

TOWN OF ORANGETOWN

27TH ANNIVERSARY

SANTA CLAUS 5K RUN

CHIP
TIMING

KID'S
RACES

SUNDAY, DECEMBER 9, 2018

**** KID'S RACES – 10:00AM****

****SANTA 5K - 10:30AM****

VETERAN'S MEMORIAL PARK



JINGLE BELL DIV AGES: 9 & UNDER
ELF DIVISION AGES: 10-14
REINDEER DIV AGES: 15-19
SANTA'S HELPERS AGES: 50-59
GIFTWRAPPERS AGE: 70 – 79

SNOWFLAKE DIV AGES: 20-29
GINGERBREAD DIV AGES: 30-39
CANDY CANE DIV AGES: 40-49
THE EGGNOGGERS AGE 60 – 69
THE SILVER BELLS AGE 80 +

FEE: 5K – EARLY REGISTRATION \$20.00 SEPTEMBER 1ST TO OCT 31ST
REGISTRATION FEE \$25.00 NOVEMBER 1ST TO DECEMBER 6TH
RACE DAY REGISTRATION FEE: \$30.00

KID'S RACES: NO CHARGE – NO PRE-REGISTRATION REQUIRED
PRE-REGISTRATION MUST BE RECEIVED BY DECEMBER 6, 2018
* RACE DAY REGISTRATION BEGINS AT 8:00AM*

TO REGISTER PLEASE SEND REGISTRATION FEE ALONG WITH ATTACHED FORM TO:
ORANGETOWN PARKS & RECREATION DEPT.
81 HUNT RD.

ORANGEBURG, N.Y. 10962

OR STOP AT OFFICE BETWEEN 9:00AM & 5:00PM * FOR MORE INFORMATION PLEASE CALL 359-6503
IF PAYING BY CHECK, PLEASE MAKE CHECKS PAYABLE TO THE TOWN OF ORANGETOWN
VOLUNTEERS ARE NEEDED! PLEASE CALL IF YOU WOULD LIKE TO HELP.

NO STROLLERS WILL BE ALLOWED

In consideration of this entry being accepted I hereby, for myself, heirs, executors and administrators waive and release any claims I may have against the Town Of Orangetown and any member of the race committee, or their representatives, successors, or assignees, any and all sponsors and their representatives for any injuries that may be suffered by me in this event. I also certify that I am in proper physical condition for this event.

NAME: _____ AGE: _____ M _____ F _____
ADDRESS: _____ (PLEASE CHECK ONE)

TOWN: _____ E-Mail _____

STATE: _____ ZIP: _____ PHONE # _____

ORANGETOWN EMPLOYEE CUP PARTICIPANT: Check box (Must be full time employee, appointed or elected official)

SIGNATURE OF PARTICIPANT: _____ DATE: _____

SIGNATURE OF PARENT OR GUARDIAN IF UNDER 18: _____ DATE: _____

LOCAL LAW NO. ____ OF 2018 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO AMEND CHAPTER 22 OF THE TOWN CODE ENTITLED
“NOISE”

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

As amended, Additions are underlined, ~~Deletions are stricken~~. Chapter 22-Noise, originally adopted by the Town Board on 08/17/1981 by LL No. 10-1981, is hereby amended as follows:

Section 1.

§ 22-2 ~~Excessive~~ Unnecessary noise prohibited.

- A. It shall be unlawful for any person to make, continue or cause or permit to be made or continued any unnecessary noise ~~unnecessary, unusually loud, or unusually disturbing noise~~ within the limits of the Town.
- B. “Unnecessary noise” means any excessive or unusually loud sound or any sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensibilities, or which causes injury to animal life or damage to property or business. Standards to be considered in determining whether unnecessary noise exists in a given situation, include but are not limited to the following:
- 1 The intensity of the noise
 2. Whether the nature of the noise is usual or unusual
 3. Whether the origin of the noise is natural or unnatural
 4. The intensity of the background noise
 5. The proximity of the noise to sleeping facilities
 - 6 The nature and the zoning district of the area within which the noise emanates
 - 7 The time of the day or night the noise occurs
 8. The duration of the noise
 9. Whether the sound source is temporary
 10. Whether the noise is continuous or intermittent
 11. Whether alternate methods are available to achieve the objectives of the sound producing activity.

§ 22-3 Prohibited noises **General Prohibition.**

~~The following acts are declared to be excessive, unusually loud, unusually disturbing and unnecessary noises in violation of the local law.~~

- ~~A. **Horns, signaling devices, etc.** The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place of the Town of Orangetown, except as a danger warning; the sounding of any such device for an unnecessary and unreasonable period of time; and the use of any such signaling device when traffic is for any reason held up.~~
- ~~B. **Television sets, reproduced music and audio, bands, etc.** The playing, using, operating or permitting to be played, used or operated of any television set, musical instrument, band, music or audio playback device or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet, tranquility and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for the convenient hearing of the person or persons who are in the place, room, vehicle or chamber in which such set, machine, instrument, band or device is played or operated and who are voluntary listeners thereto. The playing or operation of any such set, tape recorder, instrument, band, phonograph, machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of 50 feet from the place, building,~~
- ~~C. **Loudspeakers and amplifiers for advertising.** The playing, using, operating or permitting to be played, used or operated of any radio receiving set, television set, musical instrument, band, tape recorder, phonograph, loudspeaker, sound amplifier, or other machine or device for the purpose of producing or reproducing of sound which is placed upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.~~
- ~~D. **Yelling and shouting.** Yelling and shouting on the public streets between the hours of 11:00 p.m. and 7:00 a.m. or at any other time or at any other place so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence or of any persons in the vicinity.~~
- ~~E. **Animals.** The keeping of any dog or other animal which, by causing frequent or long or continued barking or other noise, shall disturb the comfort or repose of any persons in the vicinity.~~
- ~~F. **Schools, courts, churches and hospitals.** The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same are in use, or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution, or which noise disturbs or unduly annoys patients in the hospital, provided that conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.~~
- ~~G. **Hawkers and peddlers.** The shouting, yelling and crying of peddlers, hawkers and~~

~~vendors which disturbs the peace and quiet of the neighborhood.~~

No person shall make, continue or cause or permit to be made any unnecessary noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensibilities, or which causes injury or damage to property or business in accordance with the standards set forth in §22-2(B).

The following acts are declared to be prima facie evidence of a violation of this article and are prohibited, but said enumeration shall not be deemed to be exclusive.

- A. The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place of the Town of Orangetown, except as a danger warning.
- B. The playing, using, operating or permitting to be played, used or operated of any television set, musical instrument, band, music or audio playback device or other machine or device for the producing or reproducing of sound, loudspeaker, sound amplifier, in such manner as to disturb the peace, quiet, tranquility and comfort of the neighboring inhabitants or the public at large, as follows:
 - i. Between the hours of 7:00 a.m. and 11:00 p.m, that has a volume of 80 decibels or greater at the point of alleged disturbance if at a distance of less than 50 feet , or 70 decibels or greater at the point of alleged disturbance if at a distance of 50 feet or more, from the property line of the property of the noise source, or from the place, device, or vehicle if on the public streets, in which it is located; or
 - ii. Between the hours of 11:00 p.m. and 7:00 a.m, that has a volume of 60 decibels or greater at the point of alleged disturbance if at a distance of less than 50 feet, or 40 decibels or greater at the point of alleged disturbance if at a distance of 50 feet or more, from the property line of the property of the noise source, or from the place, device, or vehicle if on the public streets, in which it is located.
- C. The keeping of any dog or animal which:
 - i. Engages in frequent or long continued barking, howling or other noise at 60 decibels or greater at or beyond the property line of the property of the noise source, or from the place, device, or vehicle if on the public streets, such that said noise is:
 - ii. Between the hours of 10:00 p.m. and 8:00 a.m. of a duration longer than 10 consecutive minutes, and disturbs the comfort or repose of any persons in the vicinity; or
 - iii. Between the hours of 8:00 a.m. and 10:00 p.m of a duration of more than one hour, and disturbs the comfort or repose of any persons in the vicinity.
- D. Noise at or above the level of 60 decibels at the point of alleged disturbance on any street adjacent to any school, institution of learning, church or court while the same are in use, or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution, or which noise disturbs or unduly annoys patients in the hospital, provided that conspicuous signs are displayed in such streets indicating that

the same is a school, hospital or court street.

- E. Any other noise at a level at or above 80 decibels at the point of alleged disturbance between the hours of 7:00 a.m. and 11:00 p.m., which point must be at or beyond the property line of the property of the noise source if the source is located on private property.
- F. Any other noise at a level at or above 50 decibels at the point of alleged disturbance between the hours of 11:00 p.m. and 8:00 a.m., which point must be at or beyond the property line of the property of the noise source if the source is located on private property.
- G. Any sound caused by the operation of any lawn mower, leaf blower, chain saw, hedge clipper, mulching or chipping machine or such similar landscaping equipment prior to 7:00 a.m. and after 8:00 p.m. on Monday through Friday; prior to 8:00 a.m. and after 7:00 p.m. on Saturday; and prior to 9:00 a.m. and after 7:00 p.m. on a Sunday or legal holiday.
- H. Any sound of any bulldozer, backhoe or other excavation or earthmoving equipment prior to 7:00 a.m. and after 8:00 p.m. on Monday through Friday; prior to 8:00 a.m. and after 7:00 p.m. on Saturday, and prior to 9:00 a.m. and after 7:00 p.m. on a Sunday or legal holiday.
- I. The sound of any power tool, machinery or equipment in use in any construction project or the repair of any building or in any commercial activity or manufacturing process not wholly contained within a closed structure,
 - 1. in any zone other than a residential zone, prior to 7:00 a.m. or after 8:00 p.m.;
 - 2. in any residential zone, prior to 7:00 a.m. and after 8:00 p.m. on Monday through Friday, prior to 8:00 a.m. and after 7:00 p.m. on Saturday, and prior to 9:00 a.m. and after 5:00 p.m. on a Sunday or legal holiday.

22-3A Exemptions.

The following activities shall be exempt from the provisions of this code:

- 1. Operation of snow blowers or other snow removal equipment at any time during or within 48 hours of the conclusion of a snowfall;
- 2. Work or activity that is necessary to prevent or recover from an emergency, including, but not limited to, work to repair electric, gas, water, sewer or telephone services. For purposes of this article an “emergency” shall mean a public calamity, disaster, extreme weather event, utility services failure, or such other threat to any person or property to actual or immediate danger.
- 3. The sound produced by any siren, alarm or other warning device operated by any ambulance service, police or fire department or any governmental agency when intended to warn the public of any danger or emergency.

4. Public meeting; parades or processions as permitted by Chapter 7A of this code;

5. The emission of sound by generators during emergencies.

6. Sounds connected with organized sporting events on public property or public or private school property, held between the hours of 8:00 a.m. and 10:00 p.m.

§ 22-4 Penalties for offenses.

Any person violating any of the provisions of this local law shall be deemed guilty of a violation and, upon conviction thereof, shall be fined in an amount not exceeding \$250 or be imprisoned for a period not exceeding 15 days or to perform up to 50 hours of community service, or by any combination of said penalties ~~10 days, or by both such fine and imprisonment.~~

§ 22-5 Additional remedies.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle or machinery or activities conducted at a property in such manner so as to constitute a violation of any provision hereof which continually, regularly or repeatedly causes such violation, ~~and which causes discomfort or annoyance to reasonable persons of normal-sensitiveness or which endangers the comfort, repose, health or peace of residents in the area~~ shall be deemed and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

§ 22-5A Enforcement.

The provisions of this chapter shall be enforced by the Police Department of the Town of Orangetown, the Town of Orangetown Office of Building Planning Zoning Administration and Enforcement, or such other officials as designated by the Town Board.

Section 2. Severability Clause

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 3. Effective Date.

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

**OMM Soccer
2017 Capital Improvements to Be Gifted to Town**

Installation of New Turf Fields (Field 2, 3, 4), Upgrade of Lighting, Installation of New Fencing, Installation of Flagpoles & New Shipping Containers for Storage

Date of Expenditure	Scope of Work	Amount Paid by OMM
04/26/2017	Fencing	5,289.67
08/01/2017	Fencing	4,200.00
04/12/2017	Flagpoles	8,900.00
04/22/2017	Flagpoles	13,064.00
06/22/2017	Flagpoles	4,203.89
09/30/2017	Flagpoles	13,065.00
01/05/2017	Lights	27,562.50
02/16/2017	Lights	1,550.00
03/02/2017	Lights	62,000.00
03/09/2017	Lights	19,682.70
07/14/2017	Lights	1,550.00
12/27/2017	Storage Container	6,080.00
04/13/2017	Turf	4,200.00
04/17/2017	Turf	7,210.00
04/17/2017	Turf	60,850.00
07/21/2017	Turf	1,750.00
07/27/2017	Turf	100,000.00
07/31/2017	Turf	100,000.00
08/01/2017	Turf	79,910.00
08/07/2017	Turf	7,584.00
08/17/2017	Turf	15,500.00
08/22/2017	Turf	10,400.00
09/13/2017	Turf	100,000.00
09/13/2017	Turf	100,000.00
09/13/2017	Turf	60,850.00
09/15/2017	Turf	34,320.00
09/15/2017	Turf	16,125.00
09/15/2017	Turf	14,325.00
		880,171.76

**Consulting Services Agreement
Between Goldkap Consulting Group, LLC
And
Town of Orangetown**

This Agreement is effective as of _____, 2018 between Goldkap Consulting Group, LLC (“Consultant”) having an address at 57 Lafayette Avenue, Suffern, NY 10901 and Town of Orangetown (“Client”) located at 26 Orangeburg Road, Orangeburg, NY 10962.

BACKGROUND:

- A. Town is of the opinion that the Consultant has the necessary qualifications, experiences and abilities to provide consulting services to the Town.
- B. Consultant is agreeable to providing such consulting services to Town on the terms and conditions set forth herein.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Town and the Consultant agree as follows:

- 1. The Client retains Consultant to assist Client in the areas detailed below.
- 2. **Consultant Services.** During the terms of this Agreement, in connection with the project, the Consultant will work on behalf of the Client at all times in areas outlined. The Consultant shall:
 - a. Explore ways that Town inventory can be better managed;
 - b. Prepare a fixed asset report to better track equipment going in and out of Town departments.
 - c. Work with Town department heads to explore ways where using new vendors will make departments more efficient and less dependent on labor.
 - d. Work with Town IT department to discuss how payroll processing and other technology platforms can be integrated into a planned future approach to build less labor-intensive solutions.
 - e. Assist Town department heads in negotiating with vendors as it pertains to getting the best value for services and not overpaying for change orders on present contracts.
 - f. Verify the way present procurement processes are being used; and
 - g. Set-up on line vendor ordering with approval processes in place.
 - h. Provide a report detailing area of services for the most recurring outsourced operational expenses with areas that can be improved and purchased more

efficiently and with reduced administrative and product cost, within the framework and the constraints of the Town Procurement Policy, the monetary thresholds of the Competitive Bidding requirements, or exceptions thereto, Best Value Purchasing, Piggybacking on certain government contracts, the Town Code and Ethics Code of the Town of Orangetown, the NYS Town Law and the NYS General Municipal Law.

- i. The Consultant acknowledges receiving a copy of the Office of the New York State Comptroller guide entitled “Seeking Competition in Procurement”.

3. **The Consultant’s Report:** The report prepared by the Consultant will:

- a.
- b.
- c.
- d.
- e.
- f.
- g.

4. **Client Role.** The Client agrees to cooperate with Consultant and make available on a timely basis all relevant information and documents deemed necessary by Consultant and as approved by Client to make Consultant successful.

5. **Terms of Agreement:**

- a. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- b. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

6. **Compensation.** The Client agrees to pay Consultant as follows:

- a. ONE HUNDRED SEVENTY FIVE AND 00/100 (\$175.00) DOLLARS per hour for services rendered for all work done on behalf of the project, as outlined in paragraph 2 (entitled “Consultant Services”) herein, not to exceed FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$5,250.00) DOLLARS or THIRTY (30) HOURS without an addendum and written scope of work approved by Town Supervisor.

- b. THIRTY (30%) ~~FIFTY (50%)~~ PERCENT due upon signing.
 - c. Terms thereafter are net THIRTY (30) days from receipt of report submission for remaining balance.
 - d. In the event that this Agreement is terminated by the Town prior to the completion of the Services but where the Services have been partially performed, the Consultant shall be entitled to pro-rata payment of the Compensation to the date of termination provided there has been no breach of Contract on the part of the Consultant.
 - e. The compensation as stated in this Agreement does NOT include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law shall be charged to the Town in addition to the Compensation.
7. **Expenses.** Consultant will be reimbursed from time to time for reasonable and necessary ~~within SEVEN (7) business days of submission to Client for out-of-pocket~~ expenses, including but not limited to postage, reproductions, and fees paid that were directly attributable to the project(s).
- a. The Consultant shall only be reimbursed for expenses submitted to the Town Finance Department.
8. **Outside Services.** Outside services including, but not limited to advertising, legal fees, job posting fees and recruitment fees are the responsibility of the Client and will be billed directly to the Client. No outside service fees will be contracted without the written approval of Client.
9. **Travel.** Travel fees will be waived in Rockland and Westchester County. General auto travel fees will be charged to client at the standard automobile mileage allowance amount set by the Internal Revenue Service for business for a given calendar year ~~FIFTY-NINE (\$0.59) CENTS PER MILE~~ plus tolls. The Standard business mileage rate set forth by the IRS for year 2018 is 54.5 cents per mile; and the rates for 2019 have not been set as of the date of this Agreement.
10. **Suspension.** If the Client fails to make timely payments to the consultant for services or expenses, consultant may, upon SEVEN (7) days written notice to the Client, suspend performance of services under this agreement. In the event of suspension of services, Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.
11. **Opt out clause.** Client, or consultant, after work and completed payment, can suspend this agreement without cause upon SEVEN (7) days written notice to other party or enter into additional or new agreement. All documentation under this agreement and any information relating to this project will be available to client if opt out clause is exercised.

12. **Independent Contractor.** The Consultant shall render services hereunder as an independent contractor. Nothing in this shall establish any employer-employee relationship between the consultant, any agent, or any employee of the Consultant or Client. Consultant shall receive no benefits for pension, health or other insurance plans, employee benefits, or any benefit of whatever nature offered by client to its employees. Subject to the provisions in carrying out this agreement, the Consultant is solely responsible for hours worked and the place where services are rendered. The Consultant and the Client acknowledge that this Agreement does NOT created a partnership or joint venture between them, and is exclusively a contract for service. The Consultant is responsible for paying and complying with the reporting requirements for all local, state and federal taxes related to payments made to Consultant under this Agreement.
13. **Tax.** Client shall not be responsible for withholding Social Security (FICA) tax or any other tax from payments made to the Consultant and shall not withhold State, Local and Federal tax payments from Consultant compensation. Consultant shall complete the appropriate form(s) provided by Client in order to facilitate form 1099 reporting.
14. **Confidentiality and Proprietary Information.** Consultant acknowledges and agrees that in connection to the services rendered under this agreement, Consultant shall have access to proprietary information from Client of a nature not generally disclosed to the public (“Confidential Information”). Confidential information includes but not limited to drafts of the business plan, Client business and strategies, customer lists and other documentation, data and materials developed by the Consultant in the course of providing its services for Client. Consultant understands that such information is owned and shall continue to be owned solely by Client. Consultant agrees to keep confidential and not to disclose confidential information to anyone except those directly involved with the project. Consultant represents that it and its business affiliates, employees, officers, agents, personal representatives, salespersons or any other person that it may employ, hire or retain in the performance of this agreement have complied with and will comply with this commitment during and after his/her, or their employment. Upon completion of the project, Consultant agrees to return any original records containing such confidential information.
15. **Return of Property:** Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation or records or Confidential information which is the property of the Client.

16. **Sexual Harassment Policy Acknowledgment:** Client is committed to a policy of protecting and safeguarding the rights and opportunities of all persons to seek, obtain and hold employment without being subjected to harassment or discrimination in the workplace. It is the Town’s policy to provide a workplace environment free of harassment and discriminatory practices. The Town has adopted and disseminated a Policy Against Discrimination and Harassment. Consultant hereby acknowledges receipt of a copy of the Town of Orangetown Policy Against Discrimination and Harassment (last dated October 23, 2018), (which may also be viewed at <https://www.orangetown.com/wp-content/uploads/sexualharrasmentorangetown.pdf>), and have reviewed it, and hereby affirms that any and all employees, agents, servants and representatives of Goldkap Consulting Group, LLC and Business Expense Advisors, LLC, will comply with the terms of the Town of Orangetown Policy Against Discrimination and Harassment.
17. **Entire agreement.** This agreement contains the entire understanding between the parties concerning the project. Consultant acknowledges that no representations or statements have been made which would modify or tend to modify any provisions of this agreement.
18. **Choice of Law, Venue.** This agreement shall be construed, interpreted, and governed by the laws of the State of New York, and the venues of any action shall be Rockland County.
19. **Notices.** ~~Except as otherwise set forth herein, any and all notices required under the terms of this agreement shall be in writing and sent by hand delivery, fax or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the parties at the addresses set forth at the beginning of this agreement.~~ All notices, requests, demands or other communications required or permitted by terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a. GOLDKAP CONSULTING GROUP, LLC, 57 Lafayette Avenue, Suffern, New York 10901;
and
 - b. TOWN OF ORANGETOWN, Attn: Supervisor, 26 Orangeburg Road, Orangeburg, New York 10962 with a copy also sent to:
 - i. TOWN OF ORANGETOWN, Attn: Town Attorney, 26 Orangeburg Road, Orangeburg, New York 10962.
- Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally; (b) two days

after being deposited with the postal service if served by registered mail; or (c) the following day after being deposited with an overnight courier.

20. **Indemnification/Hold Harmless:** Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of the Agreement. Consultant agrees to protect, defend, indemnify and hold the Client and its officers, employees, and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder with the exception of claims, if any, caused by the sole negligence of the Client.
21. **Modification of Agreement:** Any amendment or modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
22. **Entire Agreement:** This Agreement contains the entire understanding between Consultant and Client concerning the project. The parties acknowledge that no representations or statements have been made which would modify or tend to modify any of the provisions of this Agreement.
23. **Assignment:** This Agreement may not be assigned or transferred by Consultant without the express written permission of Client.
24. **Title Headings:** The paragraph headings are for convenience only and have no legal significance.
25. **Governing Law:** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

26. **Severability:** If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid, operative and lawful, pursuant to the laws of the State of New York, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

27. **Waiver:** The failure of the Consultant or Client to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement, and shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by Consultant or Client of their rights at any time thereafter to require the exact and strict compliance with all the terms hereof.

28. **Authority.** The parties acknowledge that the signatories are vested with the authority to execute this agreement on behalf of their respective parties.

IN WITNESS WHEREOF: The parties hereto have caused this agreement to be executed as of the date and year first set forth hereinabove.

TOWN OF ORANGETOWN BY:

GOLDKAP CONSULTING GROUP, LLC BY:

CHRISTOPHER DAY, SUPERVISOR

WALTER GOLDMAN, PRESIDENT

Dated: _____, 2018

Dated: _____, 2018

ACKNOWLEDGMENT
GOLDKAP CONSULTING GROUP, LLC

STATE OF NEW YORK)

: ss

COUNTY OF ROCKLAND)

On the _____ day of _____, 2018, before me, the undersigned notary public, personally appeared WALTER GOLDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT
TOWN OF ORANGETOWN

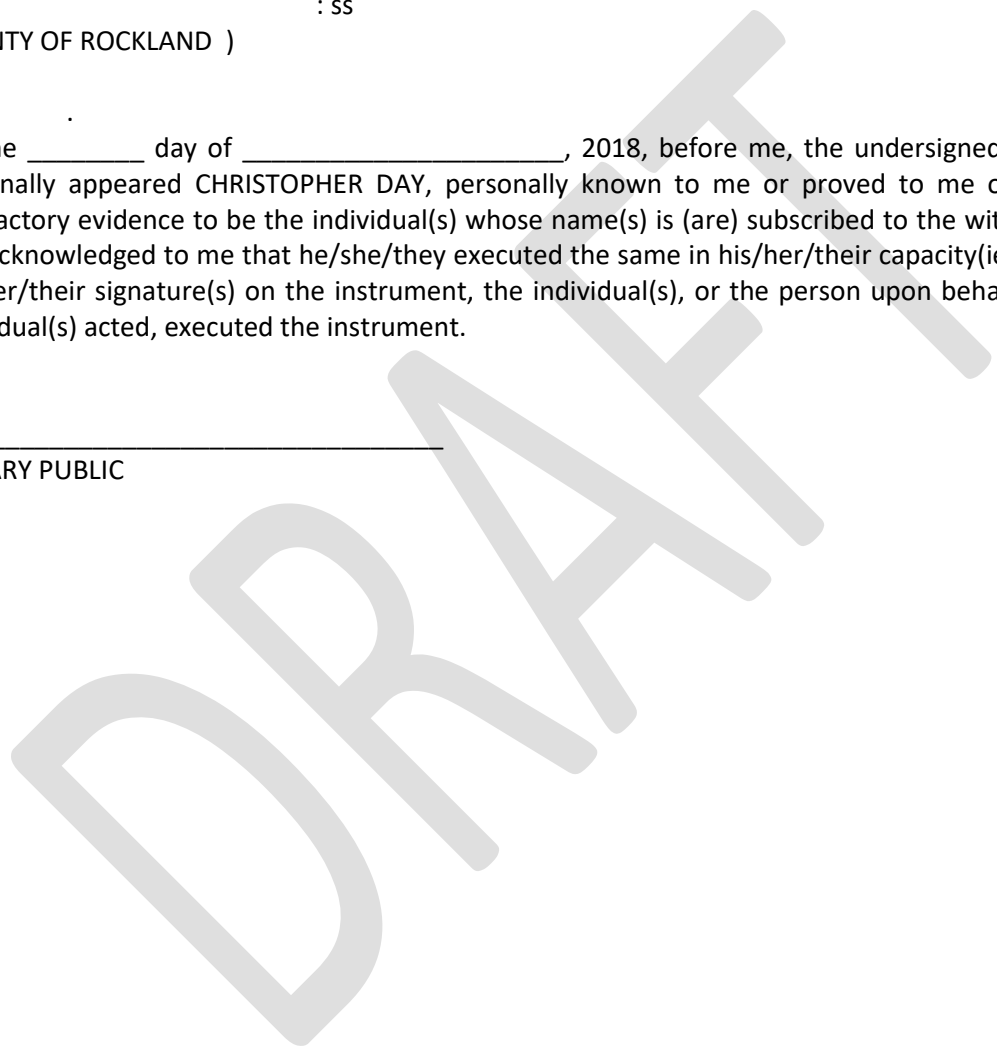
STATE OF NEW YORK)

: ss

COUNTY OF ROCKLAND)

On the _____ day of _____, 2018, before me, the undersigned notary public, personally appeared CHRISTOPHER DAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



Rocklands Tobacco Control

1. Rockland included vaping in their Clean Indoor Air Act.
2. Rockland increased the age to purchase tobacco products (Vaping included) to 21
3. Rockland County owned parks prohibit smoking and vaping.
4. Rockland County passed a disclosure law for multi-unit housing. Smoking restriction must be in the lease.
5. Rockland County was the first in NYS to ban tobacco products in pharmacies.
6. Rockland County passed a law prohibiting smoking in cars with anyone under the age of 18.
7. Rockland County playgrounds are smoke free.

What can we do to make things better? What can we do to help smokers quit and protect our youth from starting?

We can work together to bring awareness to tobacco issues and find solutions.

1. Prohibit smoking and vaping in public outdoor spaces, parks, pools, Village and Town Halls.
2. More smoke free multi-unit housing.
3. Restrict the number of tobacco retailers.
4. Implement a County tobacco tax in addition to the NYS tax.
5. Tobacco retailers need to be 1,000 feet from schools.
6. Prohibit tobacco coupons and multi pack discounts .

Survey results:

1. 80.8% favor a policy that would restrict smoking in worksite entryways.
2. 61.4% favor a policy that would prevent retailers from offering multi-pack discounts on cigarettes.
3. 70.7% favor a policy that would prohibit the display of tobacco products, so they are out of view of customers.
4. 62% favor a policy that would prohibit retailers from excepting tobacco coupons.
5. 62% favor a policy that would limit the number of stores that sell tobacco.
6. 72% favor a policy that prohibit the sale of tobacco products located near schools.

Rockland County has always been the lead in Tobacco Control and our survey shows that the residents are in favor of restricting tobacco.

OFFICE OF THE TOWN ATTORNEY
TOWN OF ORANGETOWN
TOWN HALL
26 ORANGEBURG ROAD
ORANGEBURG, NY 10962



ROBERT V. MAGRINO
TOWN ATTORNEY

TERESA M. KENNY
FIRST DEPUTY TOWN ATTORNEY

TELEPHONE
(845) 359-5100
FAX
(845) 359-2715

*** ATTORNEY CLIENT PRIVILEGED AND/OR CONFIDENTIAL COMMUNICATION
AND/OR ATTORNEY WORK PRODUCT ***

DATE: October 30, 2018

TO: Rosanna Sfraga, Town Clerk
Amanda Hyland, Confidential Assistant to Town Supervisor
Kimberly Allen, Administrative Secretary to the Supervisor

FROM: Richard S. Pakola, Deputy Town Attorney *ASP*

cc: All Town Board Members
Robert V. Magrino, Town Attorney
James Dean, Superintendent of Highways
Eamon Reilly, ~~DEME~~ Commissioner

RE: U.S. Information Systems Project Site Plan Performance Bond
Tax Lot Section 73.20 Block 1 Lot 26
35 West Jefferson Avenue, Pearl River, New York
Planning Board #17-51

Pursuant to the Planning Board approvals for the above referenced project, the applicant is required to post a performance bond in the amount of \$63,930.00 to ensure the completion of certain public improvements to be installed as part of the construction at the site.

I am hereby forwarding to you an Original Performance Bond Issued by Travelers, Bond No. 106952880 as surety on behalf of United States Information Systems, Inc. as principal and in favor of the Town of Orangetown, in the amount of \$63,930.00.

This is to request that you arrange to have the matter placed on the Town Board Workshop for Tuesday 11/13/2018 and the Regular Town Board Meeting scheduled for 11/27/2018 for the following resolution:

“WHEREAS, United States Information Systems, Inc. as developer of certain property located at 25 Ramland Road, Orangeburg, New York (Tax Lot 73.20 Block 1 Lot 26) applied for

and received site plan approval from the Town of Orangetown Planning for said property pursuant to Planning Board decision #17-51, and

WHEREAS, pursuant to the aforesaid approvals, the Planning Board required that the applicant post a Performance Bond in the amount of \$63,930.00 to ensure the construction and completion of certain public improvements pursuant to the aforesaid approvals, and

“WHEREAS, the applicant has submitted a fully executed Performance Bond dated September 28, 2018, issued by Travelers Casualty and Surety Company of America as Surety, on behalf of United States Information Systems, Inc., as principal, in the amount of \$63,930.00 naming the Town of Orangetown as beneficiary, to insure the completion of public improvements associated with the United States Information Systems, Inc. Site Plan, which Performance Bond has been approved as to form and substance by the Town Attorney’s Office,

“NOW BE IT RESOLVED THAT, the Town hereby formally accepts, receives and files with the Office of the Town Clerk a Performance Bond dated September 28, 2018 issued by Travelers Casualty and Surety Company of America as Surety, on behalf of United States Information Systems, Inc., as principal, in the amount of \$63,930.00 naming the Town of Orangetown as beneficiary, to insure the completion of public improvements associated with the United States Information Systems Site Plan no later than September 26, 2020 and said bond to be returned only upon satisfactory completion of said public improvements according to the terms of said Bond and Planning Board decision No. 17-51, any Town departments having jurisdiction thereof, and formal resolution of the Town Board.”

Please contact me if you have any questions or would like to discuss further. Thank you.

RECEIVED ORIGINAL BOND:

_____ Date: _____



AMOUNT: \$63,930.00

BOND NO. 106952880

SITE PLAN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, United States Information Systems, Inc., a New York Corporation, having an address at 35 West Jefferson Avenue, Pearl River, NY 10965, as "Principal", and Travelers Casualty and Surety Company of America, a Connecticut corporation authorized to do business in the State of New York, having an office at 10 Sentry Parkway Suite 300, Blue Bell, PA 19422, as "Surety," are held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York 10962, as "Obligee," in the full and just sum of Sixty Three Thousand Nine Hundred Thirty Dollars and 00/100 DOLLARS (\$63,930.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, PB#17-51 and PB#_____, as well as the Town of Orangetown Department of Environmental Management and Engineering (DEME), and Town specifications and requirements, at a certain site known as, "25 Ramland Road Site" located in the hamlet of Orangeburg, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 73.20, Block 1, Lot(s) 26; of which improvements shall be maintained and completed on or before 9/26/2020.

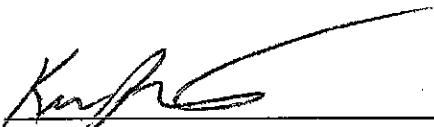
A copy of the DEME calculations and improvements to be completed and which the Principal is required to construct, install and/or maintain, along with a copy of the Planning Board decisions requiring same are annexed hereto and incorporated herein as part and parcel of this agreement by reference.

Surety hereby waives notice, or the right to receive notice, of any extension of time which may be granted by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall carry out all terms of said agreement and perform all the work as set forth herein, including but not limited to the construction, installation and maintenance of the improvements set forth in the attachments hereto and the requirements and/or approval of any Town agency having jurisdiction over the construction, installation, inspection and/or maintenance of any such improvements, all within the time set forth in said agreement and/or herein, then, upon, and only upon, the adoption of a Resolution by the Obligee's Town Board releasing Principal and Surety from its obligations hereunder, this obligation shall be null and void; otherwise to remain in full force and effect withstanding anything to the contrary set forth herein and/or in said agreement.

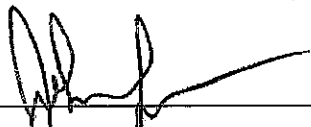
SIGNED, SEALED AND DATED AS OF THIS 28th day of September, 2018.

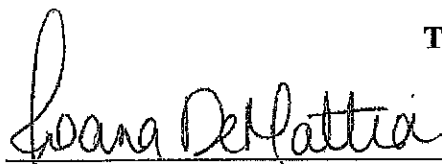
WITNESS/ATTEST:


Name, Title Keith P Boschetti
VP of Finance

PRINCIPAL:

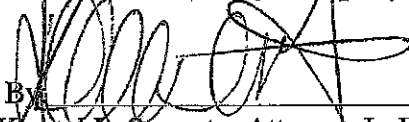
United States Information Systems, Inc.

By: 
Name, Title John R. Laguna, Treasurer
(duly authorized)


Joana DeMattia, Witness as to Surety
(Type Name and, if applicable, Title)

SURETY:

Travelers Casualty and Surety Company of America

By: 
Krystal L. Stravato, Attorney-In-Fact
(Title)Attorney-in-Fact or Officer Title
(duly authorized)

Page 2 of 2
[Acknowledgment within New York State - Principal]

STATE OF NEW YORK)
)ss.:
COUNTY OF Rockland)

On the 28 day of September, in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared John R. Laguna, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires: 3-31-19

Linda Felice
Notary Public
[Affix Notary Stamp or Seal]

[Acknowledgment within New York State - Surety]

LINDA FELICE
Notary Public - State of New York
No. 01FE5075191
Qualified in Orange County
My Commission Expires Mar 31, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On the _____ day of September, in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

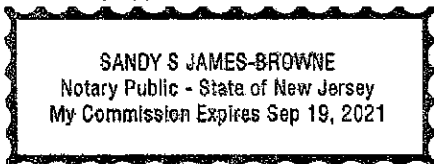
My Commission Expires: _____


Notary Public
[Affix Notary Stamp or Seal]

[OUTSIDE NEW YORK STATE ACKNOWLEDGMENT OF
ATTORNEY-IN-FACT-FOR SURETY]

STATE OF NEW JERSEY)
COUNTY OF MORRIS)ss.:

On the 28th day of September, in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Krystal L. Stravato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who being by me duly sworn, did say that he/she is the aforesaid Attorney-in-Fact of Travelers Casualty and Surety Company of America, a Connecticut corporation and the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that it was affixed by authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority; and the aforesaid Attorney-in-Fact acknowledged said instrument to be the free act and deed of, and binding upon, said corporation.




Notary Public
(Affix Notarial Seal or Stamp)

My Commission Expires:

(If Attorney-in-Fact for Surety, annex Surety's authenticated Power of Attorney and Certificate of Authority to execute as such.)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Krystal L. Stravato** of **WHIPPANY New Jersey**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.


By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **September**, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,626,346	UNEARNED PREMIUMS	\$ 920,410,346
BONDS	3,372,829,396	LOSSES	820,833,807
STOCKS	328,030,813	LOSS ADJUSTMENT EXPENSES	181,114,296
INVESTMENT INCOME DUE AND ACCRUED	38,230,403	COMMISSIONS	42,188,100
OTHER INVESTED ASSETS	2,041,903	TAXES, LICENSES AND FEES	13,242,950
PREMIUM BALANCES	235,709,938	OTHER EXPENSES	42,889,178
NET DEFERRED TAX ASSET	46,322,463	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,313,124
REINSURANCE RECOVERABLE	23,906,019	REMITTANCES AND ITEMS NOT ALLOCATED	82,545,307
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	20,555,872	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	35,924,038
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	21,488,218	RETROACTIVE REINSURANCE RESERVE ASSUMED	793,039
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,635	POLICYHOLDER DIVIDENDS	9,857,423
OTHER ASSETS	6,795,705	PROVISION FOR REINSURANCE	5,066,341
		ADVANCE PREMIUM	1,255,758
		ESCHEAT LIABILITY	637,143
		PAYABLE FOR SECURITIES LENDING	20,555,872
		CEDED REINSURANCE NET PREMIUMS PAYABLE	36,704,062
		OTHER ACCRUED EXPENSES AND LIABILITIES	666,489
		TOTAL LIABILITIES	\$ 2,216,124,273
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,570,352,667
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,018,636,327
TOTAL ASSETS	\$ 4,232,750,539	TOTAL LIABILITIES & SURPLUS	\$ 4,232,750,539

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

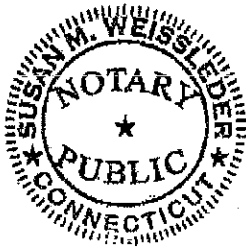
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

Michael J. Doody
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 18TH DAY OF MARCH, 2018

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSELER
 Notary Public
 My Commission Expires November 30, 2022



Other Business: U.S. Information Systems Site Plan

Recommendation to the Town Board to Establish the Term and Value of the Performance Bond

September 26, 2018

Page 1 of 2

**TO: Joseph Ceva, USIS, 35 West Jefferson Avenue, Pearl River,
New York 10965**
FROM: Town of Orangetown Planning Board

RE: U.S. Information Systems Performance Bond: The application of U.S. Information Systems, owner, to establish the Value and Term of the Performance Bond at a site known as "**U.S. Information Systems Site Plan**", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 25 Ramland Road, Orangeburg, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 73.20, Block 1, Lot 26 in the LIO zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, September 26, 2018**, at which time the Board made the following determinations:

The Board received the following communication:

1. An interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated September 20, 2018.

The hearing was then opened to the Public.

There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by Michael Mandel and second by Bruce Bond and carried as follows: Thomas Warren, Chairman, aye; William Young, Vice Chairman, absent; Kevin Garvey, aye; Blythe Yost, aye, Bruce Bond, aye; Michael Mandel aye; Stephen Sweeney, aye; and Robert Dell, aye.

RECOMMENDATION: In view of the foregoing, the Planning Board Recommends to the Town of Orangetown Town Board that the value and term of the Performance Bond be established in accordance with the interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated September 20, 2018.

Other Business: U.S. Information Systems Site Plan

Recommendation to the Town Board to Establish the Term and Value of the Performance Bond

September 26, 2018
Page 2 of 2

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before September 26, 2020, and Subject to the Following Conditions:

<u>ITEM</u>	<u>COST</u>
Driveway Openings	\$ 8,400.00
As-Built Drawings	\$ 1,800.00
Storm Drainage	\$ 11,675.00
Soil Erosion & Sediment Control	\$ 31,400.00
Sub-Total	\$ 53,275.00
Administrative Close-out (20% of Sub-Total)	\$ 10,655.00
<u>Total Bond</u>	<u>\$ 63,930.00</u>

Inspection Fee (3% of Sub-Total
of original bond amount) \$ 1,598.25

To be submitted to DEME prior to the onset of construction.

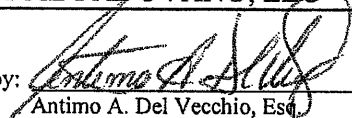
All Bonds are to conform to current town regulations.

The foregoing Resolution was made and moved by Michael Mandel and seconded by Bruce Bond and carried as follows: Thomas Warren, Chairman, absent; William Young, Vice Chairman, absent; Kevin Garvey, aye; Blythe Yost, aye, Bruce Bond, aye; Michael Mandel aye; Stephen Sweeney, aye; and Robert Dell, aye.

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

Dated: September 26, 2018
Cheryl Coopersmith
Town of Orangetown Planning Board

Record and Return to:
Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
50 Chestnut Ridge Road
Montvale, New Jersey 07645
(201) 573-1810

BEATTIE PADOVANO, LLC
Prepared by: 
Antimo A. Del Vecchio, Esq.

DEED OF DEDICATION

Block 1, Part of Lot 24, Section 77.15

Town of Orangetown, New York

(Right-of-Way Dedication)

This Deed of Dedication is made on September 8, 2017

BETWEEN: LANDMARK TAPPAN, LLC, a New Jersey Limited Liability Company having offices at 392 Main Street, Wyckoff, New Jersey 07481, hereinafter collectively referred to as the "Grantor",

AND: TOWN OF ORANGETOWN, having offices at Town Hall, 26 West Orangeburg Road, Orangetown, New York 10962, hereinafter referred to as the "Grantee."

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. That for and in consideration of less than One (\$1.00) Dollar by the Grantee to the Grantor in hand paid, receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, sell and convey unto the Grantee, its successors and assigns the portion of real estate described herein for road widening including the installation of utilities and sidewalks.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Town of Orangetown, formally designated as Block 1, Lot 24, Section 77.15.

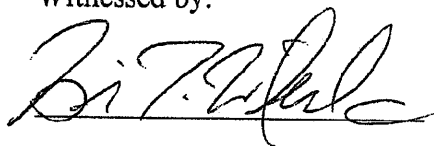
Property. The Property consists of the land and all building and structures on the land as they currently exist, as described below, in the Town of Orangetown, County of Rockland and State of New York. This dedication is made pursuant to action taken by the Orangetown Planning Board in connection with the re-subdivision of the Property. The legal description of the land for this Road Widening/Right of Way Dedication is granted as described in **Exhibit "A"** attached hereto and made a part hereof.

SWIS CODE 392489
SECTION 77.15
BLOCK 1
LOT 24

SUBJECT to covenants, easements and restrictions of record affecting said Property, sub-surface conditions, all governmental laws, ordinances and regulations regarding the use of said Property and any and all facts which would be disclosed by a complete and accurate survey and title search.

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested by its proper corporate officers and its corporate seal is affixed.

Witnessed by:



LANDMARK TAPPAN, LLC


BY: 

Name: Thomas Tourso
Title: Managing Member

ACKNOWLEDGMENT

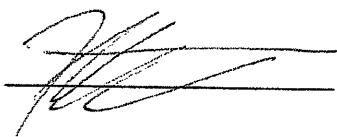
STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

On the day 8 of September in the year 2017, before me personally appeared Thomas Tourso, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he is a duly authorized member of Landmark Tappan, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.



Thomas Tourso

Sworn and subscribed to
before me this 8 day of
September, 2017



NOVEMBER 16, 2015
GSG PROJECT NO. G13165

METES & BOUNDS DESCRIPTION
PROPOSED RIGHT OF WAY DEDICATION TO THE TOWN OF ORANGETOWN,
PART OF LOT 24, BLOCK 1, SECTION 77.15
TAPPAN (TOWN OF ORANGETOWN)
ROCKLAND COUNTY, STATE OF NEW YORK

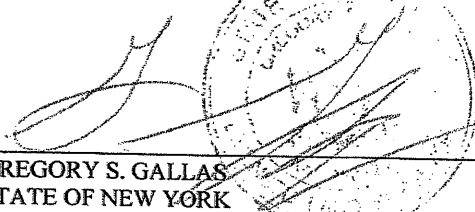
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF OAK TREE ROAD, WHERE THE SAME IS INTERSECTED BY A NEW LINE DIVIDING LOT 25 AND LOT 24, BLOCK 1, SECTION 77.15, SAID POINT BEING DISTANT THE FOLLOWING COURSES FROM THE SOUTHERLY END OF A LINE CONNECTING SAID WESTERLY LINE OF OAK TREE ROAD WITH THE SOUTHEASTERLY LINE OF NEW YORK STATE HIGHWAY ROUTE 303:

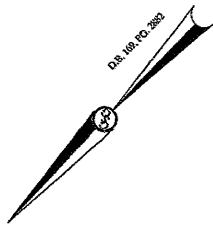
- A) SOUTH 43 DEGREES - 45 MINUTES - 00 SECONDS EAST, A DISTANCE OF 192.72 FEET TO A POINT, THENCE;
 - B) NORTH 46 DEGREES - 15 MINUTES - 00 SECONDS EAST, A DISTANCE OF 9.30 FEET TO A POINT, THENCE;
 - C) SOUTH 43 DEGREES - 45 MINUTES - 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT AND PLACE OF BEGINNING AND FROM SAID BEGINNING POINT RUNNING, THENCE;
1. ALONG A LINE DIVIDING NEW LOT 24 AND NEW LOT 25, BLOCK 1, SECTION 77.15, SOUTH 46 DEGREES - 15 MINUTES - 00 SECONDS WEST, A DISTANCE OF 9.30 FEET TO A POINT, THENCE;
 2. ALONG THE NEW WESTERLY LINE OF OAK TREE ROAD, NORTH 43 DEGREES - 45 MINUTES - 00 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT, THENCE;
 3. ALONG THE FORMER DIVIDING LINE OF LOT 24 AND LOT 25, BLOCK 1, SECTION 77.15, NOW DELETED, NORTH 46 DEGREES - 15 MINUTES - 00 SECONDS EAST, A DISTANCE OF 9.30 FEET TO THE FORMER WESTERLY LINE OF OAK TREE ROAD, THENCE;
 4. CONTINUING ALONG SAID FORMER WESTERLY LINE OF OAK TREE ROAD, SOUTH 43 DEGREES - 45 MINUTES - 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 465 SQUARE FEET OR 0.0107 ACRE

GALLAS SURVEYING GROUP


GREGORY S. GALLAS
STATE OF NEW YORK
PROFESSIONAL LAND SURVEYOR NO. 50124

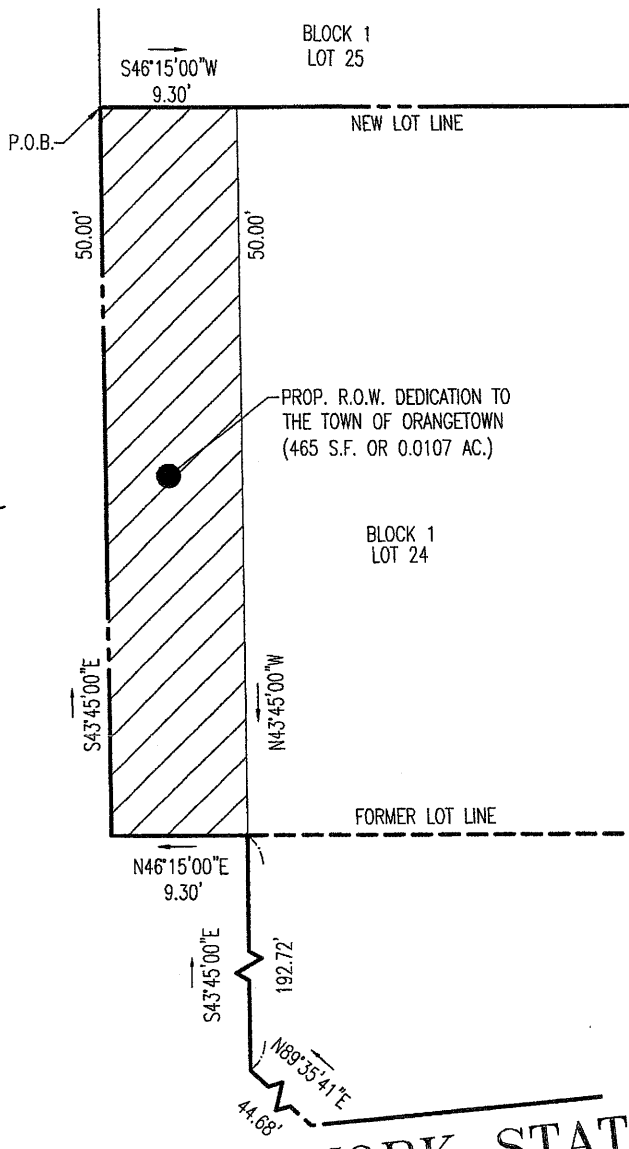
11/16/15
DATE



OAK TREE ROAD



(ASPHALT ROADWAY)



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

**NEW YORK STATE
ROUTE 303**

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

		171 CHURCH LANE NORTH BRUNSWICK, NJ 08902 TELE: 732-422-6700 FAX: 732-940-8786 www.gallassurvey.com		PROPOSED R.O.W. DEDICATION FOR LOT 24, BLOCK 1, SECTION 77.15 81 NYSR 303 @ OAK TREE ROAD TAPPAN TOWN OF ORANGETOWN ROCKLAND COUNTY, STATE OF NEW YORK	
DATE	SCALE	DRAWN:	CHECKED:		
11-16-2015	1"=10'	K.G.G.	G.S.G.		
FIELD DATE	FIELD BOOK	PAGE	FIELD CREW		
10-12-2015	49	96	M.S.J.V.		
FILE NO.:		DRAWING NAME/SHEET NO.		DATE	
G13165		G13165 1 OF 1		GREGORY S. GALLAS NEW YORK PROFESSIONAL LAND SURVEYOR #111615 11/16/15	

Record and Return to:
Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
50 Chestnut Ridge Road
Montvale, New Jersey 07645
(201) 573-1810

BEATTIE PADOVANO, LLC
Prepared by: *Antimo A. Del Vecchio*
Antimo A. Del Vecchio, Esq.

**NON-EXCLUSIVE
DEED OF EASEMENT
FOR BUS SHELTER**

This Deed of Dedication is made on September 9, 2017

BETWEEN: LANDMARK TAPPAN, LLC, a New Jersey Limited Liability Company having offices at 392 Main Street, Wyckoff, New Jersey 07481, hereinafter collectively referred to as the "Grantor",

AND: TOWN OF ORANGETOWN, having offices at Town Hall, 26 West Orangeburg Road, Orangetown, New York 10962, hereinafter referred to as the "Grantee."

1. **Grant of Easement**

A. **Perpetual Rights.** The Grantor grants to the Grantee a perpetual non-exclusive bus shelter easement (herein "Easement") through, over, upon, under, in and across the property described in metes and bounds as set forth in **Exhibit "A"** annexed hereto (herein the "Easement Area").

B. **Purpose of Easement.** This Easement shall be solely for the construction, maintenance, repair and use of the Easement Area for a single bus shelter not exceeding ten (10) feet in height (hereinafter the "Facilities") with the perpetual

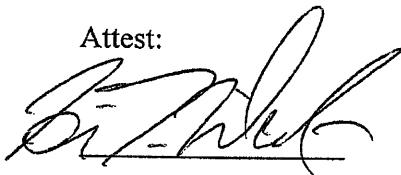
SWIS CODE 392489
SECTION 77.15
BLOCK 1
LOT 24

right to construct, reconstruct, operate, inspect, protect, repair or replace all Facilities constructed within the Easement Area.

2. **Consideration.** This Deed is made for valuable consideration of \$1.00 Dollar(s), the receipt and sufficiency of which are hereby acknowledged by Grantor.
3. **Tax Map Reference.** (N.J.S.A. 46:15-2.1) Town of Orangetown, formally designated as Block 1, Lot 24, Section 77.15.
4. **Property.**
 - A. The Property consists of the land and all building and structures on the land as they currently exist, as described below, in the Town of Orangetown, County of Rockland and State of New York. This dedication is made pursuant to action taken by the Orangetown Planning Board in connection with the re-subdivision of the Property. The legal description of the land for this Non-Exclusive Bus Shelter Easement is granted as described in **Exhibit "A"** attached hereto and made a part hereof.
 - B. Subject to covenants, easements and restrictions of record affecting said Property, sub-surface conditions, all governmental laws, ordinances and regulations regarding the use of said Property and any and all facts which would be disclosed by a complete and accurate survey and title search.
5. **Conditions.** This Easement is subject to the following terms, conditions and limitations:
 - A. The Grantee, its servants, employees and agents shall exercise their best efforts to minimize any disturbance or negative impact upon Grantor and its tenants.


- B. The grant of this Easement is conditioned upon Grantee's prompt and complete repair of any damage to Grantor's real property and/or improvements occasioned by any entry and/or activity pursuant to this Easement and to the prompt and complete restoration of Grantor's property, at Grantee's sole cost and expense, to the same condition prior to entry.
 - C. Grantee shall indemnify, defend and hold harmless Grantor and its tenants, employees, members, officers, representatives, agents and affiliates from and against any loss, costs, claims or liabilities arising in connection with the Easement, the Easement Area, the Facilities and/or any use or misuse thereof by Grantee, its agents, employees, representatives or affiliates, or any third party. Grantee represents and covenants that this has and will continue to maintain reasonable and adequate insurance coverage in connection with the above indemnity.
6. **Maintenance.**
- A. Grantee shall be responsible, at its sole cost and expense, for the construction, repair, maintenance, replacement and reconstruction of all "Facilities" that it constructs in the Easement Area. In the event Grantee shall wish to perform any maintenance or repair, other than usual and customary maintenance, Grantee shall provide reasonable prior written notice to Grantor.
 - B. Grantee shall maintain and repair the sidewalks, handicapped ramps and grass and/or landscape areas, if any, in the Easement Area, and keep same in good condition, at the sole cost and expense of the Grantee.

7. **Who is Bound.** The terms and conditions of this Deed are legally binding upon the Parties and shall inure to the benefit of the respective successors and/or assigns of Grantor and Grantee.
8. **Modification of Deed.** Any modification of this Deed or additional obligation assumed by either party in connection with this Deed shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Attest:


Date: 9/8/17


LANDMARK TAPPAN, LLC

BY: 
 Name: Thomas Tourso
 Title: Managing Member


ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS:
 COUNTY OF BERGEN)

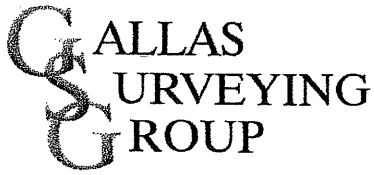
On the day 8 of September in the year 2017, before me personally appeared Thomas Tourso, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he is a duly authorized member of Landmark Tappan, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.


 Thomas Tourso

Sworn and subscribed to
 before me this 8 day of
September, 2017



KYLE C. STAR
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50055456
 My Commission Expires 2/23/2022



2865 U.S. Route 1
North Brunswick, NJ 08902
Tele: 732-422-6700
Fax: 732-940-8786
www.gallassurvey.com

November 17, 2015
Revised: November 14, 2016
GSG PROJECT NO. G13165

METES & BOUNDS DESCRIPTION
PROPOSED SHELTER EASEMENT PART OF LOT 24, BLOCK 1, SECTION 77.15
TAPPAN (TOWN OF ORANGETOWN)
ROCKLAND COUNTY, STATE OF NEW YORK


ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF OAK TREE ROAD, SAID POINT BEING DISTANT SOUTH 43 DEGREES – 45 MINUTES – 00 SECONDS EAST, A DISTANCE OF 55.90 FEET FROM THE SOUTHERLY END OF A LINE CONNECTING THE WESTERLY LINE OF OAK TREE ROAD WITH THE SOUTHEASTERLY LINE OF NEW YORK STATE HIGHWAY ROUTE 303 AND FROM SAID BEGINNING POINT RUNNING, THENCE;

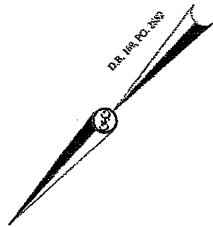
1. ALONG SAID WESTERLY LINE OF OAK TREE ROAD, SOUTH 43 DEGREES - 45 MINUTES – 00 SECONDS EAST, A DISTANCE OF 12.00 FEET TO A POINT, THENCE; RUNNING THROUGH LOT 24 THE FOLLOWING THREE COURSES:
2. SOUTH 46 DEGREES – 15 MINUTES – 00 SECONDS WEST, A DISTANCE OF 4.00 FEET TO A POINT, THENCE;
3. NORTH 43 DEGREES – 45 MINUTES – 00 SECONDS WEST, A DISTANCE OF 12.00 FEET TO A POINT, THENCE;
4. NORTH 46 DEGREES – 15 MINUTES – 00 SECONDS EAST, A DISTANCE OF 4.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 48 SQUARE FEET OR 0.0011 ACRE

GALLAS SURVEYING GROUP


 GREGORY S. GALLAS
 STATE OF NEW YORK
 PROFESSIONAL LAND SURVEYOR NO. 50124

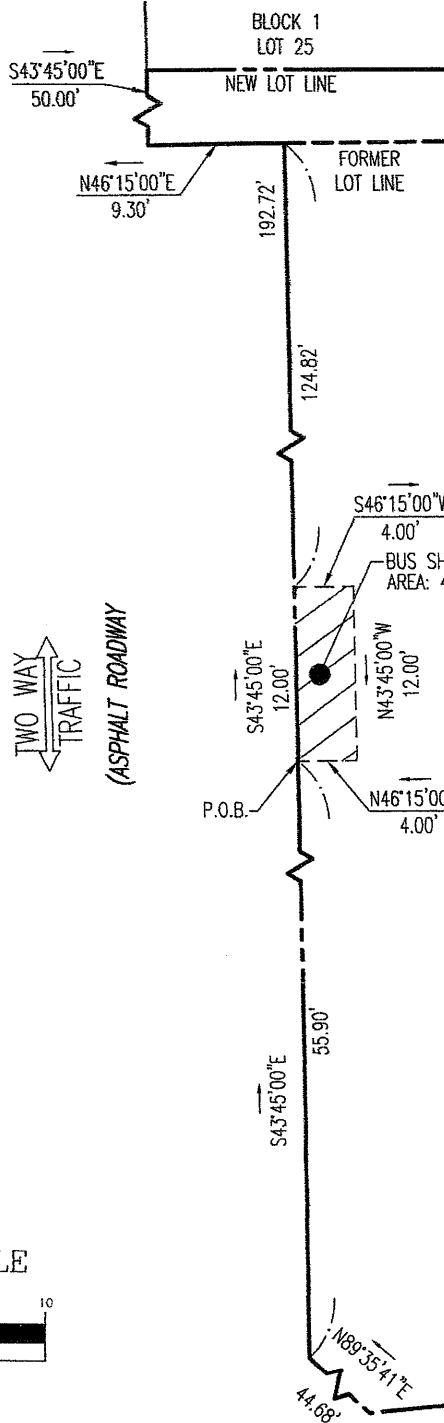
11/14/16
DATE



OAK TREE ROAD

TWO WAY TRAFFIC

(ASPHALT ROADWAY)



BLOCK 1
LOT 24

GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

NEW YORK STATE ROUTE 303

1	REVISE BUS SHELTER EASEMENT	K.G.G.	11-14-16
No.	DESCRIPTION OF REVISION	DRAWN:	DATE

**GALLAS
SURVEYING
GROUP**

2865 US ROUTE 1
NORTH BRUNSWICK, NJ 08902
TELE: 732-422-6700
FAX: 732-940-8786
www.gallasurveying.com

**PROPOSED SHELTER EASEMENT FOR
LOT 24, BLOCK 1, SECTION 77.15**

81 NYSR 303 @ OAK TREE ROAD
TAPPAN TOWN OF ORANGETOWN
ROCKLAND COUNTY, STATE OF NEW YORK

DATE	SCALE	DRAWN:	CHECKED:
11-16-2015	1"=10'	K.G.G.	G.S.G.
FIELD DATE	FIELD BOOK	PAGE	FIELD CREW
10-12-2015	49	96	M.S./J.V.
FILE NO.:	DRAWING NAME/SHEET NO.		
G13165	G13165 1 OF 1		

NOT VALID UNLESS SIGNED AND SEALED IMPRESSION FOR BLUE INK SEAL

GREGORY S. GALLAS
NEW YORK PROFESSIONAL LAND SURVEYOR

DATE: 11/14/16

PB#18-37: Walgreens Site Plan – Recommendation to the Town Board to Release the Performance Bond

**Town of Orangetown Planning Board Recommendation
October 10, 2018
Page 1 of 2**

TO: David Hellman, Landmark Tappan, LLC, 392 Main Street,
Wyckoff, New Jersey 07481

FROM: Town of Orangetown Planning Board

RE: Walgreens Performance Bond: The application of Landmark Tappan, applicant for Super Power, Inc., owner, for a Recommendation to the Town Board to Release the Performance Bond at a site known as “Walgreens Performance Bond”, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown. The site is located at 81 Route 303, Tappan, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 77.15, Block 1, Lot 24/25 in the CS & CO zoning districts.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, October 10, 2018**, at which time the Board made the following determinations:

David Hellman appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated October 3, 2018.
2. An Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated October 9, 2018.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated September 25, 2018, and from the Highway Department, signed by James Dean, Superintendent of Highways, dated September 26, 2018.
4. A letter from David Hellman, Project Manager, Landmark Tappan, LLC, dated September 20, 2018, with an attachment of the Performance Bond.
5. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated November 9, 2015, with an attachment of the “Other Business” Recommendation to the Town Board to Establish Value and Term of the Performance Bond, dated November 9, 2015.
6. A copy of the Performance Bond, in the amount of \$176,622.00, Bond No. S-301082.

RECOMMENDATION: In view of the foregoing, the Planning Board Recommended to the Town of Orangetown Town Board to Release the Performance Bond.

TOWN CLERK'S OFFICE

2018 OCT 26 P 2:16

TOWN OF ORANGETOWN

**PB#18-37: Walgreens Site Plan -- Recommendation to the Town Board to
Release the Performance Bond**

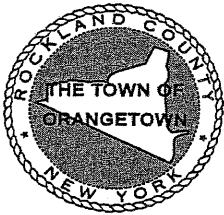
**Town of Orangetown Planning Board Recommendation
October 10, 2018
Page 2 of 2**

The foregoing Resolution was made and moved by Kevin Garvey and seconded by William Young and carried as follows: Thomas Warren, Chairman, aye; William Young, Vice Chairman, aye; Michael Mandel, absent; Blythe Yost, aye; Stephen Sweeney, aye; Robert Dell, absent, Kevin Garvey, aye and Bruce Bond, aye.

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

Dated: October 10, 2018 *Cheryl Coopersmith*
Cheryl Coopersmith
Chief Clerk Boards and Commissions

TOWN OF ORANGETOWN
2018 OCT 26 P 2:16
TOWN CLERK'S OFFICE



Department of Environmental Management and Engineering
Town of Orangetown

RECEIVED
SEP 25 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951
September 25, 2018

Planning Board
Town of Orangetown
1 Greenbush Road
Orangeburg, New York 10962
Attn: Cheryl Coopersmith, Chief Clerk

Re: Walgreens Site Plan
Performance Bond Release

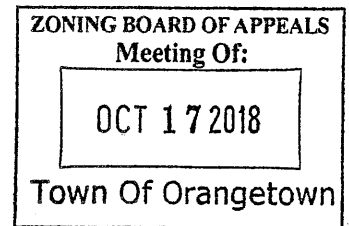
(YY-MM-Tax Lot #)**
Tracking # 15-11-77:15:24 & 25
Bond Amount \$ 176,622.00

Gentlemen:

Please be advised that all of the requirements of our respective Departments have been completed/ satisfied and we therefore recommend the release of the Performance Bond for the above referenced project.

<u>Department</u>	<u>Signature</u>	<u>Date</u>
Engineering Department	 Eamon Reilly, P.E. Commissioner	<u>09-25-2018</u>
Highway Department	 James J. Dean, Superintendent	<u>9-26-18</u>
Sewer Department	 Eamon Reilly, P.E. Commissioner	<u>09-25-2018</u>

cc: Town Attorney
J. Slavin
R. Sfraga
Highway file
Sewer file



* Copies of completed form to be sent to all signees'
** Year and month are from Planning Board decision establishing Performance Bond,
tax lot # is of site prior to subdivision of lot.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Donald W Daves, Thomas V Perna, Patrick O Perna, Jennifer L Fugate its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company, the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

B. R. Fox
Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval,

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.

Tasha Palfot



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 19th day of November, 2015.

Brian J Beggs

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



NGM INSURANCE COMPANY

AMOUNT: \$176,622.00

BOND NO.S-301082

SITE PLAN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, Landmark Tappan, LLC a Limited Liability Company, having an address at 392 Main Street, Wyckoff, NJ 07481, as "Principal", and NGM Insurance Company, a Florida corporation authorized to do business in the State of New York, having an office at 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32246, as "Surety," are held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York 10962, as "Obligee," in the full and just sum of One Hundred Seventy-Six Thousand, Six Hundred Twenty-Two & No/100 DOLLARS (\$176,622.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, PB#15-22 and PB#14-24, ZBA#15-24 as well as the Town of Orangetown Department of Environmental Management and Engineering (DEME), and Town specifications and requirements, at a certain site known as, "Walgreens Site" located in the hamlet of Tappan, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 77.15, Block 1, Lot 24; of which improvements shall be maintained and completed.

A copy of the DEME calculations and improvements to be completed and which the Principal is required to construct, install and/or maintain, along with a copy of the Planning Board decisions requiring same are annexed hereto and incorporated herein as part and parcel of this agreement by reference.

Surety hereby waives notice, or the right to receive notice, of any extension of time which may be granted by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall carry out all terms of said agreement and perform all the work as set forth herein, including but not limited to the construction, installation and maintenance of the improvements set forth in the attachments hereto and the requirements and/or approval of any Town agency having jurisdiction over the construction, installation, inspection and/or maintenance of any such improvements, all within the time set forth in said agreement and/or herein, then, upon, and only upon, the adoption of a Resolution by the Obligee's Town Board releasing Principal and Surety from its obligations hereunder, this obligation shall be null and void; otherwise to remain in full force and effect withstanding anything to the contrary set forth herein and/or in said agreement.

SIGNED, SEALED AND DATED AS OF THIS 19th day of November, 2015

WITNESS/ATTEST:

Tom Touroso Partner
(Type Name and, if applicable, Title)

Landmark Tappan, LLC

By: Laurence Liebowitz
Laurence Liebowitz, (Managing Member)

NGM Insurance Company


Donald W. Daves
(Type Name and, if applicable, Title)

By: Donald W. Daves
Donald W. Daves, Attorney-in-fact

[OUTSIDE NEW YORK STATE ACKNOWLEDGMENT OF
ATTORNEY-IN-FACT-FOR SURETY]

STATE OF New Jersey)
COUNTY OF Bergen)ss.:

On the 19th day of November, in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald W. Daves, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who being by me duly sworn, did say that he/she is the aforesaid Attorney-in-Fact of NGM Insurance Company, a Florida corporation and the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that it was affixed by authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority; and the aforesaid Attorney-in-Fact acknowledged said instrument to be the free act and deed of, and binding upon, said corporation.


Jennifer L. Fugate, Notary Public
(Affix Notarial Seal or Stamp)

My Commission Expires: 12/05/2017

(If Attorney-in-Fact for Surety, annex Surety's authenticated Power of Attorney and Certificate of Authority to execute as such.)

JENNIFER FUGATE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 5, 2017

**[OUTSIDE NEW YORK STATE ACKNOWLEDGMENT
OF OFFICER OF CORPORATE SURETY]**

STATE OF _____ }
 } ss:
COUNTY OF _____ }

On the _____ day of _____, in the year of 2002, before me, the undersigned, a Notary Public in and for State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who being by me duly sworn, did say that he/she is the _____ of _____, a _____ corporation and the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority.

Notary Public
(Affix Notarial Seal of Stamp)

My Commission Expires:



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 13, 2015, the following officers were elected and remain in office:

THOMAS M. VAN BERKELCHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 STEVEN J. PEETERS.....EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER
 JEFFREY B. KUSCH, ANTONIA M. PORTERFIELD
 MICHAEL D. LANCASHIRE, SENIOR VICE PRESIDENTS
 BRUCE R FOXVICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 BRIAN J. BEGGS, DANIEL J. GAYNOR, DAVID S. MEDVIDOFSKY,
 JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY..... VICE PRESIDENTS
 AMY J. FREDERICKVICE PRESIDENT & CHIEF INFORMATION OFFICER
 THOMAS T. FRAZIER.....VICE PRESIDENT & CHIEF INVESTMENT OFFICER
 DEAN P. DORMAN..... VICE PRESIDENT & CHIEF ACTUARY
 CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,
 LISA MURMAN, RONALD PROFAIZER, CHRISTOPHER COX..... ASSISTANT VICE PRESIDENTS
 TIMOTHY O. MUZZEY ASSISTANT VICE PRESIDENT/ACTUARY
 KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE,
 NANCY PALMISANO, MICHELE SEYMOUR, ALICE MORIARTY,
 JEFFREY PRICE, DARRYL OSMAN ASSISTANT SECRETARIES

REGIONAL PRESIDENTS (Appointed)

MARK BERGER..... REGIONAL PRESIDENT, NORTHEAST REGION
 STEVE BERRY.....REGIONAL PRESIDENT, NEW ENGLAND REGION
 GREGG EFFNER.....REGIONAL PRESIDENT SOUTHEAST REGION
 TIFFANY DALY.....REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2014.

ADMITTED ASSETS

Bonds at Amortized Values \$1,408,509,937
 Stocks at Market Value..... 356,781,374
 First Mortgage Loans 16,815,311
 Real Estate 4,144,352
 Cash in Office and Banks 21,286,621
 Short-Term Investments 9,745,109
 Agent's Balance (Less than 90 Days) 235,581,413
 Accrued Interest 13,170,198
 Other Assets 248,366,460
TOTAL ADMITTED ASSETS \$2,314,400,775

LIABILITIES

Reserve for Losses \$626,387,827
 Reserve for Loss Adjustment Expenses 117,691,918
 Reserve for Unearned Premiums 467,003,904
 Reserve for Other Underwriting Expenses 38,111,526
 Reserve for Taxes, Licenses, and Fees 9,878,431
 Loss Drafts in Transit 25,605,714
 Other Liabilities 61,499,712
 Total Liabilities 1,346,179,032
 Policyholders' Surplus 968,221,743
TOTAL \$2,314,400,775

Securities as deposited by law, included above = \$ 11,725,769

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and Sworn to before me on this 17th day of March, 2015



IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 17th day of March, 2015



Quotation *by St. Croix Sensory, Inc.*



Company: **Town of Orangetown**
 Attn: **Jane Slavin**
 Address: **20 Greenbush Road**

 City, State: **Orangeburg, NY 10962**
 Tel: **(845)359-8410 x4302**
 E-mail **jslavin@orangetown.com**

Quotation (RMA) No: 18295141
 Date Issued: 10.22.18

<i>Service/Product Description</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
Nasal Ranger® Field Olfactometer (P/N: NR0001) Package includes: (1) 1-NR, 4-Odor Filter Cartridges, 1-Mask w/Check Valves and Comfort Seal, 10-Comfort Seals, 10-Mask Wipes, 1-Shoulder Strap, 1-Carrying Bag, 4-Mask O-rings, 1-Barrel Brush, 1-Operations Manual; (2) 1-NR Training Access Code; (3) Odor Track'r 6 mo Subscription. UPS Ground Shipping Included within US	1	\$2,750.00	\$2,750.00

Prepared by: Marny Stebbins

\$2,750.00
All prices in U.S. Dollars

Terms: Net 30

Comments:

7% discount off laboratory evaluations if payment is made by credit card at time of order.

A service charge of 1.5% per month, 18% APR, will be added to balances over 60 days old. Please read the *Laboratory Services Terms & Conditions* .

Quote good for 60 days & Confidential

St. Croix Sensory, Inc. 1150 Stillwater Blvd N. Stillwater, MN 55042 U.S.A. Tel:800-879-9231 Fax:651-439-1065
 Email:stcroix@fivesenses.com Web:www.fivesenses.com

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

Orangetown Representative
R.C. Soil & Water Conservation Dist.-Chairman
Member:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County



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

Memorandum

Date: November 7, 2018

To: Town Board

From: James J. Dean, Superintendent of Highways

Re: Declare Surplus – Highway Department Equipment

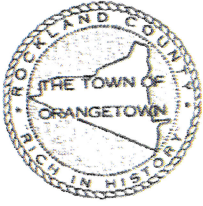
Approve for Surplus/Highway Department

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

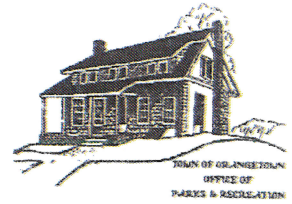
2006	Komatsu FG25T-14 forklift	591564A
2009	Morbark M18R wood chipper	4S8SZ19139W051531
2004	Tarco Windy-400 leaf machine	LW1914A8597L02
2004	Tarco Windy-400 leaf machine	LW1914A8598L02
2007	Trackless MT5TD multi-purpose	3528
2004	Freightliner FC-80/ Tymco 600	1FVAB6BV64DN04453
2008	Ford F550 Mason truck	1FDAF57R18EE10806

kj





TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGETOWN, NY 10962
(845) 359-6503



SHOWMOBILE RESERVATION PROCEDURES Town of Orangetown, Orangeburg NY

The Town of Orangetown through the Parks & Recreation Department supports a variety of non-profit organization community events. Priority scheduling is given to Orangetown Parks & Recreation events and then Town of Orangetown Department requests.

Due to the Orangetown Summer Concert Series the Orangetown Showmobile will not be available beginning July 1st to August 20th this year.

Use of the Showmobile is NOT confirmed until:

1. Your completed application is received by the Orangetown Office of Recreation & Parks.
2. A certificate of insurance listing the Town of Orangetown as additionally insured is provided. Certificate of insurance must accompany the completed application.
3. Your organization has been informed that the application is complete.
4. Your application is approved by resolution by the Orangetown Town Council and the Office of Recreation and Parks has notified you of such.

There are two fees associated with the rental of the Showmobile:

A rental fee of \$400.00 (applicable to all groups)

Staffing overtime (waived by the Town Board for non-profits)

The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of such invoice.

Space and Placement

The total area required for the showmobile placement is 50 feet in length, 15 feet in width and 25 feet in height.

The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although all efforts will be made to meet requests, this equipment does not go off road, over curbing or over rough terrain.

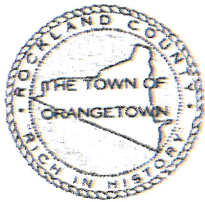
A member of the organization renting the unit must be on site at time arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)

Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

By initialing below the applicant agrees to having read the procedures listed above:

(over)

(Renter's initials required)



TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGETOWN, NY 10962
(845) 359-6503



2018 Application for Showmobile Use

Event/Festival Name: CVFA HOLIDAY PARADE - ORANGETOWN FIRE DEPT
 Organization Name: ORANGETOWN VOLUNTEER HOLIDAY PARADE
 Applicant's Name: PETE BYRNE Phone (w): 845 359 5921
 Address: 61 DUTCH HILL City: ORANGETOWN Zip: 10962
 Cell Phone 845 721 4267 E-Mail: PBYRNE@ORANGETOWNFD.ORG
 Day SATURDAY Date 12/8/2018 Time of Set-up: 4 PM Time of Take-down: 9 PM
 Requested Location (park, street, location on premises, etc., be specific, attach map if needed):
 DUTCH HILL ROAD - ACROSS FROM FIREHOUSE

Showmobile stage measures **28 feet long x 14 feet 7 inches deep x 25 feet high** when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle. See space requirements below.) *The Showmobile does not have a sound system and comes with fluorescent lighting only.*

Stair Arrangement: (1 set of stairs) Left side of stage Right side of stage Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. The stage does not come with a generator. Additional electrical equipment must be plugged into a separate circuit. Sign or banners may only be hung with permission.

Please describe in detail what the stage will be used for and how you intend to set it up: (Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile)

REVIEWING STAND

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- **The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.**
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds or wind gusts in excess of 30 MPH, the stage canopy must be closed.

Additional Requirements:

- **Certificate of insurance required at time of reservation naming the Town of Orangetown as additionally insured.**
- **Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com**

I have read, understand and agree to all conditions listed on above:

Applicant's Signature Pete Byrne Date 10/30/2018
 Department Approval Mark W Albert Date 10/30/18



18-SP38

ORANG-2

OP ID: 3PAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2018

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

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

PRODUCER
CLG Insurance
172 Main Street
Manuet, NY 10954
DSL Enterprises LLC

845-623-3434

RECEIVED

JUL 27 2018

CONTACT NAME:
PHONE (A/C, No, Ext): 845-623-3434 FAX (A/C, No): 845-623-4332
E-MAIL ADDRESS: certificates@clginsurance.com

INSURED Orangeburg Fire District
61 Dutch Hill Road
Orangeburg, NY 10962

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: State Insurance Fund	35102
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vol Emer Srv 1mil GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		MEPK08634402	02/24/2018	02/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MEPK08634402	02/24/2018	02/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MEUM08121302	02/24/2018	02/24/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	W11710639 W11710308	03/01/2018 03/01/2018	03/01/2019 03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

TOWNOFO

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

AUTHORIZED REPRESENTATIVE

Edward J. Cappas





RECEIVED

NOV 14 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

11/15/18

NOV 15 2018

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

PERMIT # 18-50-59

EVENT NAME: South Orangetown Holiday Walk and Tree Lighting

APPLICANT NAME: Marisa Marrone

ADDRESS: 29 Fairview Lane Orangeburg, NY 10962

PHONE #: (914) 629-7508 CELL # - FAX # -

CHECK ONE: PARADE RACE/RUN/WALK OTHER Event

The above event will be held on December 1st from 3pm to 7pm RAIN DATE: Dec. 2nd

Location of event: Tappan Reformed Church and the Manse Barn

Sponsored by: Tappan, NY South Orangetown Day Telephone #: (914) 629-7508

Address: 29 Fairview Lane Orangeburg NY 10962

Estimated # of persons participating in event: 400 vehicles 150

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

Marisa Marrone 29 Fairview Lane Orangeburg NY 10962

Signature of Applicant: Marisa Marrone Date: 11/14/2018

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 11-14-18

Certificate of Insurance - Received On: 9-12-18

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit N - Received On: 11-14-18

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

NYS DOT Permit: Y N - Received On: X

Route/Map/Parking Plan: Y N - Received On: 11-14-18

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

APPROVED: [Signature] DATE: 11-15-18
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y N Other: X

APPROVED: [Signature] DATE: 11/16/18
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY: AUXILIARY POLICE REQUESTED.

Police Detail: Y N Items:

APPROVED: [Signature] DATE: 11/29/18
Chief of Police

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

Workshop Agenda Date: Approved On: TBR #:

RECEIVED

NOV 26 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

NOV 14 2018

JAMES J. DEAN

Superintendent of Highways TOWN OF ORANGETOWN
Roadmaster II HIGHWAY DEPARTMENT

HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-mail - highwaydept@oragetown.com

Orangetown Representative
R.C. Soil & Water Conservation Dist.-Chairman
Member:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County



ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME Marisa Marrone DATE 11/14/2018
COMPANY South Orangetown Day
ADDRESS 29 Fairview Lane Orangeburg, NY 10902
TELEPHONE (914) 629-7508
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Greenbush Road / Main Street (one way Road)
(Address number and name of road)

(Old Tappan Road and Kings Highway)
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING South Orangetown Holiday Walk and Tree Lighting
DATE OF CLOSING 12/1/2018 RAIN DATE 12/2/2018
TIME ROAD WILL BE CLOSED 2:30 pm
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? NO

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

PRELIMINARY APPROVAL [Signature] DATE 11.15.18
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

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

8-13-02hjd

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



CLEAN STREETS=CLEAN STREAMS

Helen Wilson

From: Marisa Marrone <marisamarrone@gmail.com>
Sent: Thursday, November 15, 2018 10:18 AM
To: Helen Wilson
Subject: Re: Scan Nov 14, 2018 at 2.35 PM

Hi Helen,

In reference to the traffic control plan the road closure is only for a one way road. That will keep traffic to a low. Traffic can continue on Old Tappan Road to the light on Main street and then traffic can make a left turn onto Main Street and continue onto Greenbush Road.

Thank you,

Marisa

On Wed, Nov 14, 2018 at 3:51 PM Helen Wilson <hwilson@orangetown.com> wrote:

>
> I have a COI from South Orangetown Day, so disregard, but we do need a TCP for the road closure.

>
> -----Original Message-----

> From: Marisa Marrone [<mailto:marisamarrone@gmail.com>]
> Sent: Wednesday, November 14, 2018 2:39 PM
> To: Helen Wilson
> Subject: Fwd: Scan Nov 14, 2018 at 2.35 PM

>
> Hi Helen,
> Please see the attached for road closure for the Holiday walk and tree lighting.
> Thank you,
> Marisa

>
> ----- Forwarded message -----
> From: Marisa Marrone <marisamarrone@gmail.com>
> Date: Wed, Nov 14, 2018 at 2:37 PM
> Subject: Scan Nov 14, 2018 at 2.35 PM
> To: Marisa Marrone <marisamarrone@gmail.com>

>
>
>
>
>
> Created with Scanner Pro

>
>
>
>
> Sent from my iPhone

RECEIVED

NOV 14 2018



tappan reformed church



TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Rating ▾

Reformed Church of Tappan

5.0 (1) · Church
(845) 359-6506

WEBSITE

DIRECTIONS

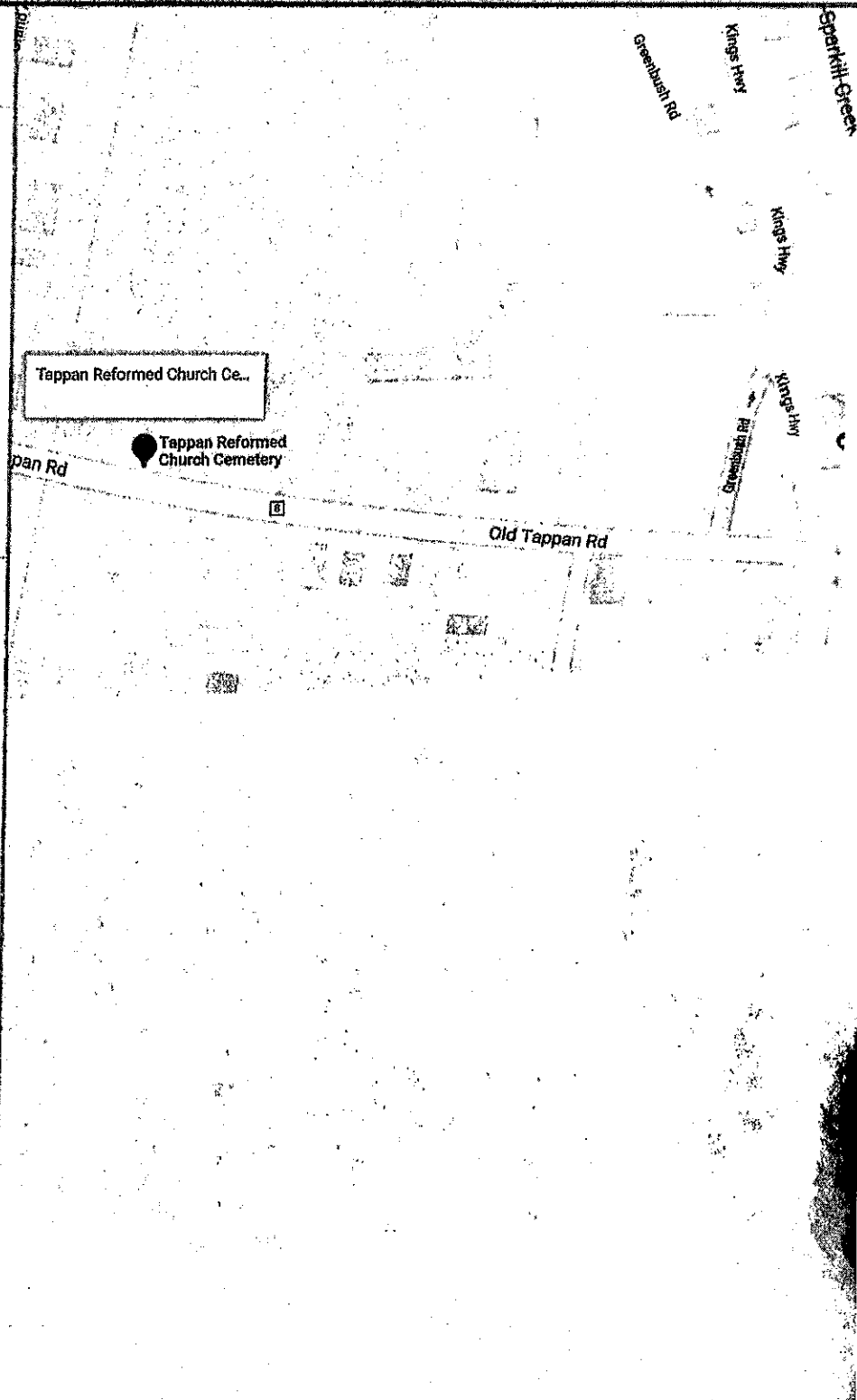
Tappan Reformed Church Cemetery

No reviews · Cemetery
32 Old Tappan Rd
(845) 359-1330

DIRECTIONS

Can't find what you are looking for?

ADD A MISSING PLACE



Tappan Reformed Church Ce...

Tappan Reformed Church Cemetery

10983, Tappan, NY - From your search history

Use precise location - Learn more

Help Send feedback Privacy Terms

Helen Wilson

RECEIVED

From: Marisa Marrone <marisamarrone@gmail.com>
Sent: Wednesday, November 14, 2018 2:35 PM
To: Helen Wilson
Subject: Holiday Walk/Tree Lighting
Attachments: tree lighting flyer.jpg

NOV 14 2018
TOWN OF ORANGE TOWN
HIGHWAY DEPARTMENT

Hi Helen,

Included is the letter addressed to the Town Board requesting the road closure and barricades. I will also forward you the completed forms shortly. If anything else is needed please let me know.

Dear Town Board Members,

The South Orangetown Day Committee is requesting the road closure of Greenbush Road and Main Street in Tappan in front of the Tappan Reformed Church. It's the one way road, and we are requesting road closure from 2:30-7pm on December 1st. On October 14th we had the 4th Annual South Orangetown Day and with some of the proceeds have decided to bring back the Tappan Holiday Walk and also include a tree lighting. We have tremendous feed back from the community and many local businesses. We would also like to request several barricades and cones for the road closure. Please see the proper forms completed and attached to this email. If anything else is needed please do not hesitate to contact me.

Thanks for all your help,
Marisa Marrone
(914)629-7508

Join Us Saturday December 1st for a great community event,
festivities start at 3pm with the Tree Lighting around 7pm



December 1ST ANNUAL 1st - 3pm
SOUTH ORANGETOWN

John Anthony
DURSO
TRUCKING & BOOM SERVICE

NOC
CATERING AND EVENTS

SYNCHRONOUS

The Social Media
Company



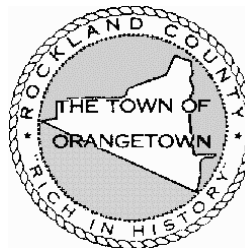
HOLIDAY WALK AND TREE LIGHTING



We are still seeking Sponsors and Vendors,
for more info please call 845-445-7332
or email: southoranjedtownday@gmail.com

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 11/26/18
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 11/27/18 consists of 5 warrants for a total of \$2,442,240.19.

The first warrant had 1 voucher for \$260 and was Rockland County soil and water Registrations.

The second warrant had 71 vouchers for \$1,131,039.95 and had the following items of interest.

1. Applied Golf – Blue Hill (p1) - \$126,250.00 for golf contract.
2. Applied Golf – Broadacres (p1) - \$29,750.00 for golf contract.
3. Cornell Cooperative (p2) - \$6,800 for stormwater education program.
4. CSEA Employee Benefit Fund (p3) - \$30,472.38 for dental benefits.
5. Met Life (p6) - \$13,877.75 for police dental insurance.
6. NYS Dept. of Civil Service (p7) - \$758,619.72 for CSEA healthcare.
7. Skyhawks Sports Academy (p10) - \$5,668 for Parks sport camps.
8. Star Press (p11) - \$5,200 for Parks booklet.
9. Van Bortel Ford (p17) - \$89,096.25 for Fire Inspection and DEME vehicles.

The third warrant had 35 vouchers for \$151,520.52 and was for utilities.

The fourth warrant had 1 voucher for \$2000 and was for Neopost.

The fifth warrant had 381 vouchers for \$1,157,419.72 and had the following items of interest.

10. Arthur J. Gallagher (p10) - \$42,515.00 and was for insurance audits.
11. Atlantic Salt (p11) - \$39,973.41 and was for Highway salt.
12. Beckmann Appraisals (p19) - \$10,000 for Town property appraisals.
13. Bellavista Construction (p20) - \$33,500 for chips program.

14. Berry Burners (p21) - \$10,440.50 for maintenance contract.
15. Brooker Engineering (p25) - \$6,156.00 for drainage reviews.
16. D&E Uniforms (p36) - \$17,521.60 for Police uniforms.
17. Downes Tree Service (p38) - \$10,430 for tree removals.
18. Environmental Construction (p41) - \$29,526.00 for sewer repairs.
19. ESC Environmental (p47) - \$11,575.20 for sewer chemicals.
20. Global Montello (p57) - \$22,724.61 for fuel.
21. Goosetown (p58) - \$10,256.22 for Police equipment leases.
22. Hudson Valley Engineering (p63) - \$6,432.58 for North Middletown Rd. Project.
23. JP Morgan Equipment Finance (p67) - \$53,828.28 for Energy Performance Contract.
24. NRP Group (p80) - \$5,766.00 for sewer chemicals.
25. Old Dominion Brush Co. (p82) - \$7,320.96 for various Highway brush removal parts.
26. Pearl River Seniors "B" club (p87) - \$7,051.65 for senior club trips.
27. Pre Cast Concrete (p92) - \$5,581.66 for sewer supplies.
28. Precision Electric Motors (p93) - \$16,390.00 for sewer repairs.
29. Re-Build it Services (p95) - \$109,842.00 to repair trickling filter #1.
30. Rockland County Solid Waste Mgmt (p98) - \$11,205.44 for debris removal.
31. Ryerson Farms (p101) - \$16,650.00 for escrow release.
32. Slack Chemical Co. (p104) - \$6,302 for sewer chemicals.
33. Sprague Operating Resources (p105) - \$13,346.50 for fuel.
34. Tilcon NY (p114) - \$400,997.70 for Highway materials.

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

Jeffrey W. Bencik
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