956 (“County”), and the Town of Orangetown, a municipal corporation of the State of New York with offices located at 26 Orangeburg Road, Orangeburg, NY 10962 (“Town”).

**WHEREAS**, both the County and the Town are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law (“GML”) of the State of New York;

**WHEREAS**, Section 119-o of Article 5-G of the GML of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement to do so “be approved by each participating municipal corporation” “by a majority vote of the voting strength of its governing body”;

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the Town Board of the Town, by Resolution No. \_\_\_\_\_ of 2025, approved this Agreement and authorized its execution by its Supervisor; and

**WHEREAS**, on the 6th day of May 2025, the Legislature of Rockland County, by Resolution No. 254 of 2025, approved this Agreement and authorized its execution by the County Executive.

**NOW, THEREFORE**, the parties agree as follows:

1. **SERVICES**: The Town shall render and perform services for and to the County and its Department of Public Transportation, for the construction of the Sparkill Park and Ride Facility attached as Schedule A, and the Itemized Reimbursement attached as Schedule B (“Services”). The Town represents and warrants to the County that its employees, agents, and servants possess all the skills, experience, expertise, and independence to render these services to the County.
2. **TERM**: The Town shall perform the Services from May 1, 2025, through April 30, 2030 (“Term”).
3. **PAYMENT**: The County agrees to pay the Town Nine Hundred Sixty-Nine Thousand Dollars and 00/100 (\$969,000.00). The Town agrees that this compensation shall be solely and exclusively used to reimburse the Town for the construction and inspection costs to build the Sparkill Park and Ride Facility, located at 650 NY Route 340, Sparkill, NY 10976, which will have a minimum useful life of twenty (20) years from the start date determined by the Commissioner of Public Transportation once construction is completed.
4. **INDEPENDENT CONTRACTOR**: The Town is an independent contractor and covenants and agrees that it, its agents, servants, and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant, or agent of the County and that it, its agents and employees will not make a claim, demand or application to or for any right or

privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

5. **INSURANCE REQUIREMENTS:** The Town shall, at its own cost and expense, procure and maintain insurance to cover the work relating to the Services, its employees, agents, and servants under the terms of this Agreement, including:

5.1 {X} A checkmark in the boxes below indicates that the type of insurance specified is required.

- A. {X} Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- B. {X} Automobile Liability Insurance, not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- C. {X} Excess Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence over General Liability, Employers' Liability (if not unlimited on the Workers' Compensation policy), Auto Liability and Professional Liability, if required, and a general aggregate not less than \$1,000,000 (One Million)
- D. {X} Workers' Compensation and Employers' Liability Insurance per the statutory requirements of the New York State Workers' Compensation Law
- E. {X} Disability Insurance per the provisions and requirements of the New York State Disability Law
- F. {} Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit
- G. {X} All other insurance as required by law.

5.2 The Town warrants and represents to the County that it has sufficient funds to satisfy the amount of the self-insured retention limit (deductible) required of each liability policy as it applies to this Agreement and that said amount is available to settle, compromise or pay any suit or claim for negligence, gross negligence, medical malpractice or intentional acts or omissions made against it and arising out of or during the Term. At the County's request, the Town shall provide proof or guarantee of financial responsibility as it deems necessary.

5.3 When the Town signs and returns this Agreement, the Town shall provide the County with a policy endorsement showing the above-required insurance. The County of Rockland, including its officials and employees, shall be named as an additional insured on general liability insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to the County. Unless and until the Town obtains such

insurance and provides a policy endorsement to the County, this Agreement shall not be effective, and no monies shall be paid or given to the Town.

6. **INJURY, PROPERTY DAMAGE:** The Town shall be responsible for all damages and injury to life and property due to, or resulting from, the negligent acts of the Town, its employees, agents, and employees in connection with this Agreement.

7. **INDEMNIFY AND HOLD HARMLESS:** The Town agrees to defend, indemnify and hold harmless the County and its respective officers, employees, and agents from and against all claims, actions, and suits and shall defend the County and its respective officers, employees, and agents, at its own cost and 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 acts of the Town to the fullest extent permitted by law. 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 expiration or termination of this Agreement, whichever occurs sooner.

8. **RECORD KEEPING AND AUDIT:** The Town 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 per GAAP (Generally Accepted Accounting Practices) and the County record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to the County for inspection or audit upon demand. No compensation or fee for Services shall be due to the Town unless or until any financial statements demanded by the County Department of Finance have been provided, or such other documents or information required to be produced by the County are required to be provided. This Section 8 shall survive the cancellation, termination, or expiration of this Agreement, or the date of the last payment tendered, whichever occurs latest, by six (6) years.

9. **LIABILITY ONLY FOR MONIES BUDGETED:** This Agreement shall be deemed executory to the extent that the monies are appropriated in the current budget of the County for this Agreement, and the County shall incur no liability, 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 Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by the County are appropriated in the County's budget.

10. **NO ASSIGNMENT:** The Town shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County.

11. **LAWS OF THE STATE OF NEW YORK:** This Agreement shall be governed by the Laws of the State of New York.

12. **LABOR LAW AND EXECUTIVE LAW:** The Town 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 applicable to the Services.
13. **LOCAL LAWS AND RESOLUTIONS:** The Town 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.
14. **APPROVAL OF FEDERAL, STATE, AND LOCAL AGENCY:** Notwithstanding any other provisions of this Agreement, the County shall not be liable for any payment or compensation to the Town until the Services rendered by the Town meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the and provides funding in whole or in part for the Services.
15. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990:** The Town agrees to comply with the Americans with Disabilities Act of 1990, as in effect at any given time, prohibiting discrimination based on disability concerning employment policies and procedures, structural and program accessibility, transportation, and telecommunications.
16. **TERMINATION/AMENDMENT:** This Agreement may be terminated or amended on at least thirty (30) days advance written notice by the County. In the event of a termination by the Town before the minimum useful life of twenty (20) years is met, the Town shall pay the County a prorated share of all costs related to construction of the Sparkill Park and Ride Facility, attached hereto as Schedule A for the construction of the Sparkill Park and Ride Facility located at 650 NY Route 340, Sparkill, NY 10976, performed under separate agreement between the Town and County, based on the twenty (20) year minimum useful life straight line depreciation schedule attached hereto as Schedule B for the Itemized Reimbursement.
17. **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, and may not be modified except by writing signed by the parties.
18. **CONSENT TO JURISDICTION AND FORUM SELECTION:** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Supreme Court of the State of New York for the County of Rockland or the United States District Court for the Southern District of New York located in White Plains, County of Westchester, New York. The parties intend this choice of venue to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties concerning or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue concerning any proceeding brought in accordance with this paragraph and stipulates that the State mentioned above, and

federal courts shall have in personam jurisdiction and venue over each of them to litigate any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as detailed in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

19. **STANDARD CLAUSES FOR NEW YORK STATE FUNDED CONTRACTS:** The attached hereto Appendix A, Appendix A-1 and Appendix B are part of this Agreement.

20. **EXECUTION:** This Agreement may be signed in counterparts. Electronic signatures are acceptable.

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

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

**TOWN OF ORANGETOWN**

By: \_\_\_\_\_  
DOUGLAS J. SCHUETZ  
Acting Commissioner

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

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

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

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

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
JOSHUA A. NATHANSON  
Principal Assistant County Attorney

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

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

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

JN:sg  
2025-12288-01

# Schedule A

## Construction of Sparkill Commuter P&R Facility 650 Route 340 Sparkill, NY

This Intermunicipal Agreement between Town and County will allow Rockland County to use NYS Public Transportation Modernization and Enhancement Program (MEP) funding for construction of Commuter Parking Facility in the Town of Orangetown. This agreement will be for 20 years, the useful life of a new commuter parking facility.

The .63-acre facility shall be used for only the purpose of Commuter Parking and no other purpose. The property owned by The American Legion, John M. Perry Post No. 1044 will be leased by Town of Orangetown.



STATE OF NEW YORK

### AMERICAN LEGION JOHN M. PERRY POST #1044 COMMUTER PARKING LOT ROUTE 340, SPARKILL TOWN OF ORANGETOWN ROCKLAND COUNTY, NEW YORK

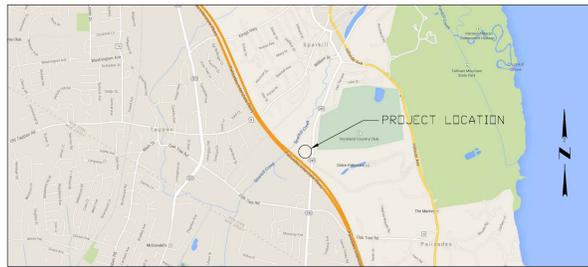
TOWN OF ORANGETOWN

TOWN SUPERVISOR - ANDY STEWART

TOWN BOARD - DENIS TROY  
THOMAS DIVINY  
PAUL VALENTINE  
TOM MORR

SUPERINTENDENT OF HIGHWAYS - JAMES J. DEAN

INDEX OF DRAWINGS		
DWG.	DESCRIPTION	SHEET NO.
---	TITLE SHEET	1
PL-1	GENERAL PLANS	2
CD-1	CONSTRUCTION DETAILS	3

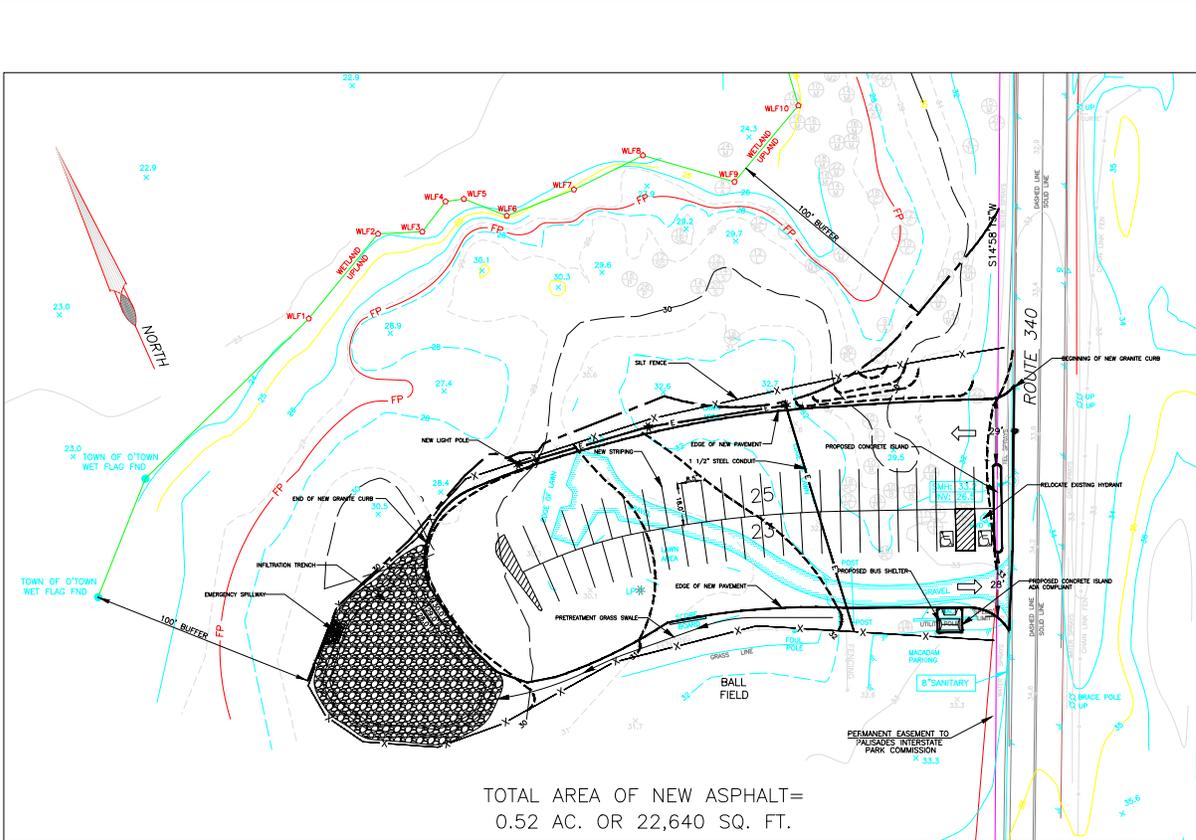


LOCATION MAP  
NOT TO SCALE

RECOMMENDED BY:

JOSEPH J. MORAN, P.E. \_\_\_\_\_ DATE \_\_\_\_\_  
COMMISSIONER  
TOWN OF ORANGETOWN  
DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT & ENGINEERING

MAY 4, 2015



TOTAL AREA OF NEW ASPHALT= 0.52 AC. OR 22,640 SQ. FT.

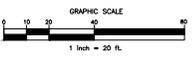
**LEGEND**

SANITARY MANHOLE W/PIPES		S
DRAINAGE INLET W/PIPES		S
DRAIN MANHOLE/ WITH PIPES		DMH
TOP CURB @ CATCH BASIN		TCB
TOP GRATE FIELD INLET		TGFI
REINFORCED CONCRETE PIPE		RCP
CORRUGATED PLASTIC PIPE		CPP
DROP CURB		DC
DROP RAMP		DR
UTILITY POLE		UP
WATER VALVE		WV
HYDRANT		HYD
GAS VALVE		GV
OVERHEAD WIRES		OHW
EDGE OF PAVEMENT		- - - - -
CONTOUR LINE		- - - - -
SPOT GRADE		X 90.5
WATER MAIN		- - - - -
GAS MAIN		- - - - -
ELECTRIC UNDERGROUND CONDUIT		- - - - -
TELEPHONE UNDERGROUND		- - - - -
UNDERGROUND UTILITIES		- - - - -
ELECTRIC, TELEPHONE, CABLE		- - - - -
GAS, ELECTRIC, TELEPHONE, CABLE		- - - - -
ETC		- - - - -
SIGN WITH ITEM		- - - - -
100 YEAR FLOODPLAIN		- - - - -
PROPOSED CONTOUR LINE		- - - - -
100 FOOT WETLAND BUFFER		- - - - -

**TREE LEGEND**

	SIZE IN INCHES (LARGEST DIA SHOWN IN TWIN/TRIPLE)
	LETTER INDICATES TREE TYPE (SEE BELOW)
	SECOND NUMBER (2), (3) INDICATES TWIN/TRIPLE
A	= ASH
AP	= APPLE
B	= BIRCH
C	= CHERRY
W	= WALNUT
E	= ELM
M	= MAPLE
K	= OAK
L	= LOCUST
S	= SUMAC
PL	= POPLAR
SF	= SASSAPARILLA
SG	= SWEETGUM
T	= TULIP

AMERICAN LEGION JOHN M. PERRY POST #1044  
COMMUTER PARKING LOT  
ROUTE 340, SPARKILL, NY

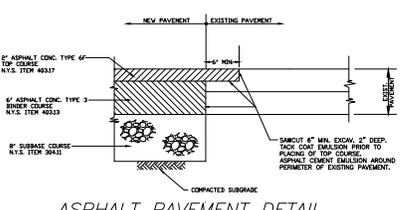


TOWN OF ORANGETOWN  
DEPT. OF ENVIRONMENTAL MANAGEMENT & ENGINEERING  
ROUTE 303 ORANGETOWN, NY 10962

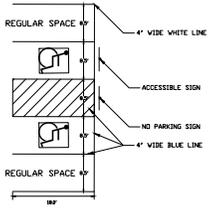
JOSEPH J. MORAN	DATE	REVISIONS

GENERAL PLAN

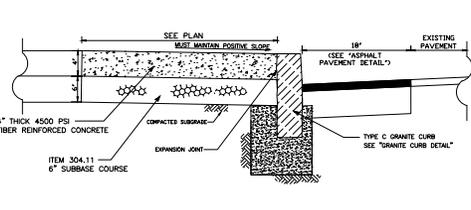
DATE: 02-12-11-11  
FILE: 21551 SURV  
DATE: 4-21-15  
SCALE: 1"=20'  
JOB NO.  
PL-1



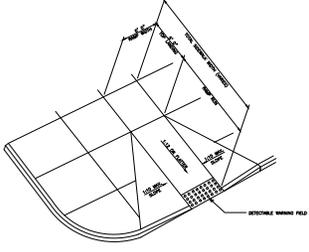
ASPHALT PAVEMENT DETAIL



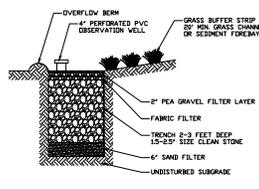
PARKING STALL STRIPING DETAIL



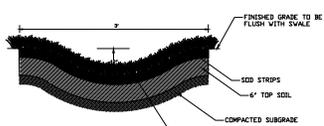
CONCRETE ISLAND DETAIL



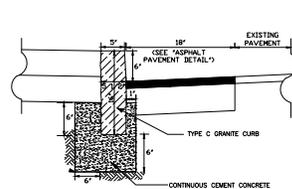
CURB RAMP DETAIL



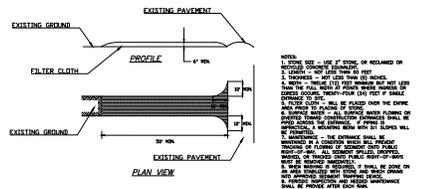
INFILTRATION TRENCH DETAIL



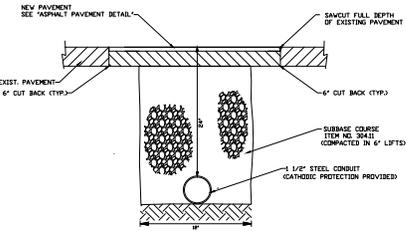
PRETREATMENT GRASS SWALE



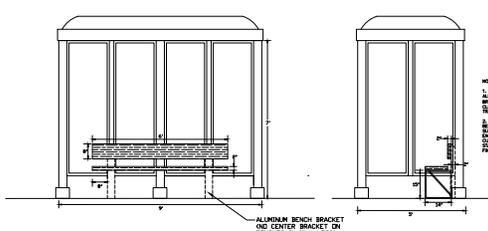
GRANITE CURB DETAIL



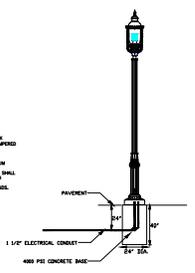
STABILIZED CONSTRUCTION ENTRANCE



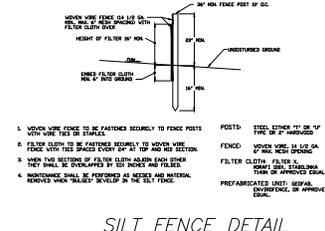
ELECTRICAL CONDUIT DETAIL



BUS SHELTER AND BENCH DETAIL



LIGHT POLE DETAIL



SILT FENCE DETAIL

AMERICAN LEGION JOHN M. PERRY POST #1044  
COMMUTER PARKING LOT  
ROUTE 340, SPARKILL, NY

TOWN OF ORANGETOWN  
DEPT. OF ENVIRONMENTAL MANAGEMENT & ENGINEERING  
ROUTE 303 ORANGETOWN, NY 10962

JOSEPH J. MORAN	DATE	REVISIONS

TAX LOT: 77.12-1-44
FILED: 2/15/11 SURVY
DATE: 4-21-15
SCALE: NTS
JOB NO.
CD-1

CONSTRUCTION DETAILS

## Schedule B

### Construction of Sparkill Commuter P&R Facility 650 Route 340 Sparkill, NY

As the County/State has incurred costs relating to the construction of the 48 commuter spaces at the new Sparkill Park & Ride facility, in the event of any early termination by The Town of Orangetown, the County shall be reimbursed on a prorated share of all costs using a straight-line depreciation. The start date will be determined by the Commissioner of Planning & Public Transportation once construction is completed. Early Termination is defined as termination less than 20 years after the start date.

Straight Line Depreciation Total Cost \$969,000.00/20-year useful life = Annual depreciation amount of \$48,450.00, rate of 5%, is reduced uniformly over each period until it reaches the end of its useful life. Total cost and annual depreciation amounts subject to change based on final construction cost.

Year	Book Value(Beginning of Year)	Depreciation	Book Value(End of Year)
1	\$ 969,000.00	\$ 48,450.00	\$ 920,550.00
2	\$ 920,550.00	\$ 48,450.00	\$ 872,100.00
3	\$ 872,100.00	\$ 48,450.00	\$ 823,650.00
4	\$ 823,650.00	\$ 48,450.00	\$ 775,200.00
5	\$ 775,200.00	\$ 48,450.00	\$ 726,750.00
6	\$ 726,750.00	\$ 48,450.00	\$ 678,300.00
7	\$ 678,300.00	\$ 48,450.00	\$ 629,850.00
8	\$ 629,850.00	\$ 48,450.00	\$ 581,400.00
9	\$ 581,400.00	\$ 48,450.00	\$ 532,950.00
10	\$ 532,950.00	\$ 48,450.00	\$ 484,500.00
11	\$ 484,500.00	\$ 48,450.00	\$ 436,050.00
12	\$ 436,050.00	\$ 48,450.00	\$ 387,600.00
13	\$ 387,600.00	\$ 48,450.00	\$ 339,150.00
14	\$ 339,150.00	\$ 48,450.00	\$ 290,700.00
15	\$ 290,700.00	\$ 48,450.00	\$ 242,250.00
16	\$ 242,250.00	\$ 48,450.00	\$ 193,800.00
17	\$ 193,800.00	\$ 48,450.00	\$ 145,350.00
18	\$ 145,350.00	\$ 48,450.00	\$ 96,900.00
19	\$ 96,900.00	\$ 48,450.00	\$ 48,450.00
20	\$ 48,450.00	\$ 48,450.00	\$ -

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$10,000, 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 is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 (2NYCRR 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 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 section. 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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

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

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## APPENDIX B

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

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # C040122) are provided below.

### STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	16.00%	18.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	19.00%	7.00%	6.00%
CN: Construction	8.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	5.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY21-22 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

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

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

**Pre-Award:** If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

## APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

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

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

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

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

# GOOD FAITH EFFORT DOCUMENTATION GUIDE

To be responsible and/or responsive a Bidder must, make good faith efforts to meet the goal(s). The Bidder can meet this requirement at award/designation in two ways:

1. The Bidder documents commitments to meeting the goal at award/designation.
2. If the Bidder does not document commitments to meeting the goal at award/designation, the Bidder must provide detailed evidence of GFE.

## Pre-Letting Good Faith Efforts by a Contractor

Examples of GFE could include:

1. Analyze each item in the scope of work for a project and determine what items of work will provide subcontracting opportunities;
2. Search the appropriate UCP Directory for DBE or the M/WBE Directory of certified firms to find firms that can perform the work identified. Tailor the search to those firms with business descriptions or NAICS codes that are most appropriate for the work identified.
3. Notify those firms of your intent to bid via email and telephone, requesting written feedback on their interest in possible participation; and
  - Submit this information as supporting documentation during pre-award/designation evaluation if you fail to achieve the goal(s), i.e. a list of all the firms contacted **and** the results of these contacts (no response after XX days, non-working contact information, not interested, etc.).
4. If the contract is awarded to the Bidder based upon GFE made towards reaching the goal, the GFE towards reaching the goal should continue throughout the life of the contract.

## Pre-Award Good Faith Efforts by the Low Bidder:

If the Bidder did not meet the goal(s) at award/designation, the bidder must provide detailed evidence of GFE.

Yes (X)	No (X)	Evidence of GFE
		AAP-10 Solicitation log: This log should list only those firms that were directly solicited. <b>(do not list mass emailing's performed)</b> . Low Bidder outreach should be narrowly focused, targeted and result oriented.
		AAP-19 – Schedule of Utilization: This form must list only certified firms where a commitment was made. Certification status and scope of work must have been verified via appropriate registry.
		AAP-20 – Utilization Worksheet: One form for each firm listed on the AAP-19 with all appropriate signatures and required information completed
		Provide documentation to show sincere efforts were taken; <ol style="list-style-type: none"> <li>a. Copies of emails that show "direct" scope of what you solicited the subcontractor/supplier, fabricator, etc. to do or provide <b>and</b> their responses;</li> <li>b. Date, time and contact person for required follow up telephone contact;</li> <li>c. Copy of faxes if applicable, detailing firm name and specific need from that firm;</li> <li>d. Copies of documentation showing negotiations took place between</li> </ol>

## GOOD FAITH EFFORT DOCUMENTATION GUIDE

		low bidder and prospective subcontractor or other (supplier, manufacturer, fabricator, etc.);
		e. Copies of ads places for solicitation
		f. Evidence that off-site firms and services were entertained (e.g., material suppliers, trucking, fabricator, manufacturer, broker)
		g. Copies of quotes received when a specific scope of work was given to a non-Certified firm versus a certified firm (when certified firm's quote was deemed unreasonable or excessive)
		h. Detailed explanation for any scope deemed "self-performing", without the intent to split the work (when there was DBE or MWBE availability and goal has not been met)

**Examples of insufficient/unacceptable documentation includes:**

- "In-house" generated lists that do not include MWBE or DBE targets.
- "In-house" generated lists that do not identify firms for specific work items or description being solicited.
- Copies of redundant emails to firms containing identical language.
- Unsubstantiated response of non-interest from DBE or MWBE firms.

## COUNTY OF ROCKLAND INTER-MUNICIPAL AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the County of Rockland, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, NY 10956 (“County”), and the Town of Orangetown, a municipal corporation of the State of New York with offices located at 26 Orangeburg Road, Orangeburg, NY 10962 (“Town”).

**WHEREAS**, both the County and the Town are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law (“GML”) of the State of New York;

**WHEREAS**, Section 119-o of Article 5-G of the GML of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement to do so “be approved by each participating municipal corporation” “by a majority vote of the voting strength of its governing body”;

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, the Town Board of the Town, by Resolution No. \_\_\_\_\_ of 2025, approved this Agreement and authorized its execution by its Supervisor; and

**WHEREAS**, the Legislature of Rockland County, by Resolution No. 251 of 2025, approved this Agreement and authorized its execution by the County Executive.

**NOW, THEREFORE**, the parties agree as follows:

1. **SERVICES**: The Town shall render and perform services for and to the County and its Department of Public Transportation, as itemized on the attached Schedule A (“Services”). The Town represents and warrants to the County that it, its employees, agents, and servants possess all the skills, experience, expertise, and independence to render these services to the County.
2. **TERM**: The Town shall perform the Services from March 1, 2025, through February 28, 2030 (“Term”).
3. **PAYMENT**: The County agrees to pay the Town One Hundred Ninety Thousand Five Hundred Seventy-Six Dollars and 00/100 (\$190,576.00). The Town agrees that this compensation shall be solely and exclusively used to reimburse the Town for the use and maintenance of the park and ride lot and bus shelter in the Town.
4. **INDEPENDENT CONTRACTOR**: The Town is an independent contractor and covenants and agrees that it, its agents, servants, and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant, or agent of the County and that it, its agents and employees will not make a claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers’ Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

5. **INSURANCE REQUIREMENTS:** The Town shall, at its own cost and expense, procure and maintain insurance to cover the work relating to the Services, its employees, agents, and servants under the terms of this Agreement, including:

5.1 {X} A checkmark in the boxes below indicates that the type of insurance specified is required.

- A. {X} Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- B. {X} Automobile Liability Insurance, not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- C. {X} Excess Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence over General Liability, Employers' Liability (if not unlimited on the Workers' Compensation policy), Auto Liability and Professional Liability, if required, and a general aggregate not less than \$1,000,000 (One Million)
- D. {X} Workers' Compensation and Employers' Liability Insurance per the statutory requirements of the New York State Workers' Compensation Law
- E. {X} Disability Insurance per the provisions and requirements of the New York State Disability Law
- F. {} Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit
- G. {X} All other insurance as required by law.

5.2 The Town warrants and represents to the County that it has sufficient funds to satisfy the amount of the self-insured retention limit (deductible) required of each liability policy as it applies to this Agreement and that said amount is available to settle, compromise or pay any suit or claim for negligence, gross negligence, medical malpractice or intentional acts or omissions made against it and arising out of or during the Term. At the County's request, the Town shall provide proof or guarantee of financial responsibility as it deems necessary.

5.3 When the Town signs and returns this Agreement, the Town shall provide the County with a policy endorsement showing the above-required insurance. The County of Rockland, including its officials and employees, shall be named as an additional insured on general liability insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to the County. Unless and until the Town obtains such insurance and provides a policy endorsement to the County, this Agreement shall not be effective, and no monies shall be paid or given to the Town.

6. **INJURY, PROPERTY DAMAGE:** The Town shall be responsible for all damages and injury to life and property due to, or resulting from, the negligent acts of the Town, its employees, agents, and employees in connection with this Agreement.

7. **INDEMNIFY AND HOLD HARMLESS:** The Town agrees to defend, indemnify and hold harmless the County and its respective officers, employees, and agents from and against all claims, actions, and suits and shall defend the County and its respective officers, employees, and agents, at its own cost and 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 acts of the Town to the fullest extent permitted by law. 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 expiration or termination of this Agreement, whichever occurs sooner.

8. **RECORD KEEPING AND AUDIT:** The Town 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 per GAAP (Generally Accepted Accounting Practices) and the County record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to the County for inspection or audit upon demand. No compensation or fee for Services shall be due to the Town unless or until any financial statements demanded by the County Department of Finance have been provided, or such other documents or information required to be produced by the County are required to be provided. This Section 8 shall survive the cancellation, termination, or expiration of this Agreement, or the date of the last payment tendered, whichever occurs latest, by six (6) years.

9. **LIABILITY ONLY FOR MONIES BUDGETED:** This Agreement shall be deemed executory to the extent that the monies are appropriated in the current budget of the County for this Agreement, and the County shall incur no liability, 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 Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by the County are appropriated in the County's budget.

10. **NO ASSIGNMENT:** The Town shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County.

11. **LAWS OF THE STATE OF NEW YORK:** This Agreement shall be governed by the Laws of the State of New York.

12. **LABOR LAW AND EXECUTIVE LAW:** The Town 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 applicable to the Services.

13. **LOCAL LAWS AND RESOLUTIONS**: The Town 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.

14. **APPROVAL OF FEDERAL, STATE, AND LOCAL AGENCY**: Notwithstanding any other provisions of this Agreement, the County shall not be liable for any payment or compensation to the Town until the Services rendered by the Town meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the and provides funding in whole or in part for the Services.

15. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990**: The Town agrees to comply with the Americans with Disabilities Act of 1990, as in effect at any given time, prohibiting discrimination based on disability concerning employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

16. **TERMINATION/AMENDMENT**: This Agreement may be terminated or amended on at least thirty (30) days advance written notice by the County. In the event of a termination by the Town before the minimum useful life of twenty (20) years is met, the Town shall pay the County a prorated share of all costs related to construction of the Sparkill Park and Ride Facility, located at 650 NY Route 340, Sparkill, NY 10976, performed under separate agreement between the Town and County, based on the twenty (20) year minimum useful life straight line depreciation schedule attached hereto as Schedule B.

17. **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, and may not be modified except by writing signed by the parties.

18. **CONSENT TO JURISDICTION AND FORUM SELECTION**: The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Supreme Court of the State of New York for the County of Rockland or the United States District Court for the Southern District of New York located in White Plains, County of Westchester, New York. The parties intend this choice of venue to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties concerning or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue concerning any proceeding brought in accordance with this paragraph and stipulates that the State mentioned above, and federal courts shall have in personam jurisdiction and venue over each of them to litigate any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by certified mail, return receipt requested, postage prepaid,

to its address for the giving of notices as detailed in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

19. **STANDARD CLAUSES FOR NEW YORK STATE FUNDED CONTRACTS**: The attached hereto Appendix A and Appendix A-1 are part of this Agreement.

20. **EXECUTION**: This Agreement may be signed in counterparts. Electronic signatures are acceptable.

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

**DEPARTMENT OF  
PUBLIC TRANSPORTATION**

(Approved for the signature of  
the County Executive)

By: \_\_\_\_\_  
DOUGLAS J. SCHUETZ  
Acting Commissioner

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

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

By: \_\_\_\_\_  
JOSHUA A. NATHANSON  
Principal Assistant County Attorney

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

**TOWN OF ORANGETOWN**

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

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

**COUNTY OF ROCKLAND**

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

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

JN:sg  
2025-12289-01

**Schedule A  
Town of Orangetown  
Sparkill, NY  
Park & Ride Lot**

Commuter parking spaces will be available at the new Sparkill Park & Ride Lot on Route 340.

The 48 parking spaces will be available to commuters Monday through Friday between the hours of 5:00 AM and 2:00 AM.

The Town of Orangetown shall be responsible for clearing snow, ice, salting, lighting garbage removal, and bus shelter cleaning. The County will reimburse the Town of Orangetown for commuter spaces and the use of the facility.

Snow and ice must be cleared from the lot no later than 6:00 AM weekdays.

MAINTENANCE & USE FEES

**Town of Orangetown: Maintenance & Use Payment Plan for 5 years**

Year	Maintenance Per Space	Total
1	\$1.25	\$14,400.00
2	\$1.35	\$15,552.00
3	\$1.45	\$16,704.00
4	\$1.55	\$17,856.00
5	\$1.65	\$19,008.00
<b>Total</b>		\$83,520.00

Year	Use Per Space	Total
1	\$1.750	\$20,160.00
2	\$1.803	\$20,771.00
3	\$1.857	\$21,393.00
4	\$1.913	\$22,038.00
5	\$1.970	\$22,694.00
<b>Total</b>		\$107,056.00

Year	Total Amount Due
1	\$34,560.00
2	\$36,323.00
3	\$38,097.00
4	\$39,894.00
5	\$41,702.00
<b>Total</b>	\$190,576.00

## Schedule B

### Construction of Sparkill Commuter P&R Facility 650 Route 340 Sparkill, NY

This Intermunicipal Agreement between Town and County will allow Rockland County to use NYS Public Transportation Modernization and Enhancement Program (MEP) funding for construction of Commuter Parking Facility in the Town of Orangetown. This agreement will be for 20 years, the useful life of a new commuter parking facility.

The .63-acre facility shall be used for only the purpose of Commuter Parking and no other purpose. The property owned by The American Legion, John M. Perry Post No. 1044 will be leased by Town of Orangetown.

As the County/State has incurred costs relating to the construction of the 48 commuter spaces at the new Sparkill Park & Ride facility, in the event of any early termination by The Town of Orangetown, the County shall be reimbursed on a prorated share of all costs using a straight-line depreciation. The start date will be determined by the Commissioner of Planning & Public Transportation once construction is completed. Early Termination is defined as termination less than 20 years after the start date.

Straight Line Depreciation Total Cost \$969,000.00/20-year useful life = Annual depreciation amount of \$48,450.00, rate of 5%, is reduced uniformly over each period until it reaches the end of its useful life. Total cost and annual depreciation amounts subject to change based on final construction cost.

Year	Book Value(Beginning of Year)	Depreciation	Book Value(End of Year)
1	\$ 969,000.00	\$ 48,450.00	\$ 920,550.00
2	\$ 920,550.00	\$ 48,450.00	\$ 872,100.00
3	\$ 872,100.00	\$ 48,450.00	\$ 823,650.00
4	\$ 823,650.00	\$ 48,450.00	\$ 775,200.00
5	\$ 775,200.00	\$ 48,450.00	\$ 726,750.00
6	\$ 726,750.00	\$ 48,450.00	\$ 678,300.00
7	\$ 678,300.00	\$ 48,450.00	\$ 629,850.00
8	\$ 629,850.00	\$ 48,450.00	\$ 581,400.00
9	\$ 581,400.00	\$ 48,450.00	\$ 532,950.00
10	\$ 532,950.00	\$ 48,450.00	\$ 484,500.00
11	\$ 484,500.00	\$ 48,450.00	\$ 436,050.00
12	\$ 436,050.00	\$ 48,450.00	\$ 387,600.00
13	\$ 387,600.00	\$ 48,450.00	\$ 339,150.00
14	\$ 339,150.00	\$ 48,450.00	\$ 290,700.00
15	\$ 290,700.00	\$ 48,450.00	\$ 242,250.00
16	\$ 242,250.00	\$ 48,450.00	\$ 193,800.00
17	\$ 193,800.00	\$ 48,450.00	\$ 145,350.00
18	\$ 145,350.00	\$ 48,450.00	\$ 96,900.00
19	\$ 96,900.00	\$ 48,450.00	\$ 48,450.00
20	\$ 48,450.00	\$ 48,450.00	\$ -

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** 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: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(To be included in all contracts)

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

**WARRANT**

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Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	102925	\$ 205,872.34	Utilities & Rockland Paramedics
	110525	\$ 264,331.77	Utilities & Golf Mgmt Fees
	111825	\$ 1,903,095.49	Expenses
		\$ 2,373,299.60	

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:** 11/13/25  
**CC:** DEPARTMENT HEADS



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The audit for the Town Board Meeting of 11/18/2025 consists of 3 warrants for a total of \$2,373,299.60.

The first warrant had 16 vouchers for \$205,872 and was for utilities and Rockland Paramedics.

The second warrant had 12 vouchers for \$264,331 and was for utilities and the golf course maintenance contracts.

The third warrant had 239 vouchers for \$1,903,095 and had the following items of interest.

1. Capasso & Sons - \$11,197 for recycling.
2. Corsi Tire - \$5,624 for Highway tires.
3. Cotter, Michael - \$9,350 for title searches.
4. Eagle Point Gun - \$29,244 for Police ammunition.
5. Edmunds - \$8,265 for software services.
6. Fat & Sassy Goats - \$17,250 for irrigation drainage maintenance.
7. Federal Eastern International - \$5,973 for Police lights.
8. FleetPride - \$6,731 for Highway equipment.
9. Goosetown Enterprises - \$14,681 for Police equipment leases.
10. NYPA - \$21,237 for streetlights.
11. NYS Employees Health Insurance - \$1,067,086 for healthcare benefits.
12. Pat Corsetti, Inc. - \$34,725 for Franklin Park upgrades (bonded).
13. PCB Piezotronics - \$10,845 for Police equipment.

14. Sentry Equipment Corp. - \$32,574 for rebuilding sewer clarifier.
15. Slack Chemical Co. - \$15,788 for sewer chemicals.
16. Sport-Tech Construction - \$57,000 for retainage payable.
17. Springbrook Holding Co. - \$21,451 for Finance software.
18. State Comptroller - \$57,998 for Justice fines.
19. Verde Electric - \$8,650 for traffic loops installation.
20. Weston & Sampson PE - \$5,613 for drainage review escrows.

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

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