

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

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

Section 1. Recitals and Legislative Intent

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

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

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

Chapter 16. Food Trucks.

§16-1. Purpose.

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

§16-2. Definitions and Meanings.

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

ANNUAL FLOATING FOOD TRUCK PERMIT

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

ANNUAL LOCATION FOOD TRUCK PERMIT

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

COUNTY PERMIT

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

FOOD TRUCK

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

FOOD TRUCK OPERATOR

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

ICE CREAM TRUCK

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

PRIVATE EVENT PERMIT

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

SPECIAL EVENT PERMIT

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

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

§16-3. Permit required.

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

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

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

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

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

§16-4. Siting and regulations.

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

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

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

§16-5. Operations.

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

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

Sunday through Thursday:

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

Friday and Saturday and the day before a Federal Holiday:

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

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

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

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

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

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

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

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

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

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

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

§16-7. Enforcement and administration.

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

§16-8. Penalties for offenses.

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

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

Section 3. Authority

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

Section 4. Severability

If any section, subdivision, paragraph, clause or phrase of this Local Law shall be adjudged invalid, or held to be unconstitutional, by any court of competent jurisdiction, any judgment or order made thereby

shall not affect the validity of this Local Law as a whole, or any part thereof, other than the part or provision so adjudged to be invalid or unconstitutional.

Section 5. Effective Date

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

GREENPLAN

December 10, 2025

Hon. Teresa M. Kenny, Town Supervisor
Town Board of the Town of Orangetown
26 Orangeburg Road, Orangetown Town Hall
Orangeburg, NY 10962
Sent Electronically to:
akardon@orangetown.com

GREENPLAN INC.
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*Re.: Community Preservation Plan
Town of Orangetown
Planning Services Proposal*

Dear Supervisor Kenny and Board Members:

Thank you for inviting me to present a proposal for assisting with the preparation of a community preservation plan, in anticipation of establishing a community preservation fund and program for the Town of Orangetown. This letter-proposal will provide a description of GREENPLAN's qualifications to undertake the work, previous similar experience, proposed work tasks, and a proposed fee structure for assisting with the project. This proposal includes the additional work of creating a geographic information systems (GIS) database and mapping by a separate GIS specialist. Rick Lederer-Barnes of Upstate GIS, who has successfully worked with GREENPLAN on several other community preservation projects, is proposed as a subcontractor to GREENPLAN Inc. to assist the Town of Orangetown on this effort.

1. STATEMENT OF UNDERSTANDING

The Town of Orangetown's adopted 2023 Comprehensive Plan clearly establishes the basis for creating a community preservation plan and program. From my reading of the Plan, Orangetown has an official Town policy to: *"Maintain the Town's community and neighborhood character while balancing the need for growth and development.."* Orangetown also seeks in its policies to: *"Work with the New York State legislature to establish a preservation fund that can be used to acquire property for open space, recreation, or historic reservation"* and to: *"Establish a long-term open space preservation plan to guide the implementation of the Town's open space fund."* Investigating the feasibility of creating a community preservation program through preparation of a community preservation plan (CPP), in which the Town itself raises money through a tax on real estate property transfers on a willing-seller-willing-buyer basis, provides a basis for implementing the above Comprehensive Plan recommendations.

These are the Town's officially adopted policies that are needed to move forward with preparation of a CPP in anticipation of a public referendum required for creation of a community preservation fund (CPF). The community preservation program is a type of Purchase of Development Rights

(PDR) program but is broader because it also permits direct acquisitions of land to preserve community character, along with stewardship of such lands, among a number of other advantages.

It is significant to note that in the 2021 Community Survey conducted for the Comprehensive Plan, the number one priority for respondents as to why they live or own a business in Orangetown was the Town's "community character." Protecting community character is the number one purpose of a CPP and CPF if approved in a voter referendum. This bodes well for the success of the CPP program in the Town.

Orangetown's Zoning Law and rules make reference to: "*Protect and conserve the value of land and the value of buildings appropriate to the various districts established by this code.*" and the Zoning Law is filled with other references aimed at protecting community character. Enactment of five Critical Environmental Areas in Orangetown under the State Environmental Quality Review Act (SEQR) further reinforces the Town's aim towards protecting its community character. While land use controls like Zoning can be an effective means to protect important natural and cultural resources, rules and regulations alone cannot preserve the most valuable resources in the town but can only guide new development to avoid negative impacts as much as possible. A CPP, on the other hand, is designed to provide a guide for identifying conservation priorities in Orangetown and as a means for funding the permanent preservation of such priority lands and resources, thereby fulfilling the Town's 2023 Plan policies.

State law requires that community preservation plans must meet specific requirements for establishing priorities, and preparing a community preservation plan with priorities identified is the first step. Implementing a new long term funding program for protecting Orangetown's open space and natural areas will allow for the Town's long-term goals to be realized. Enactment of Senate Bill 6338 and Assembly Bill 6097 and the Governor's signature on November 21, 2025 established the basis for the Town of Orangetown to consider offering its landowners an opportunity to participate in the voluntary CPP/CPF program.

2. QUALIFICATIONS

GREENPLAN was founded in 1991 to provide this type of specialized planning service to municipalities. The firm serves cities, towns and villages by helping each achieve their own unique vision for the future. Our goal is to help residents create vibrant and sustainable "places" for people to live, work and prosper.

My career has focused on the practice of environmental planning, working in the public, private and non-profit sectors. In addition to providing planning services to 64 municipalities throughout New York State over the past 45 years, I have also assisted Dutchess County, Tompkins County and the State of New York on various planning projects since 1991. In 2014, I joined the faculty of Marist University's School of Science, teaching three courses in the Environmental Science and Policy Department. Before that, I taught Land Use Planning at Bard College's Graduate School of Environmental Studies. I continue to assist numerous municipalities throughout the Hudson Valley on various planning projects. I am also called upon frequently as an expert witness in court cases.

I am well versed in the preparation of a community preservation plan. I prepared the Town of Warwick's 2006 Community Preservation Plan, which was the first such plan to be prepared in the Hudson Valley. Warwick has since prepared three amendments to their Community Preservation Plan. I was responsible for assisting the Town of Red Hook with preparation of its Community Preservation Plan in 2011. Red Hook was the second Hudson Valley community to do so and it has updated its Community Preservation Plan in 2016, and amended it in 2019 and 2025. In each case, I was responsible for preparing the initial plan and its amendments. Then in 2020, I assisted the Town and Village of New Paltz with preparation of a Community Preservation Plan to update its Open Space Plan and to create a Community Preservation Fund. The New Paltz Community Preservation Plan was adopted and a Community Preservation Fund was created following a successful voter referendum in November of 2020. In 2022, I prepared the Town of Gardiner and Town of Marbletown's community preservation plans in Ulster County and both referendums were successful with about three-quarters of the electorate choosing to create the programs. In the same year, I also prepared a Community Preservation Plan for the Town of Philipstown, which has adopted the Plan and expects to create a community preservation program in the near future. The same is true for the Town of Bedford where I prepared their Community Preservation Plan in 2023 and they also expect to create a community preservation program in the near future. In the Town of Rochester I prepared their Community Preservation Plan in 2024 and it was approved by voters in 2025.

GREENPLAN's work has resulted in awards and other recognition. As Town Planner for the Town of Warwick for 31 years, in addition to their CPP, planning and zoning documents that I wrote resulted in two smart growth awards, are used as models by several State agencies, the Pace University Land Use Law Center, and were cited by the Harvard Environmental Law Review as an example of an "innovative land use law...[and a] successful approach...to emulate and encourage..."

Planning and zoning documents prepared for the Town of Red Hook over the past 25 years resulted in Pace University Land Use Law Center's "Groundbreakers Award" in 2009 and in 2011 the New York Planning Federation's Pomeroy Award for Zoning Achievement. The Northern Dutchess Alliance awarded the Town of Red Hook their "Charting Our Course" Award in 2012 for the Town's planning and zoning work. In addition, I worked with the Hudson River Estuary Program, Cornell University and AKRF, Inc. in developing a pilot project in the Town of Red Hook to create a conservation framework entitled Planning for Resilient, Connected Natural Areas and Habitats, which included the villages of Red Hook and Tivoli. I've also assisted the Estuary Program and Cornell with preparation of Creating a Natural Resources Inventory: A Guide for Communities in the Hudson River Estuary Watershed that includes authoring a model local law. Another Estuary Program publication, Creating Conservation Overlay Zoning: A Guide for Communities in the Hudson River Estuary was co-authored by Emily Svenson, Esq. and myself.

In addition to GREENPLAN's proposed services listed below in the Scope of Work, GIS consulting services are required. As discussed above, Upstate GIS will assist in this effort as discussed further below. The Town's legal counsel should be engaged to ensure the three local laws that must be adopted in order to move forward with a mandatory referendum, are in place and meet the statutory requirements to permit a referendum on the transfer tax in November 2026. This proposal assumes that the Town of Orangetown will provide legal services at an appropriate time in

the community preservation plan process through its attorney. I will work closely on the development of mapping and database products included in the CPP with the GIS consultant and with the attorney assigned to the project.

3. SCOPE OF WORK

Seven primary work tasks are identified in this proposal. GREENPLAN Inc. proposes to work closely with a Community Preservation group appointed by the Town Board and with the Town Board to carry out the tasks needed to prepare and design a CPP, thereby meeting the State's statutory requirements. This work will include the following tasks and work products:

- a. An analysis of the Town's planning and conservation documents to help identify priorities in the community. This will include the Comprehensive Plans both current and prior, and others as appropriate.
- b. It is assumed that the Community Preservation group will hold regularly scheduled meetings to guide the preparation of the community preservation plan. This proposal assumes that the community preservation group will review tasks to be accomplished and the work output, after it has been prepared. I can assist in organizing meetings on an as needed basis and will participate in discussing the goals and tasks needed to be accomplished for each meeting. It is assumed that there will be up to eight Community Preservation group meetings. It is also assumed that there will be public presentations of the community preservation plan and program to inform and educate town residents and officials.
- c. Community input is helpful in the development of a community preservation plan. If an updated survey of residents is desired by the Town Board, I will be available to assist in the preparation of a community survey on the priorities most important for preservation. This may include, in accordance with the State enabling act, identification of one or more of the following resource categories: (1) parks, nature preserves, or recreation areas; (2) open space; (3) lands of exceptional scenic value; (4) marshes or other wetlands; (5) aquifer recharge areas; (6) undeveloped beachlands or shorelines (not applicable in Orangetown); (7) wildlife refuges and habitats for rare, threatened or endangered species; (8) unique or threatened ecological areas; (9) rivers and river areas in a natural, free-flowing condition; (10) forested lands; (11) public access to waterways; (12) historic places; (13) greenbelts; and (14) agricultural lands. Once priorities that "fit" within the above are identified, then parcels can be grouped according to the priorities.
- d. GIS mapping is needed for the CPP to move forward. The State Legislation specifies that: *"Such plan shall list every project which the town plans to undertake pursuant to the community preservation fund. Such plan shall provide for a detailed evaluation of all available land use alternatives to protect community character, including but not limited to: (a) fee simple acquisition, (b) zoning regulations, including density reductions, cluster development, and site plan and design requirements, (c) transfer of development rights, (d)*

the purchase of development rights, and (e) scenic and conservation easements. Said evaluation shall be as specific as practicable as to each parcel selected for inclusion in such plan. Such plan shall establish the priorities for preservation, and shall include the preservation of farmland as its highest priority.” The GIS specialist will use existing geospatial data to catalogue parcels identified as meeting the priorities identified in Task “c” above, and these will be included in the community preservation plan in spreadsheet format supplemented with a summary of each priority. Digital mapping is produced electronically but paper mapping may be supplied if needed. The GIS specialist will perform all necessary GIS work to generate a conservation priority index for town parcels included in the prioritization process. This consists of compiling existing maps and data layers to quantify the priority characteristics chosen by the Town.

Raw data is then compiled according to the chosen priorities, each variable is indexed and a composite “conservation value” is generated for every parcel in the town. Individual priority scores and final scores for each parcel is provided by the GIS specialist as a large spreadsheet with statistics for the parcels and/or as a GIS map layer in ESRI shapefile format. The GIS specialist summarizes their findings, makes recommendations regarding future data needs, and creates final maps of the Town showing each priority and the final composite scores. All information collected as part of the GIS work will become a part of the community preservation plan. Typically this means the GIS data and mapping will be summarized for the plan in an 8 ½” x 11” PDF and print document with the entire spreadsheet database and mapping appended to the document.

- e. As quoted from the State Law above, a required component of the community preservation plan is a detailed evaluation of all available land use alternatives to protect community character, including but not limited to: (1) Fee simple acquisition; (2) Zoning and other land use control regulations; (3) Transfer or Purchase of Development Rights on land; (4) Private conservation; and (5) Other land use alternatives available to implement the community preservation plan. Each of these will be described and assessed for their effectiveness in the community preservation plan. In this case, the Town will be demonstrating that it has alternatives available if insufficient revenues are available in the fund to preserve a specific priority parcel or parcels.
- f. The final task is to prepare a CPP document that fully addresses the above tasks and integrates them in a form needed to accomplish the next steps in the development of a Community Preservation Fund. The task will be to present the work in a clearly written, visually rich product. The community preservation plan will meet the statutory requirements of the Law. This proposal assumes that there will be at least two iterations of the draft community preservation plan document, based upon Community Preservation group input, and that the changes requested by the Community Preservation group will be addressed by subsequent drafts. I will work with the attorney chosen by the Town to accomplish the final product. The CPP and spreadsheets (appendices to the CPP) will be provided in PDF format and will be transmitted electronically unless other arrangement are requested.

- g. Adoption of the community preservation plan by the Town Board is a Type I Action subject to the State Environmental Quality Review Act (SEQR). This task includes my preparation of all documentation required for the Town Board to comply with SEQR. For purposes of this proposal, this will include preparation of a Full Environmental Assessment Form (FEAF) and a Draft Negative Declaration following the Town Board's review of the SEQR Criteria for Determining Significance [6 NYCRR 617.7(c)]. I will assist the Town Board with preparation of all SEQR draft documents (including resolutions if needed) so they may be officially adopted prior to adoption of the required three local laws.

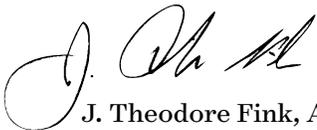
The timeframe for conducting the above identified tasks is January through July 2026. If the Town Board does not adopt all three local laws needed for the November 2026 referendum by the end of July, then additional services may be required to make this a reality in later years. Contract extensions will likely be necessary as a result.

4. BUDGET

The estimated budget to prepare the community preservation plan and conduct each of the seven tasks described herein is \$25,000. My hourly rate is \$150 per hour. GREENPLAN's estimated budget is \$15,000. Rick Lederer-Barnes hourly rate is \$110 per hour. Upstate GIS's estimated budget is \$10,000, which will be billed by GREENPLAN at cost. GREENPLAN Inc. and Upstate GIS will bill time spent on the work tasks on a monthly basis. Invoices for the work performed will be sent beginning on or about February 15, 2025. Total project costs will not exceed the total estimated budget unless additional work tasks, beyond those identified herein, are identified and authorized by the Orangetown Town Board. No indirect costs are included but if paper maps and bound and printed community preservation plan documents are requested, they can be provided at cost plus 5%. All indirect costs will be approved by the Town prior to any expenditures.

If any additional options are requested, then please let me know what those options would involve and I will be happy to provide estimates for them as well. I look forward to the potential for serving the Orangetown Community Preservation group, the Orangetown Town Board and to the successful preparation and implementation of a Community Preservation Plan.

Very truly yours,



J. Theodore Fink, AICP
President

Attachment: Proposed Terms and Conditions of Agreement

Attachment
GREENPLAN
Terms and Conditions of Agreement

AGREEMENT MADE, this _____ day of December, 2025 by and between GREENPLAN INC., a corporation duly organized and existing under the laws of the State of New York, with its principal place of business at 302 Pells Road, Rhinebeck, New York 12572 (hereinafter referred to as "GREENPLAN") and the Town Board of the Town of Orangetown (hereinafter referred to as "Client").

1. **PURPOSE:** Client hereby retains GREENPLAN to perform services which may, from time to time, be required or requested by Client in conjunction with planning and/or zoning studies. The scope of services to be provided by GREENPLAN to Client are more fully identified in the Planning Services Proposal (hereafter referred to as the Proposal), a copy of which is attached to and hereby made a part of this Agreement. The scope of services may from time to time be amended by mutual agreement of Client and GREENPLAN. Amendments must be documented in writing via email.
2. **COMPENSATION:** Compensation shall be in accordance with the Proposal. GREENPLAN shall submit invoices for the work tasks identified in the Proposal on the schedule identified in the Proposal. Terms of such invoices shall be net thirty (30) days from the date of the invoice. GREENPLAN may, after written notice to Client, suspend services under this Agreement until GREENPLAN has been paid in full all delinquent amounts due for services and expenses. All amounts owed to GREENPLAN for services rendered under this Agreement shall be paid in full at the completion of all contracted services. GREENPLAN may, in its sole discretion, decline to release reports or studies prepared for Client until all obligations are paid in full.
3. **BUDGET:** The estimated budget has been established for the project and detailed in the Proposal. GREENPLAN agrees that the budget will not be exceeded without express authorization from Client.
4. **COOPERATION:** At all times throughout this Agreement, Client agrees to cooperate with GREENPLAN and keep GREENPLAN informed of the project progress, amendments, changes, concerns and developments. Client shall give prompt written notice via email to GREENPLAN whenever Client observes or otherwise becomes aware of any problem, default, or violation of this Agreement concerning GREENPLAN's performance, obligations, or responsibilities, and give GREENPLAN a reasonable period of time to cure the same.
5. **INDEMNITY:** GREENPLAN shall not be responsible for the acts or omissions of any contractor, subcontractor or any of the contractors or subcontractors, agents or employees or any other persons (except its own employees and agents) performing any of the work of the project. Client shall, by themselves and/or through their other contractors or subcontractors, indemnify and hold GREENPLAN, its officers, agents and employees harmless from and against all loss, liability and expense, including attorney's fees, for claims for bodily injury, death, or property damage, or for any alleged violation of rights of others, or for any alleged violation of any law, rule, regulation or decree, arising from the acts, use, omissions, maintenance, operation, installation, malfunction or interruption of service, of or by Client, any contractor(s) or subcontractor(s) or any other person performing any of the work of the project.

6. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Irrespective of which party shall effect termination or the cause therefor, Client shall within 30 days of termination remit moneys due GREENPLAN in accordance with the prevailing GREENPLAN fee schedule and/or the invoices, rendered by GREENPLAN. In the event of any termination, GREENPLAN shall be reimbursed for all services and expenses in the amount(s) as set forth in the final invoice. GREENPLAN reserves the right, in its sole judgment and discretion, to terminate this Agreement when it believes actions, inactions or requests may result in or continue a condition which may be injurious to the public health and safety. GREENPLAN assumes no duty to report conditions which it may discover and shall rely exclusively upon Client to report any conditions, identified by GREENPLAN and communicated to Client, to the appropriate governmental authorities.
7. **PROJECT DELAYS:** If GREENPLAN's performance under this Agreement is delayed or extended and such delay or suspension extends for more than six months for reasons beyond GREENPLAN's control, or if GREENPLAN for any reason is required to render services more than six months after substantial completion, the various rates of compensation provided for elsewhere in this Agreement shall be adjusted to correlate to the rates in the then prevailing GREENPLAN fee schedule.
8. **SEVERABILITY:** Client and GREENPLAN have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. In the event any provision of this Agreement is held by a court to be in conflict with or violate a law or regulation of the jurisdiction under which this Agreement is to be construed, such provision shall have no effect and shall be deleted from this Agreement, with all remaining provisions continuing in full force and effect. However, Client and GREENPLAN will attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to achieving the intent of the original provision. If there are more than one means to interpret a provision, with one interpretation being valid and the other invalid, the provision shall have the meaning which renders it valid.
9. **NOTICES:** All notices and other communications arising out of or related to this Agreement shall be in writing and shall be sufficient if sent by first class mail, overnight mail, registered or certified mail, return receipt requested, to the addresses of the respective parties to this Agreement as set forth above, or to their last known address. Notices shall be deemed as given three business days after being mailed or delivered to the address of the recipient. Each party hereby agrees to accept all such notices, consents and communications as may from time to time be mailed, emailed, or delivered.
10. **ENTIRE AGREEMENT:** The Proposal for Professional Services, and any Schedules, Exhibits and Attachments identified therein, are each incorporated into this Agreement, and represent all of the promises, covenants, agreements, conditions, understandings, and undertakings between the parties to this Agreement.
11. **AMENDMENTS:** This Agreement is binding upon the parties hereto and their successors, heirs, assigns, agents and legal representatives. The parties may, by written agreement(s) via email, modify, amend, or extend this Agreement. The parties may by mutual consent: i) extend the time for the performance of any of the obligations of any other party; ii) waive any inaccuracies in the representations by any other party; or, iii) waive compliance by any party to perform any of the obligations under this Agreement. To be effective, any such amendment or waiver must be in writing

and be signed by the party against whom enforcement of the amendment or waiver is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing in advance by the party who might assert such a breach, and the failure of any party to insist in any one or more instances upon the strict performance of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with the provisions of this Agreement.

- 12. GOVERNING LAW: This Agreement shall be governed and construed in all respects by the law applicable to contracts made and to be performed in the State of New York. For purposes of commencing or continuing legal action to enforce obligations or rights of the parties under or arising out of this Agreement venue shall be Dutchess County, New York.
- 13. COUNTERPARTS: This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
- 14. REPRESENTATIONS: Client and GREENPLAN state that each has full legal right, power and authority to make, execute, deliver and perform this Agreement. The signatory for Client below states that he or she has, or has been granted, the authority to enter into this Agreement for Client as owner, partner, lessee, agent, attorney, or legal representative of Client. Neither Client nor GREENPLAN is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.



_____, President
GREENPLAN INC. Corporate Officer

December 10, 2025
Date

Teresa Kenny, Town of Orangetown Supervisor

Date

This ParkMobile Service Agreement (“Agreement”) is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1075 Peachtree St. NE, Ste 3100, Atlanta, GA 30309 (“ParkMobile”) and Town of Orangetown, a New York Municipality, with offices at 26 West Orangeburg Road, Orangeburg, New York 10962, United States (“Client”). This Agreement will become effective as of the last signature date below (the “Effective Date”). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
Legal Name:	Town of Orangetown	Legal Name:	ParkMobile, LLC
Contact:	Brian Connolly	Sales Rep:	
Email:	bconnolly@orangetown.com	Email:	ana.chrysanthopoulos@arrive.com
Phone:	1-845-359-5100	Phone:	(877) 727-5457
Address:	26 West Orangeburg Road, Orangeburg, New York 10962, United States	Address:	ParkMobile, LLC 1075 Peachtree St. NE Ste 3100 Atlanta, GA 30309
		For legal notices:	
		with a copy to ParkMobile’s Legal Department at the above address and to legal@parkmobile.io .	

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive 1 year terms unless earlier terminated pursuant to this Agreement’s express provisions or either party provides written notice of non-renewal at least before the end of the then-current term (each a “ <u>Renewal Term</u> ” and, collectively, together with the Initial Term, the “ <u>Term</u> ”).
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. ParkMobile will remit any amounts due Client in arrears to Client by the 15th of the following month.
Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Parking Locations

Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Georgia
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$0.00	\$0.00
Custom Development	0	\$0.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	

USER FEES		
On Demand User Fee	\$0.55	per transaction

The parties have executed this Agreement as of the Effective Date.

TOWN OF ORANGETOWN

PARKMOBILE, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

**SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS****1. SERVICES**

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for

Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise cancel Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv)

Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2. Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3. Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1. Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5. ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties

acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse ParkMobile for all costs incurred by ParkMobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, ParkMobile may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. Beginning on the first anniversary of the Effective Date and continuing annually thereafter on a compounding basis, fees shall increase by ten percent (10%) or the percentage equal to the average increase in all items under the Consumer Price Index over the prior 12-

month period, whichever is greater. Based on this criteria, fees shall then round up to the nearest two (2) decimal places. This change will take effect without prior notice to Client.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

9.3 Client. Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

9.4 Mitigation. If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. ADDITIONAL TERMS

11.1 Reserved

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted

or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

- 12.5 Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, United States of America (including its statutes of limitations).
- 12.6 Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.
- 12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application (“On-Demand Parking”).

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile’s IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client’s use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User’s payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

**SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes ParkMobile, LLC to make payment to a business electronically. **All payments will be paid in the account designated by the voided check or bank letter attached to this form once it has been verified by ParkMobile, LLC via telephone call, otherwise a check will be issued to the address on file.** It is the responsibility of the client to notify ParkMobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
VERIFICATION CALL BACK CONTACT PERSON:
VERIFICATION TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This authorizes ParkMobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to the account indicated above and to other accounts specified by Client in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

**TOWN OF ORANGETOWN
ROCKLAND COUNTY NEW YORK**

REQUEST FOR PROPOSAL

SIDEWALK SAWCUTTING

December 2025

**Orangetown Highway Department
James J. Dean, Superintendent of Highways**

Request for Proposal

The Town of Orangetown Highway Department is requesting proposals for Sidewalk Sawcutting in various locations within the Town of Orangetown, New York.

Submission Details

A completed proposal shall be addressed to the Orangetown Highway Department Administrative Office, 119 Route 303, Orangeburg, NY 10962. All submissions shall be received **until 10:30 am, Friday, December 12, 2025**. Submissions received after this time will be returned to the sender.

The Town reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the administrative office of Orangetown Highway Department prior to the date/time set as the closing time for receiving proposals.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a bond with sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents. Proposals shall be open for acceptance for 90 days following the submission closing date.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the Town of Orangetown.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

Inquiries

Clarification of terms and conditions of the proposal shall be directed to:

Michael Donahue

Telephone: 845-359-6500

Asst. General Foreman

E-mail: highwaydept@orangetown.com

Town of Orangetown

Project Schedule

A commencement and completion date shall be submitted with the proposal.

Working Agreement

The successful proponent will enter into a contract for services with the Town based upon the information contained in this request for proposal and the successful proponent's submission and any modifications thereto.

Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the Town against conformance to the following criteria: (not listed in priority.)

- Understanding of project objectives/outcomes and vision
- Project Methodology
- Team Composition – Experience and Qualifications of the company/staff to be assigned to the project.
- Warranty
- Installation methodology
- Quality of product
- References

Prevailing Wage

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

Certified payroll must be submitted with each invoice. Payment will not be made until required information has been submitted.

Worker's Compensation Insurance

Contractor is required and must provide proof of Workers Compensation Insurance in accordance with the provisions of the NYS Workmen's Compensation Law. Employer liability limits of a \$1,000,000.

General Liability (including operations, products, and completed operations)

\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Specifications for Sidewalk Sawcutting

The specification herein states the minimum requirements of the Town. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Town of Orangetown will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Town to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal shall be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

- | | COMPLY |
|--|---------------|
| 1. Contractor must reduce all raised sidewalks from 1/4" and up to 2" in designated work areas. | YES/NO |
| 2. Contractor must guarantee specified repair slope (1:8 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery. | YES/NO |
| 3. Contractor must guarantee that sidewalk sawcutting will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6. | YES/NO |
| 4. Method of sidewalk sawcutting shall entail precise saw cutting performed with hand-held electric powered equipment, using flush mounted diamond tipped blades, capable of cutting at any angle. Grinding or pulverization of the concrete is NOT acceptable or allowed. Water-cooling is NOT allowed, slurry created contaminates storm drains. Contractor's sidewalk saw cutting may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation. | YES/NO |
| 5. Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs. | YES/NO |
| 6. Contractor may not use any type of "fill" material that deteriorates or breaks apart over time. | YES/NO |

COMPLY

7. Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the Town must be notified immediately and damages must be repaired at the contractor's expense within 24 hours of the time the damage occurred. YES/NO
8. The contractor shall take precautions during saw cutting operations not to disfigure, scar, or impair the health of any tree on public or private property. YES/NO
9. Contractor must completely and immediately clean up all debris after each sidewalk is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately. YES/NO
10. Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner. YES/NO
11. Contractor must sawcut all sidewalks without damage or visible markings to adjacent slab(s) or curb(s). YES/NO
12. Contractor must submit an itemized summary of all raised sidewalk Reductions which includes:
- The specific height – both high side and low side measurement – in 8ths of an inch
 - The calculated unit for measurement shall be the average depth of the affected sidewalk multiplied by the width resulting in an "inch-foot" total
 - The total width of actual repair to the nearest 1/2 foot
 - The physical location (address) of each repair
 - Itemized cost for each saw cut sidewalk
13. Contractor shall submit monthly a detailed invoice setting forth the Services performed in accordance with the formula for saw cutting calculations. YES/NO
14. Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut. YES/NO
- Example: If a raised sidewalk is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows: YES/NO

COMPLY

$$(1'' + 0'') / 2 \times 4' = 2 \text{ inch-feet}$$
$$2 \times \underline{\text{Price per Inch Foot}} = \$ \underline{143.48}$$

YES/NO

15. All invoices must show the cut depth, size, length, width, address location and inch-foot calculations.

YES/NO

16. Contractor must be able to initiate work within 10 days of contract award from Town, and must provide data from current and previous projects (as well as customer contact information for those projects) to demonstrate contractor's ability to complete projects within the timeline required by the Town.

YES/NO

17. The contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.

YES/NO

18. Sidewalk sawcut equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

YES/NO

19. If contractor is approached by the public with questions, the contractor shall address their concerns in a professional and polite manner.

YES/NO

20. Contractor must provide a Safety Plan as laid out in the Manual of Standard Specifications. Contractor must provide a safe work zone while performing work on sidewalks (cones, signs, etc.)

YES/NO

21. Contractor must provide proof of an "Employee Manual" explaining instruction and giving direction on how saw cutting work is to be performed.

YES/NO

22. Contractor must provide proof that they are not infringing on any existing U.S. Patents and show patent numbers for equipment specifically used and designed for sawcutting on sidewalks.

YES/NO

Please complete this proposal and submit your proposal to the Orangetown Highway Department by December 12, 2025. Include all eight (8) pages with your submittal and FAX to (845) 359-6062 or email highwaydept@orangetown.com. If you have any questions or need further information, please call Michael Donahue one at (845) 359-6500.

ITEM

PRICE PER INCH/FOOT

Various Locations within Town of Orangetown
Locations to be determined by Town during project period.

\$ 71.74

Shawn McCoy, CFO

12/4/202

NAME & TITLE

DATE

Precision Safe Sidewalks, LLC.

COMPANY NAME

25 Maryland Ave, Annapolis, MD 214

ADDRESS

CONTACT TELEPHONE NUMBER

smccoy@precisionsafesidewalks.co

EMAIL ADDRESS

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SCHOOL DISTRICTS

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s).

1. The Town of Orangetown shall make contract award information available to other political subdivisions. Other political subdivisions may contact the Orangetown Highway Department at (845) 359-6500.
2. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the Town's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the Town when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the Town.
5. All Bidders shall be on notice that as a condition of the award of a Town contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The Town, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the Town's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions.

CONTRACT
THE TOWN OF ORANGETOWN
AND

SIDEWALK SAWCUTTING
(VARIOUS LOCATIONS THROUGHOUT THE TOWN)

THIS CONTRACT made and entered into this ____ day of _____ 20 ____, by and between the TOWN OF ORANGETOWN with offices at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as the "Owner"), and Precision Safe Sidewalk with offices at 25 Maryland Ave Annapolis MD 21401 Federal Identification Number 32-0239742, (hereinafter referred to as the "Contractor").

WITNESSETH:

A contract having been awarded by the Owner to the Contractor for sidewalk sawcutting services at various locations throughout the Town, in accordance with a certain Request for Proposals, expressly incorporated herein, and made part hereof, and in consideration of the promise, agreements and payments herein specified, the Contractor hereby agrees, at its own cost and expense, to perform all the work and furnish all the materials, equipment, supplies, tools and other accessories necessary to complete the Project, complete, in place, tested and ready for use, all in strict conformance with the Contract Documents.

Contract Documents

Contract Documents, as used herein, include the Request for Proposals, Contractor's Proposal, Non-collusion Certificate, Project Specifications, and General Conditions, Contract Drawings, if any, and prevailing wage information and other attachments and addenda, if any which are hereby, by reference, make a part hereof as if fully set forth herein:

Price and Terms of Payment

The Owner shall pay the contractor for performance of the work a total sum **NOT TO EXCEED THIRTY-TWO THOUSAND DOLLARS (\$32,000.00)**, with the actual sum to be paid computed in the manner set forth in the project specifications on an Inch Foot basis, at a price of \$ 71.74 per Inch Foot.

The Town reserves the right to increase or decrease the total contract cost by up to 25%.

***IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WORK IS INSPECTED BY THE TOWN SUPERINTENDENT OF HIGHWAYS, OR HIS DESIGNATED REPRESENTATIVE, BEFORE SUCH WORK IS VOUCHERED FOR PAYMENT.**

The Owner shall make periodic payments for work actually completed, in accordance with Town voucher and payment procedures.

Provided the work and/or materials set forth on any invoice shall have been inspected and approved by the Town, and the invoice shall have been delivered in sufficient time, payment thereof, less 10% of the scheduled values of such work and/or materials, shall be made following approval at the next regularly scheduled Town Board meeting. The 10% retainage from each invoice shall be paid upon the completion of any punch list at the conclusion of the project.

Time is of the essence

The Contractor agrees to commence work under this Contract within ten (10) days after the date of the Notice to Proceed and to complete the entire work no later than sixty (60) calendar days from the date of the Notice To Proceed, weather permitting.

Liquidated Damages

In the event that contractor fails to complete the work within the time stated above, as the same may be modified, in writing, the contractor shall pay to the Owner as liquidated damages, the sum of **THREE HUNDRED DOLLARS AND NO CENTS (\$300.00)** for each day of delay until the work is completed and accepted.

Insurance and Indemnification Requirements

See General Conditions annexed hereto and make a part hereof.

The insurance requirements of this Contract are a material term, in default of which the Contractor shall be deemed in breach hereof.

Punch list

Regardless of any liquidated damages mentioned above, in the event the Contractor fails to complete the punch list work within thirty (30) days after the acceptance of the project, the Contractor shall pay the Owner as damages, the sum of **ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00)** for each day of delay until the punch list work is completed and accepted.

Prevailing Wages

The wages and supplements to be paid to laborer, workman or mechanic performing work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law or the Davis-Bacon Act (40 USC27a to a-7) as supplemented by Department of Labor regulations (29 CFT Part 5), as applicable, a copy of which, as applicable, is attached hereto or to the Bid Documents.

Additional Terms

This Contract expressly incorporates and includes the General Terms annexed hereto and made a part hereof. In addition, the following provisions are expressly made applicable:

The Town Board, by Resolution adopted the _____ day of _____, 20__ has approved execution of this Contract with _____.

NON COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

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

A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or service performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

DATED: 12/9/25

BY: [Signature]

FOR: Precision Site Services LLC

**Architectural/ Engineering
Consultant Contract**

Municipal Contract No. _____

Agreement made this ____ day of _____, _____ by and between

Town of Orangetown
(Municipal Corporation)

Having its principal office at 26 Orangeburg Rd, Orangeburg, New York 10962 (the "**Sponsor**")

and

HVEA Engineers with its office at 560 Route 52, Beacon, New York 12508
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **Margaret Keahon Drive over Muddy Brook Bridge Replacement Project** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, _____, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

<input checked="" type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$356,394.00	The Consultant shall be paid in monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the Sponsor's representative.
ITEM II	<ul style="list-style-type: none"> Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit. 	<ul style="list-style-type: none"> Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$32,500.00. 	

<input checked="" type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM III	<ul style="list-style-type: none"> • Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor. 	<ul style="list-style-type: none"> • Salvage value 	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to said contract;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates

of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's

Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation ([49 CFR 26.29](#)) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other

payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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. CONSULTANT 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.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering;
or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Sponsor and the

New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 ***Executory Contract.*** This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date:	Date:

For the Sponsor:

STATE OF NEW YORK

ss:

COUNTY OF ROCKLAND

On this ___ day of _____, _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

For the Consultant:

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this ___ day of _____, _____ before me, Mia K. Nadasky, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the Principal of HVEA Engineers, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

Federal-Aid Requirements for Architectural/ Engineering Consultant Supplement

ARTICLE A. DOCUMENTS FORMING THIS AGREEMENT

The contract must include the documents forming the contract between the Sponsor and the Consultant. The following will be included in the contract:

- Agreement Form - "Municipal Consultant Contract";
- Project Description and Funding;
- Scope of Services;
- As applicable, Staffing Rates, Hours, Reimbursables and Fee;
- Federal-Aid Requirements for Architectural/Engineering Consultant Supplement.

ARTICLE B. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described in this contract. Compensation methods must be clearly documented in the contract. Compensation methods available are Cost Plus Fixed Fee Method, Specific Hourly Rate Method, and Lump Sum Cost Plus Reimbursables Method.

ARTICLE C. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE D. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT CONTRACT and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

ARTICLE E. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE F. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE G. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE H. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE I. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE J. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE K. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and Title VI of the Civil Rights Act of 1964, as amended, and any other State and Federal Statutory and constitutional non-discrimination provision, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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. CONSULTANT 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.

ARTICLE L. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering;
or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE M. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE N. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE O. PROMPT PAYMENT.

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

APPENDIX A-2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Attachment A

Project Description and Funding

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 8763.16
BIN:

Term of Agreement Ends: December 31, 2028

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition
 Construction, C/I, & C/S

PROJECT DESCRIPTION:

Engineering Services of:

Margaret Keahon Drive over Muddy Creek Bridge Replacement

Project Location:

Town of Orangetown, Rockland County

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$388,894.00

Footnotes:

Attachment B
Scope of Services

Section 1 - General

1.01 Project Description and Location

Project Name: Margaret Keahon Drive over Muddy Creek Bridge Replacement

PIN: 8763.16

Project Description: The Margaret Keahon Drive Over the Muddy Brook Culvert Replacement Bridge Project (NYSDOT PIN # 8763.16), consists of The Replacement of a Deteriorated and Functionally Obsolete Culvert, Comprised of A Six (6) Barrel Configuration That Exhibits Section Loss in Its Corrugated Metal Pipe Inverts and Is at High Risk of Blockage and Associated Flooding and Overtopping. It Is the Town's Intention to Replace the Existing Structure with A 30 Foot, Simple Span Bridge in Pearl River, in the Town of Orangetown, Rockland County.

Project Limits: Margaret Keahon Drive +/- 300 feet east and west of Muddy Creek

Sponsor: Town of Orangetown

County: Rockland

The anticipated start date of preliminary design – September 1, 2025

The letting date – January 15, 2027

The construction completed date – December 31, 2027

The anticipated design costs - \$0.4M

The anticipated ROW acquisition costs – \$0.0M

The anticipated construction costs – \$3M

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Stephen Munno, Senior Administrative Assistant, who can be reached at (845) 359-6500.

All correspondence to the **Sponsor** should be addressed to:

Orangetown Highway Department

119 Route 303

Orangeburg, NY 10962

Or

highwaydept@orangetown.com

The Project Manager should receive copies of all project correspondence directed to parties other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a C List action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Unlisted. The **Sponsor** will be the lead agency.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.

- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the [Cost Control Report](#).¹ The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

¹ <https://www.dot.ny.gov/plafap/view-document?id=1598>

- The design of this project will be progressed in accordance with the current version of the [*NYSDOT Procedures for Locally Administered Federal Aid Projects \(PLAFAP\) Manual*](#)² including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 2 - Data Collection and Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey **100 feet** east and west of the centerline of the structure. The survey will be aligned in the state datum.

B. Stream Survey

The **Consultant** will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the stream. Cross-sections will be taken every 25 feet for a distance of 200 feet upstream and downstream of the structure.

² <https://www.dot.ny.gov/plafap>

C. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

C. Standards

Survey will be done in accordance with the standards set forth in the [NYS DOT Land Surveying Standards and Procedures Manual](#)³ and in accordance with local standards described in Section 10 of the SOS..

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 40 scale mapping with 2 foot contour intervals from terrain data provided by the **Sponsor** and obtained by the **Consultant**.

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits

The **Consultant** will prepare collision diagrams and associated summary sheets for accidents involving pedestrians and bicyclists, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

~~2.05 Traffic Counts~~

~~The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements~~

³ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

noted in the [NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual](#)⁴.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.09 Hydraulic Analysis

⁴ <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-respository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the [Section 3.4 of the NYSDOT Bridge Manual](#)⁵.

~~2.11 Pavement Evaluation~~

~~The **Consultant** will perform a pavement evaluation in accordance with the [NYSDOT Comprehensive Pavement Design Manual](#).⁶ Analyses will consider thickness design.~~

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches;

⁵ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman_4th_edition

⁶ <https://www.dot.ny.gov/divisions/engineering/design/dqab/cpdm>

- gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the “Locally Administered Federal Aid Procedures Manual.”
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 100 scale plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be an “**Initial Project Proposal / Final Design Report (IPP/FDR).**”

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT [Project Development Manual \(PDM\)](#).⁷

The **Consultant** will submit 2 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A Public Information Meeting(s)

The **Sponsor** will hold public information meeting(s) with advisory agencies, local officials, and citizens. The **Consultant** will prepare a discussion of the project and conduct the meeting. The **Sponsor** will arrange for the location of public information meeting(s). The **Sponsor** will be responsible for providing appropriate notification.

3.07 Preparation of Final Design Approval Document (DAD)

⁷ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 2 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 1 copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the Federal Environmental Approval Worksheet (FEAW), and forward the completed worksheet to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The FEAW need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting Environmental Assessment Form(s) (Short EAF).

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDOT Highway Work Permit
- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit

- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

Section 5 - Right-of-Way

To be added to the Consultant Agreement by Supplemental Agreement if needed

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the [*NYS DOT Bridge Manual*](#).⁸ For each bridge, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYS DOT Bridge Manual*.

~~B. Bridge Rehabilitations~~

~~For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:~~

- ~~• Show basic concepts and major details (including all existing and proposed —utilities).~~
- ~~• Acquaint affected parties with the project and project components.~~
- ~~• Serve as an instrument for initial approval.~~
- ~~• Provide a basis for the development of final plans.~~

⁸ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

~~The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.~~

C. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 50 foot intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).⁹

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

⁹ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the

Sponsor. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval, the **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support

To be added to the Consultant Agreement by Supplemental Agreement.

Section 9 - Construction Inspection

To be added to the Consultant Agreement by Supplemental Agreement.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate 5 meetings during the life of this agreement. Assume 4 hours per meeting.

Estimate 18 cost and progress reporting periods will occur during the life of this agreement. Assume 1 hours per report.

Section 2 Assume that GPS methods and equipment will be used to establish local control points.

Survey will be based on NYS Plane.

Stream cross sections will be taken every 25 feet, 200 feet upstream and 200 feet downstream of the structure.

Estimate 10 accidents will require analysis.

Traffic data will be based on available traffic counts from the County and NYSDOT

Estimate 4 soil borings will be taken.

Estimate 0 concrete cores will be taken.

A hydraulic analysis will be required.

Estimate 0 pavement cores will be taken.

Section 3 Estimate 3 concepts will be evaluated.

Estimate 2 design alternatives will be analyzed in addition to the null alternative.

Estimate 1 cost estimate plus 2 updates will be required.

Estimate 1 bridge will be replaced, 0 bridges will be rehabilitated.

Estimate 1 public meeting will be held.

Section 4 Assume project is a NEPA "C List" requiring the Federal Environmental Approval Worksheet

Project will be a SEQR Type II Action requiring at most a Short EAF.

Estimate 4 permits will be required.

A Section 106 (SHPO) determination package will be required.

USFWS Section 7 and NYSDEC Heritage Program consultation will be required.

A Habitat Assessment will be required. Detailed habitat studies will not be required.

Section 5 Estimate 0 properties will require title searches.

Estimate 0 taking maps will be required.

Estimate 0 public hearings.

Estimate 0 administrative settlements.

Estimate 0 condemnations.

Section 6 Detailed Design or Final Design

Final Design will include but not be limited to:

- Development bridge, sidewalk, and drainage plans.
- Highway design.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate 1 cost estimate(s) plus 2 updates will be required.

Estimate 1 bridge will be replaced, 0 bridges will be rehabilitated.

Estimate 4 utility companies and 0 railroad agencies will be affected.

Section 7 Estimate 3 copies of the final contract bid documents will be needed for Sponsor and NYSDOT. The Sponsor shall be responsible for additional paper copies to bidders. The Consultant will provide CD's containing the project documents.

Attachment C

Staffing Rates, Hours, and Estimated Direct Non-Salary Costs

Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			OVERTIME CATEGORY
		PRESENT	PROJECTED	PROJECTED	
		Feb-25	Feb-26	Feb-27	
Project Manager	VI (A)	\$85.93	\$88.51	\$91.16	A
Project Engineer	IV/V (A)	\$69.02	\$71.09	\$73.22	B
Design Engineer	III (A)	\$54.79	\$56.43	\$58.13	C
Staff Engineer	I/II (A)	\$39.68	\$40.87	\$42.10	C
CAD Operator/Detailer	I/II (A)	\$39.82	\$41.01	\$42.25	C

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Project Engineer	Design Engineer	Staff Engineer	CAD Operator
Preliminary Design							
SECTION 1 General	1.05 Project Familiarization		2		4	4	
	1.06 Meetings		20		20	20	
	1.07 Cost and Progress Reporting		18				
	1.10 Subconsultant Coordination		8				
	1.11 Subcontractors						
	<i>Subtotal, Section 1</i>	0	48	0	24	24	0
SECTION 2 Data Collection and Analysis	2.01 Design Survey						40
	2.02 Design Mapping						
	2.03 Determination of exist. Conditions		4		16	16	
	2.04 Accident Data and Analysis				2	4	
	2.05 Traffic Counts (flow diag.)						
	2.06 Capacity Analysis						
	2.07 Future Plans						
	2.08 Soil Investigations		8		80	40	
	2.09 Hydraulic Analysis		8		80	80	
	2.10 Bridges to be Rehabilitated						
2.11 Pavement Evaluation				4			
	<i>Subtotal, Section 2</i>	0	20	0	182	140	40
SECTION 3 Preliminary Design	3.01 Design Criteria, identify nonstandard features				4		
	3.02 Development of Alternatives		24		80	120	80
	3.03 Cost Estimates		4		40	80	
	3.04 Preparation of Draft DAD		4		80	80	
	3.05 Advisory Agency Review						
	3.06 Public Information Meeting		4		8	8	
	3.07 Preparation of Final DAD		4		24	40	
	<i>Subtotal, Section 3</i>	0	40	0	236	328	80
SECTION 4 Environmental	4.01 NEPA Classification				20	40	
	4.02 SEQRA Classification				4	8	
	4.03 Screenings and Prelim. Invest.		8		40	40	
	4.04 Detailed Studies and Analyses						
	4.05 Permits and Approvals		8		80	80	24
		<i>Subtotal, Section 4</i>	0	16	0	144	168
<i>Subtotal, Preliminary Design:</i>		0	124	0	586	660	144
Direct Technical Labor, Prelim. Design:		\$0.00	\$10,655.32	\$0.00	\$32,106.94	\$26,188.80	\$5,734.08
ROW Incidentals							
SECTION 5 Right-of-Way	5.01 Abstract Request Map/Title Search						
	5.02 Right-of-Way Survey						
	5.03 Right-of-Way Mapping						
	5.04 Right-of-Way Plan						
	5.05 Right-of-Way Cost Estimates						
	5.06 Public Hearings/Meetings						
	5.07 Property Appraisals						
	5.08 Appraisal Review						
	5.09 Negotiations and Acquisition of Prop.						
	5.10 Relocation Assistance						
	5.11 Property Management						
	<i>Subtotal, Section 5</i>	0	0	0	0	0	0
<i>Subtotal, ROW Incidentals:</i>		0	0	0	0	0	0
Direct Technical Labor, ROW Incidentals:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Detailed Design							
SECTION 6 Detailed Design	6.01 Preliminary Bridge Plans		16		120	160	80
	6.02 Advance Detail Plans		16		120	160	80
	6.03 Contract Documents		8		40	80	
	6.04 Cost Estimate		8		24	80	
	6.05 Utilities		16		24	24	
	6.06 Railroads						
	6.07 Bridge Inventory & Load Rating		4		40	40	
	6.08 Information Transmittal					4	
		<i>Subtotal, Section 6</i>	0	68	0	368	548
SECTION 7 Advertisement, Bid Opening, and Award	7.01 Advertisement				2		
	7.02 Bid Opening (Letting)						
	7.03 Award		2		8		
		<i>Subtotal, Section 7</i>	0	2	0	10	0
SECTION 8 Construction Support	8.01 Construction Support						
		To Be Added By Supplemental Agreement					
		<i>Subtotal, Section 8</i>	0	0	0	0	0
<i>Subtotal, Detailed Design:</i>		0	70	0	378	548	160
Direct Technical Labor, Final Des./Constr. Suppor		\$0.00	\$6,195.55	\$0.00	\$21,331.94	\$22,396.98	\$6,562.34

Direct Non-Salary Expense

Preliminary Engineering

1. Topographic and Right-of-Way Survey (Subconsultant - estimated)

TOTAL SURVEY \$ 12,500.00

2. Soil Borings (Subcontractor - estimated)

4 Borings @ \$5,000 each \$ 20,000.00

TOTAL DIRECT NON-SALARY COST \$ 32,500

Summary (Preliminary Design)

Item IA, Direct Technical Salaries	\$	74,685
Item II Direct Non-Salary Cost <i>(estimated, subject to audit)</i>	\$	32,500
Item III, Overhead (1.47) (NYSDOT audited rate)	\$	109,787
Item IV, Fixed Fee (10%)	\$	18,447
<hr/>		
Subtotal, Preliminary Design	\$	235,420

Summary (ROW Incidentals)

Item IA, Direct Technical Salaries	\$	-
Item II Direct Non-Salary Cost <i>(estimated, subject to audit)</i>	\$	-
Item III, Overhead (1.47) (NYSDOT audited rate)	\$	-
Item IV, Fixed Fee (10%)	\$	-
<hr/>		
Subtotal, ROW Incidentals	\$	-

Summary (Final Design/Construction Support)

Item IA, Direct Technical Salaries	\$	56,487
Item II Direct Non-Salary Cost <i>(estimated, subject to audit)</i>	\$	-
Item III, Overhead (1.47) (NYSDOT audited rate)	\$	83,036
Item IV, Fixed Fee (10%)	\$	13,952
<hr/>		
Subtotal, Final Design Design	\$	153,475

Total, Preliminary Design and Final Design	\$	388,894
Total ROW Incidentals	\$	-
Maximum Amount Payable	\$	388,894



December 5, 2025

The Honorable Teresa Kenny, Supervisor
& Members of the Town Board
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Dear Supervisor Kenny and Members of the Town Board:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Orangetown, New York ("Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit Scope and Objectives

We will audit the Entity's statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information including the disclosures, which collectively comprise the basic financial statements of the Entity as of and or the years ended December 31, 2025 and 2026 and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended December 31, 2025 and 2026.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America, ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis

- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, *Government Auditing Standards* issued by the Comptroller General of the United States (“GAGAS”) (if applicable), and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”) (if applicable), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section of the Annual Comprehensive Financial Report
- Statistical section of the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity; and issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform

the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objectives for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable), the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance (if applicable).

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's/Entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

Audit Procedures – Internal Control

We will obtain an understanding of the Entity and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

The Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Reporting

We will issue a written report(s) upon completion of our audit of the Entity's financial statements and written reports required with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance; (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance; and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and (d) various matters related to the Entity's accounting policies and financial statements.

Other Services

PKF O'Connor Davies will also prepare the financial statements of Entity in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

PKF O'Connor Davies will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. PKF O'Connor Davies, using professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Supplementary Information

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, RSI, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee other non-attest services PKF O'Connor Davies provides; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards (if applicable) and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Entity seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and present a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no responsibility for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees for each of the next two (2) years are detailed below:

	<u>2025</u>	<u>2026</u>
Basic fee (inclusive of travel expenses pertaining to audit and inclusive of audit of South Nyack Legacy Fund) inclusive of the Audit Meetings and Justice Court audit	<u>\$ 110,000</u>	<u>\$ 113,000</u>

In the event that the Entity spends \$1,000,000 or more in Federal Assistance, a Single Audit will be required pursuant to Uniform Guidance. Our fees for the compliance audit will be \$5,000 per program per year.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	<u>25%</u>
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

Level	2025
Sr. Partner/Partner	\$350-360
Director	\$300-310
Manager	\$270-280
Supervisor	\$245-255
Senior Accountant	\$220-230
Associate	\$175-185

Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Entity for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Entity, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

Reimbursement

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This agreement will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursement, shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Corporate Transparency Act/Beneficial Ownership Reporting

Assisting you with your future, potential compliance requirements with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. However, currently, CTA enforcement is suspended. The scope and implications of this suspension are subject to change as legal proceedings continue. Despite this development, businesses may still have compliance obligations once the legal status is clarified. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

Hosting services

In order to maintain our independence in accordance with the AICPA’s Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The Entity acknowledges that hiring current or former PKF O’Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other’s personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person’s annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

Confirmation and other

Robert A. Daniele is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

TOWN OF ORANGETOWN, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

* * *



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

January 25, 2024

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of services organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
Certified Public Accountants

December 8, 2025

Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

To The Town Board,

The Volunteer Fire Association of Tappan is requesting the use of the below items from the Highway Department for a Holiday Celebration Drive-Thru on Saturday, December 20th: This is our sixth year hosting this event to the community and we have had great success with over 2200 children receiving a gift over the past five years. As this is a free event for the Town, we appreciate any fee waivers and support you may be able to provide..

Message Board - Located at 300 Western Highway, Tappan, NY 10983

"Holiday Drive-Thru Event HERE Saturday 12/20 430 - 730"

Message Board - Located at 123 Washington Street, Tappan, NY 10983

"Holiday Drive-Thru Event – 300 Western Highway Saturday 12/20 430 - 730"

Verticades - For use along Independence Avenue - Drop off at Western Highway firehouse, 300 Western highway. Our Fire Police and members will pull these out from side of road to allow for a safe "drive way lineup" to Western highway.

Cones – One hundred (100) cones that can be used to provide a clear drive through path at our western highway firehouse.

The Volunteer Fire Association of Tappan will submit the appropriate permits to the Highway Department in addition to this request. Please find attached flyer that can be posted to your website to encourage South Orangetown residents to attend. If you have any questions, feel free to contact me.

Thank you,



Michael Holihan
Holiday Event Chairman
Ex-Chief of Department
Volunteer Fire Association of Tappan
mholihan@tappanfire.com
914-346-7762

CHILDREN'S DRIVE-THRU HOLIDAY EXPERIENCE



SPONSORED BY THE VOLUNTEER FIRE ASSOCIATION OF TAPPAN

SATURDAY, DECEMBER 20TH
4:30 - 7:30 PM 300 WESTERN HIGHWAY

THE FIRST 500 CHILDREN TO ATTEND WILL RECEIVE A PRESENT FROM SANTA
COMPLIMENTS OF THE TAPPAN FIRE DISTRICT

WE WILL ALSO BE COLLECTING GIFT DONATIONS FOR LOCAL CHARITIES!

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	120325	\$ 297,771.72 Utilities
	121625	\$ 905,157.34 Expenses
		\$ 1,202,929.06

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Daniel Sullivan

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 12/11/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 12/16/2025 consists of 2 warrants for a total of \$1,202,929.06.

The first warrant had 19 vouchers for \$297,771 and was for utilities and Rockland Paramedics.

The second warrant had 145 vouchers for \$905,157 and had the following items of interest.

1. Capasso & Sons - \$111,197 for recycling.
2. Christmas Lighting Co. - \$7,822 for Pearl River Holiday decorations.
3. Fanshawe Inc. - \$27,421 for new Town Hall electrical.
4. Goosetown Enterprises - \$25,147 for Police vehicle outfitting and computer leasing.
5. Joe Lombardo Plumbing & Heating - \$12,918 for New Town Hall Plumbing.
6. Keane & Beane - \$26,760 for outside legal counsel.
7. Lothrop Associates - \$39,500 for change order work for new Town Hall.
8. NYPA - \$21,237 for streetlight project.
9. PACE Analytical Service - \$7,049 for sewer testing.
10. Reiner Pump Systems, Inc. - \$84,600 for replace recirculating pump in sewer.
11. Shi International - \$12,427 for Firewall renewal.
12. State Comptroller - \$39,073 for Justice fines.
13. Trius Inc. - \$38,969 for Highway equipment (bonded).
14. Troon Golf - \$205,573 for GC maintenance contracts.
15. Verde Electric - \$5,600 for traffic signal maintenance contract.

16. WW Grainger - \$5,363 for supplies, various departments.

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

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