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ATTORNEYS AT LAW

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WHITE PLAINS, NEW YORK

10605

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FRANK S. McCULLOUGH (1905-1998)  
EVANS V. BREWSTER (1920-2005)

FRANK S. McCULLOUGH, JR.  
JAMES STAUDT  
LINDA B. WHITEHEAD  
SETH M. MANDELBAUM  
PATRICIA W. GURAHIAN  
KEVIN E. STAUDT  
STEVEN M. WRABEL

AMANDA L. BROSY  
MEREDITH A. LEFF

CHARLES A. GOLDBERGER  
EDMUND C. GRAINGER, III  
COUNSEL

August 27, 2021

Honorable Supervisor Teresa Kenny  
and Members of the Town Board  
Town of Orangetown  
26 West Orangeburg Road  
Orangeburg, NY 10962

Re: Proposed Zoning Map Amendment  
100 Corporate Drive (Section 65.18, Block 1, Lot 16)

Dear Hon. Supervisor Kenny & Members of the Town Board:

This firm represents Onyx Management Group, LLC<sup>1</sup> (the "Applicant"), the Manager of the properties identified as Section 65.18, Block 1, Lot 16<sup>2</sup> on the Town of Orangetown Tax Map and commonly known as 100 Corporate Drive (the "Property"). The Property is part of the larger Hudson Crossing development owned by the Applicant, which was previously known as Bradley Corporate Park. The Property (including the existing building) is located in both the LI "Light Industrial" District and the LIO "Light Industrial-Office" District.

By way of background, the Property is improved with a three-story commercial building and accessory parking areas. It must be noted that not only is the Property in two (2) zoning districts, but the district boundary line actually runs through the existing building. *See* enclosed Building Use Plan FIG-1, attached hereto as Exhibit A. The first story of the Property is occupied by Restaurant Depot, with the third story partially occupied by Schrom Co. The Applicant is seeking approvals from the Town to permit the use of a section of 100 Corporate Drive for a proposed light manufacturing and nightclub use (the "Lease Area"). Specifically, the Applicant is proposing to lease a 22,506 square foot section on the third story of the Property for use as a brewery and taproom by District 96 Beer Factory ("District 96"). District 96 would like to relocate from its existing location at 395 S Main Street in New City (Town of Clarkstown) to the Property. The Lease Area is comprised of a +/- 5,647 sf portion

<sup>1</sup> Onyx Management Group, LLC has been authorized by the owners of the property to manage the properties, including leasing the properties and applying for any necessary permits and land use approvals. Therefore, Onyx Management Group, LLC is the Applicant for this Building Permit application/request for denial letter.

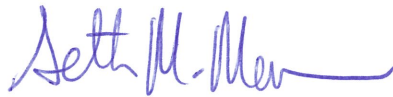
<sup>2</sup> Owned by PG-OE 100 Corporate Drive Owner LLC.

of the space dedicated to a light manufacturing use serving as a brewery, and an +/- 16,859 sf portion dedicated to a nightclub space for a taproom serving food and draft beer to patrons, with a +/- 4,193 sf accessory kitchen. The Lease Area to be occupied is currently vacant, as it has been since the building was constructed approximately twelve (12) years ago. *See Exhibit A.*

In discussing this matter with Town representatives, it was suggested that the Applicant explore the possibility of a zoning amendment petition to relocate the zoning district boundary such that the entire Property (including the building) would be located in the LI Zoning District, in which the proposed District 96 nightclub use is permitted. *See Proposed Zone Boundary Adjustment Plan ZA-1, attached hereto as Exhibit B.* A similar zoning map amendment was granted by this Board in 2018 for the Town Plaza II property on Route 303 (at Mountainview Avenue) to address an analogous situation where certain uses were permitted in one building on the Property but not the other. Here, we believe the situation warrants consideration due to the fact that the nightclub use is allowed in one portion of the 3<sup>rd</sup> floor of the building but not the other (the light manufacturing/brewery use is permitted in both zoning districts).

Based on the foregoing, we respectfully request that this matter be placed on the September 14, 2021 Town Board agenda for an initial presentation to the Board, following which we would file a formal zoning amendment petition for further consideration at the September 28<sup>th</sup> Town Board meeting. If you have any questions or require additional information or materials, please do not hesitate to contact our office.

Very truly yours,

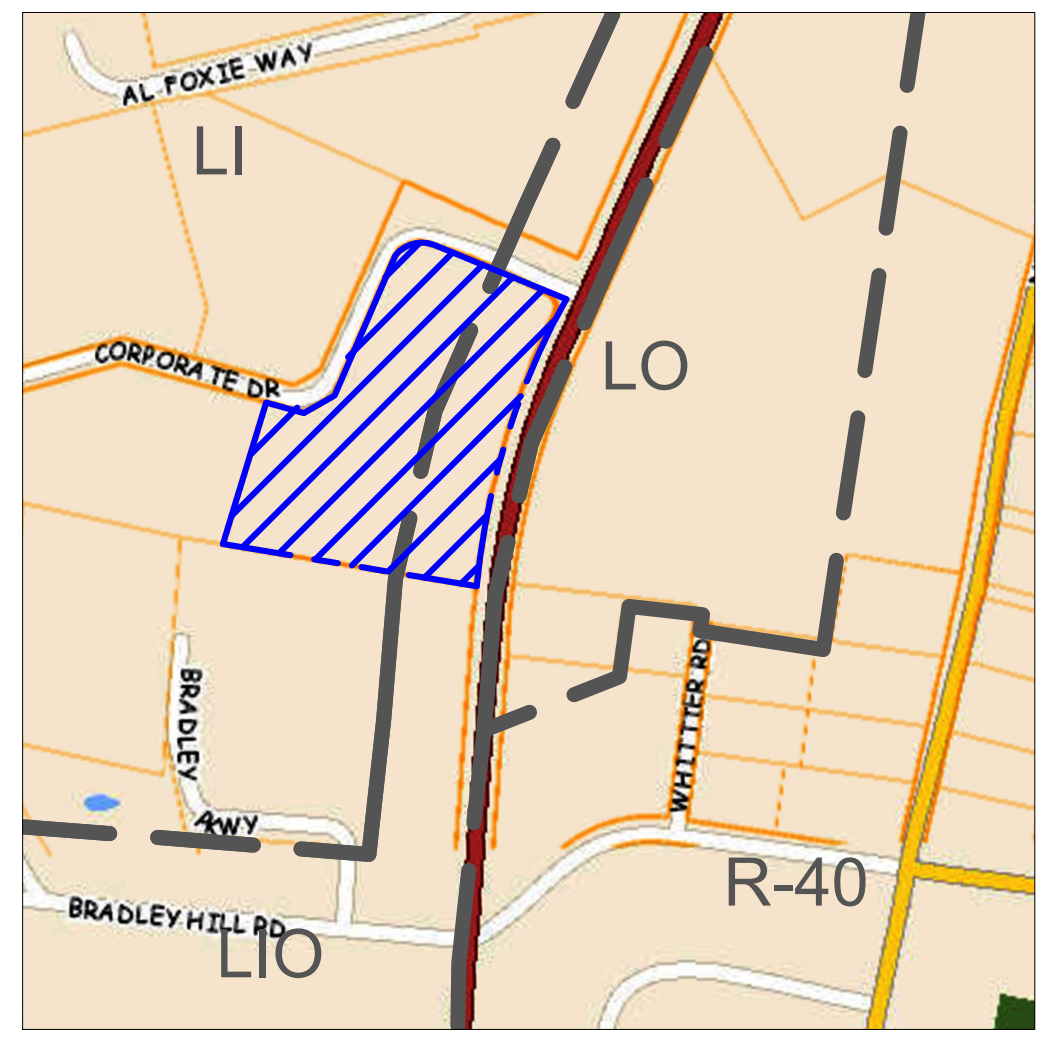
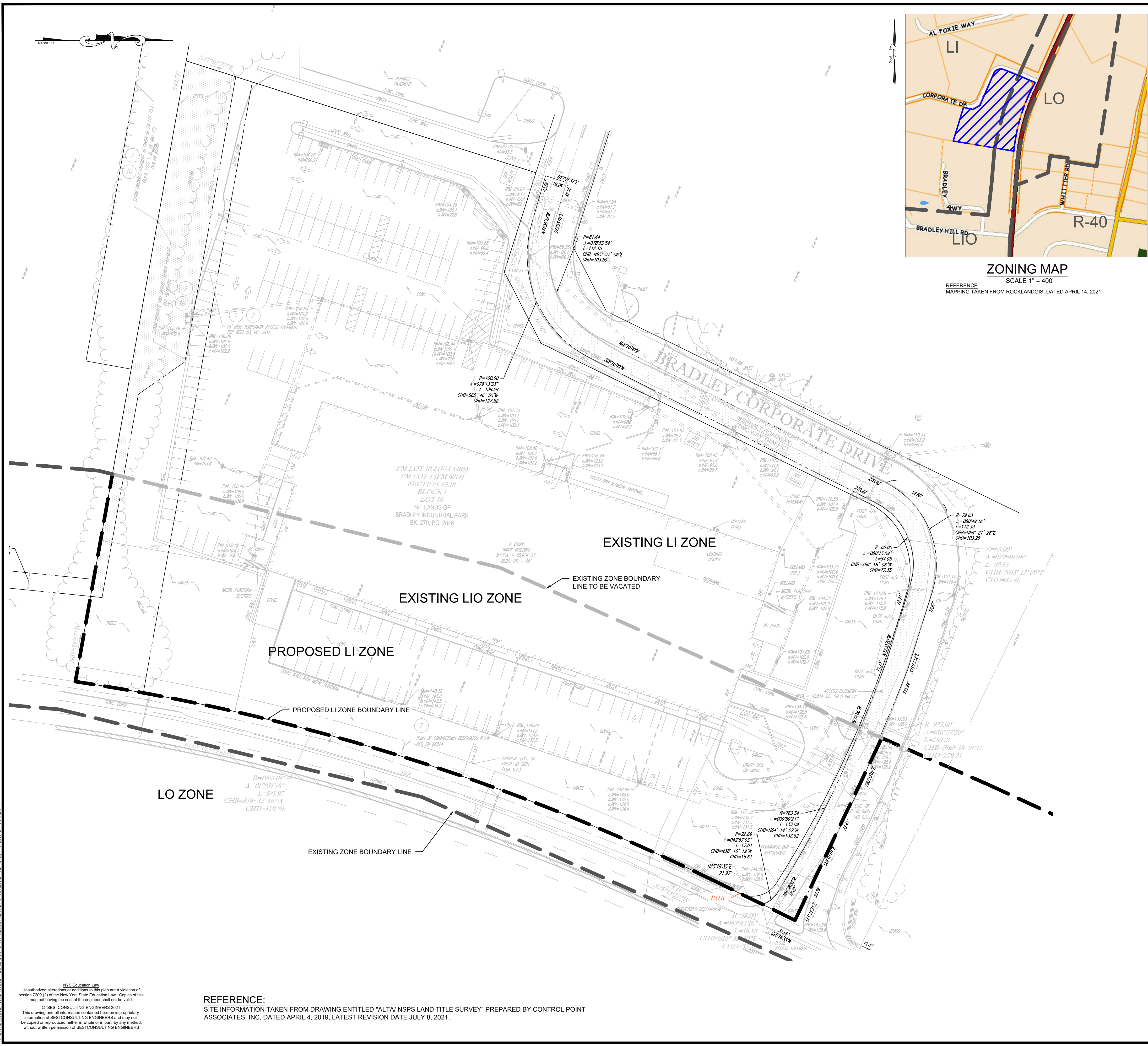


Seth M. Mandelbaum

SMM:srw

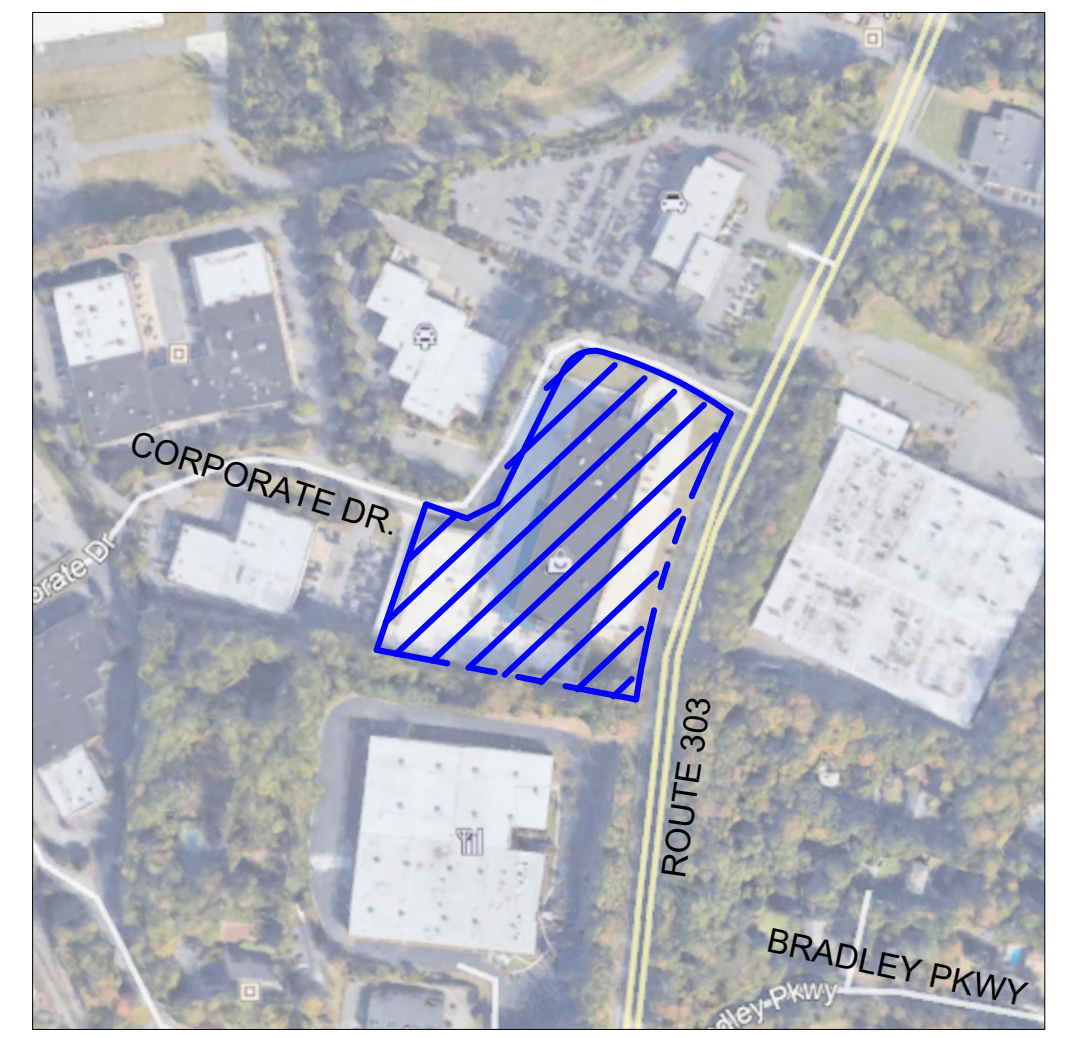
Enc.

cc: Onyx Management Group, LLC  
Robert Magrino, Esq.  
Jane Slavin



**ZONING MAP**  
SCALE 1" = 400'

REFERENCE:  
MAPPING TAKEN FROM ROCKLANDGIS, DATED APRIL 14, 2021.



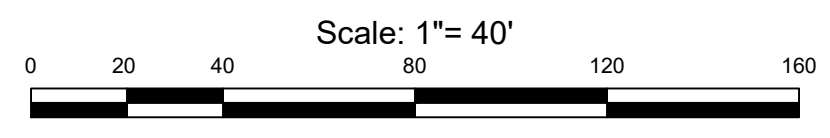
**LOCATION MAP**  
SCALE 1" = 400'

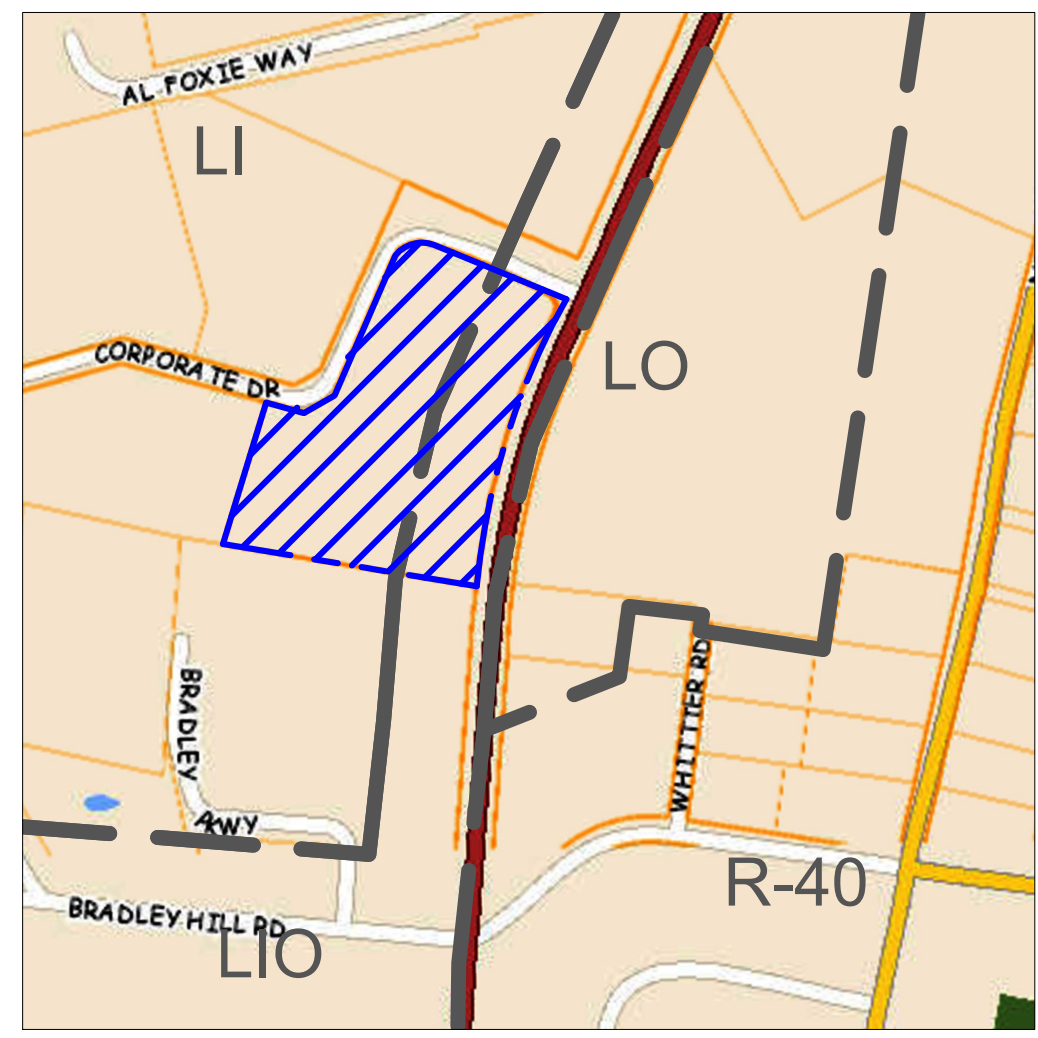
REFERENCE:  
MAPPING TAKEN FROM GOOGLE EARTH, DATED APRIL 14, 2021.

ZONING SUMMARY			
100 CORPORATE DRIVE REDEVELOPMENT			
100 CORPORATE DRIVE			
LOT 16, BLOCK 1, SECTION 65.18			
PROJECT NO. 10842A			
[LIGHT INDUSTRIAL (LI)]			
Zone:	[LIGHT INDUSTRIAL (LI)]		
Existing Use:	COMMERCIAL		
Proposed Use:	COMMERCIAL (NO CHANGE)		
Permitted Use:	YES		
ITEM	REQUIRED	EXISTING	NOTES
MIN. LOT WIDTH (FT)	150	420.1	COMPLIES / NO CHANGES
MIN. LOT AREA (SF)	87,120	301,631	COMPLIES / NO CHANGES
MIN. LOT AREA (AC)	2	6.92	COMPLIES / NO CHANGES
MIN. STREET FRONTAGE (FT)	150	610.41	COMPLIES / NO CHANGES
MIN. FRONT YARD (FT)	50	126.5	COMPLIES / NO CHANGES
MIN. SIDE YARD (FT)	50	109.2	COMPLIES / NO CHANGES
TOTAL SIDE YARD (FT)	100	256.4	COMPLIES / NO CHANGES
MIN. REAR YARD (FT)	50	72.40	COMPLIES / NO CHANGES
MAX. LOT COVERAGE (%)	80	72	COMPLIES / NO CHANGES
MAX. FLOOR AREA RATIO	0.5	0.22	COMPLIES / NO CHANGES
MAX. HEIGHT (FT)	1 FOOT PART BUILDING GREATER THAN 22 FEET 6 INCHES	68	COMPLIES / NO CHANGES

**REFERENCE:**  
SITE INFORMATION TAKEN FROM DRAWING ENTITLED 'ALTA/ NSPS LAND TITLE SURVEY' PREPARED BY CONTROL POINT ASSOCIATES, INC, DATED APRIL 4, 2019, LATEST REVISION DATE JULY 8, 2021..

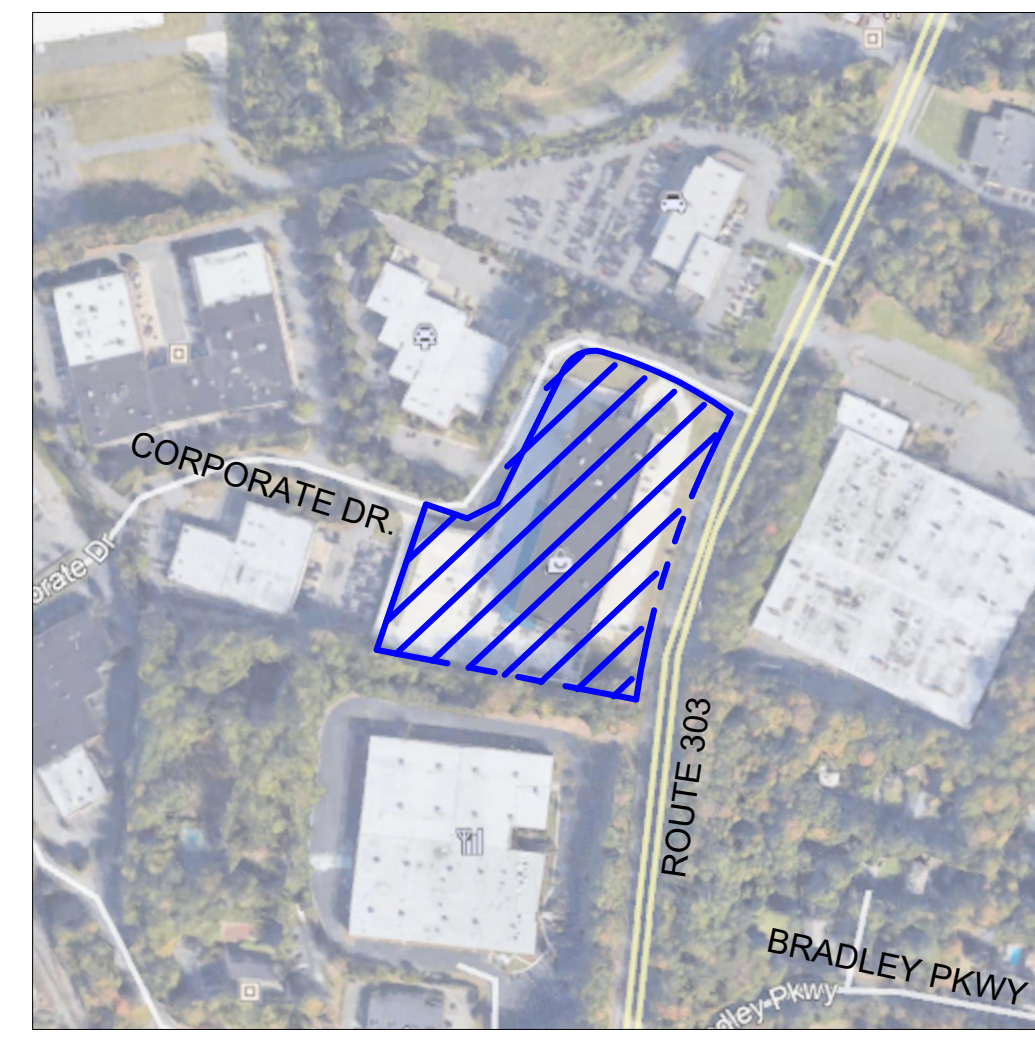
dwg by: DS	chk by: FL	scale: AS NOTED	date: 09/29/2021
<b>SESI</b> CONSULTING ENGINEERS SOILS / FOUNDATIONS SITE DESIGN ENVIRONMENTAL			
12A MAPLE AVE. PINE BROOK, N.J. 07068 PH: 973-808-9050			
DISTRICT 06 100 CORPORATE DRIVE - BUILDING #8 SECTION 65.18, BLOCK 1, LOT 16 TOWN OF ORANGETOWN, ROCKLAND COUNTY, N.Y.		PROFESSIONAL ENGINEER N.Y. LIC. NO. 96772	
PROPOSED ZONE BOUNDARY ADJUSTMENT		job no. 11892A drawing no.	
<b>ZA-1</b>			





**ZONING MAP**  
SCALE 1" = 400'

REFERENCE: MAPPING TAKEN FROM ROCKLANDGIS, DATED APRIL 14, 2021.



**LOCATION MAP**  
SCALE 1" = 400'

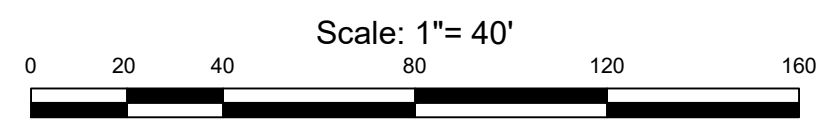
REFERENCE: MAPPING TAKEN FROM GOOGLE EARTH, DATED APRIL 14, 2021.

**USE LEGEND:**

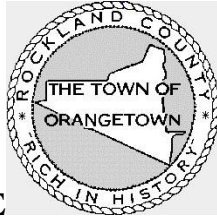
- TENANT: MICHAEL SCHROM  
AREA: 28,397 SF  
USE: OFFICE/PRODUCTION  
LEVEL: 3
- TENANT: VACANT  
AREA: 13,911 SF  
USE: NONE  
LEVEL: 3
- TENANT: DISTRICT 96  
AREA: 5,647 SF  
USE: BREWERY  
LEVEL: 3
- TENANT: DISTRICT 96  
AREA: 16,859 SF  
USE: NIGHTCLUB  
LEVEL: 3
- TENANT: RESTAURANT DEPOT  
AREA: 60,000 SF  
USE: WHOLESALE SALES/WAREHOUSE  
LEVEL: 1

ZONE AREA TABLE			
	LIO ZONE (SF)	LI ZONE (SF)	TOTAL (SF)
<b>BUILDING</b>	23,468	42,158	65,624
<b>LOT</b>	93,638	142,368	236,006
	<b>TOTAL LOT AREA:</b>		<b>301,631</b>

**REFERENCE:**  
SITE INFORMATION TAKEN FROM DRAWING ENTITLED 'ALTA/ NSPS LAND TITLE SURVEY' PREPARED BY CONTROL POINT ASSOCIATES, INC, DATED APRIL 4, 2019, LATEST REVISION DATE JULY 8, 2021..



<p>dwg by: DS chk by: FL scale: AS NOTED date: 09/29/2021</p>	<p>SOILS / FOUNDATIONS SITE DESIGN ENVIRONMENTAL</p>
<p><b>SESI</b> CONSULTING ENGINEERS</p> <p>12A MAPLE AVE. PINE BROOK, N.J. 07068 PH: 973-808-9050</p>	
<p><b>FRANZ W. LAKI, P.E.</b> PROFESSIONAL ENGINEER N.Y. LIC. NO. 96772</p>	
<p>DISTRICT 96 CORPORATE DRIVE - BUILDING #8 SECTION 65.18, BLOCK 1, LOT 16 TOWN OF ORANGETOWN, ROCKLAND COUNTY, N.Y.</p>	<p><b>BUILDING USE PLAN</b></p>
<p>job no. <b>10642A</b> drawing no.</p>	
<p><b>FIG-1</b></p>	



**TOWN ATTORNEY'S OFFICE**

**INTER-OFFICE MEMORANDUM**

DATE: August 30, 2021

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2021

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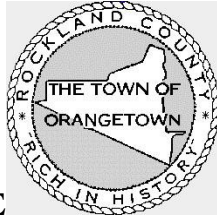
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Treestone Builders Group, Inc.  
110 West Crooked Hill Road  
Pearl River, NY 10965  
Tel.: 845-656-9400

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for September 14, 2021.

Should you have any questions, please do not hesitate to contact this Office.

encl.



**TOWN ATTORNEY'S OFFICE**

**INTER-OFFICE MEMORANDUM**

DATE: September 8, 2021

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2021

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The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Travon, Inc.  
35 Kings Highway  
Valley Cottage, NY 10989-1633  
Tel.: 845-629-3063

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for September 14, 2021.

Should you have any questions, please do not hesitate to contact this Office.

encl.

**COVENANT, HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

**THIS COVENANT, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** (this "Agreement") made as of this \_\_\_\_ day of AUGUST, 2021, by and between WILLIAM FLECK and ALLISON FLECK, residing at 31 Shadyside Ave, Upper Grandview, NY 10960, the parties of the first part, and the **TOWN OF ORANGETOWN**, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, the party of the second part.

**RECITALS**

**WHEREAS**, the party of the first part represents and warrants that it is the owner in fee simple of premises more particularly described in Schedule "A" annexed hereto and forming a part hereof, and known as and by street address number: 31 Shadyside Ave 10960, in the Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 71.05, Block 1, Lot 36 (the "premises"), and the party of the second part owns a sanitary sewer easement on which the party of the first part has constructed or will construct a parking area and a retaining wall; said easement, parking area and retaining wall being as depicted on <sup>FLECK SITE PLAN</sup> \_\_\_\_\_ [site plan or other document] \_\_\_\_\_; and

**WHEREAS**, the party of the first part has submitted a driveway improvement plan to the Town of Orangetown Planning Board (PB# 21-30), which has been approved by the Planning Board, with a condition of approval requiring the filing of the instant document with the Rockland County Clerk's Office; and

**WHEREAS**, the party of the first part wishes to proceed with its driveway improvement plan and for said plan to encroach on the party of the second part's easement; and

**WHEREAS**, the party of the second part is agreeable to granting the party of the first part a license in order to maintain, and continue to maintain, said parking area and/or retaining wall, on the express condition that an agreement, running with the land, is made, in recordable form, which provides, *inter alia*, that: (1) the party of the first part shall hold the party of the second part harmless for all damages to the parking area and/or retaining wall which result from the Town of Orangetown Sewer Department repairing, replacing, or digging up (for any reason) the Town-owned sanitary main located inside the existing Town-owned Sanitary Sewer Easement; (2) the party of the second part shall not be obligated to repair or replace the parking area and/or retaining wall in the event either or both are damaged as a result of the Sewer Department accessing the sanitary main; and (3) the party of the first part will not assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the easement, or any part thereof.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) paid by the party of the first part to the party of the second part, the receipt of which is hereby acknowledged, the foregoing Recitals (the "Recitals") and or other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

**FIRST:** All of the Recitals are, by this reference thereto, incorporated herein with the same force and effect as if repeated herein in their entirety.

**SECOND:** Subject to the terms and conditions herein set forth, the party of the second part hereby creates and grants to the party of the first part a license over and across the easement for the purposes of maintaining and continuing to maintain, in its present location, the party of the first party's parking area and retaining wall as shown or depicted on



Fleck Site Plan and which the party of the first part acknowledges and agrees does encroach upon the party of the second part's easement.

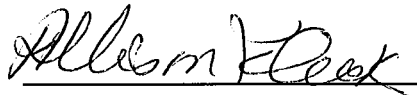
**THIRD:** The party of the first part agrees to hold the party of the second part harmless for all damages to the parking area and/or retaining wall which result from the Town of Orangetown Sewer Department repairing, replacing, or digging up (for any reason) the Town-owned sanitary main located inside the existing Town-owned Sanitary Sewer Easement.

**FOURTH:** The party of the first part agrees that the party of the second part shall not be obligated to repair or replace the parking area and/or retaining wall in the event either or both are damaged as a result of the Sewer Department accessing the sanitary main.

**FIFTH:** The party of the first part agrees not to assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the right of way, or any part thereof, and further agrees that the license hereby created or granted to it by the party of the second part neither impairs nor diminishes any of the rights afforded to the party of the second part by virtue of the right of way.

**SIXTH:** This Agreement shall be binding upon the party of the first part, its successors and/or assigns and shall inure to the benefit of the party of the second part, its successors, and/or assigns. However, upon any conveyance or transfer of the fee interest of the current Owners (and the written assignment of this agreement by the new Owner), any liability of such former Property Owners under this Agreement shall cease and the County shall look solely to such transferee owner for any liability and/or obligations hereunder;

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed, or caused to be signed and sealed by their duly authorized representatives, this instrument as of the date first above written.



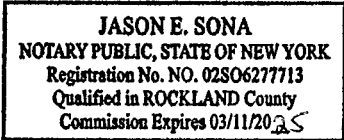
TOWN OF ORANGETOWN

By: \_\_\_\_\_  
(Name)  
(Title)

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

On the 16 day of August in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared William Fleck & Allison Fleck, 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.

[Signature]  
Notary Public



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

On the \_\_\_\_\_ day of August, 2021, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the Town of Orangetown, the municipality described in and which executed the foregoing instrument; that he/she knows the seal of said municipality; that the seal so affixed to said instrument is such seal; that it was so affixed by order of the Town Board of the Town of Orangetown, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**SCHEDULE A** (description of premises)

**ALL** that certain plot, piece or parcel of land situate, lying and being in the Town of Orangetown, County of Rockland and State of New York, shown and designated as **Lot No. 4** on a certain subdivision map entitled "**Bishop Subdivision Upper Grandview, Town of Orangetown, New York**", dated February 9, 1971 and revised March 10, 1971 made by Adler, Caruso and Young, and filed in the Rockland County Clerk's Office on April 22, 1971 in Book 81 of Maps at page 65 as **Map No. 4130**.



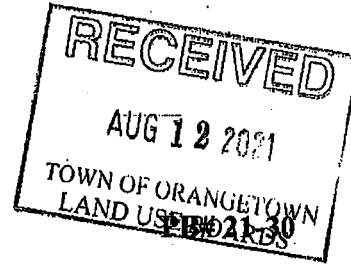


**Department of Environmental Management and Engineering  
Town of Orangetown**

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

August 5, 2021

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



**Re: Fleck Site Plan – Driveway Improvement Plan**

Gentlemen:

This Department has the following comments/ recommendations.

1. The applicant still needs to comply with PB Decision # 21-30, condition:
  6. The applicant's attorney shall prepare a hold-harmless agreement that runs with the property that states that if the Town of Orangetown Sewer Department is to ever replace, repair or dig up for any reason, the existing Town owned sanitary main inside the existing Town owned Sanitary Sewer Easement, within which the parking area and retaining wall have been built, the Town shall **NOT** be responsible to repair or replace the parking area and/ or retaining wall. The specific language shall be coordinated between the applicant's attorney, the Town Attorney and this Department. The final agreement shall be submitted to the Town Attorney's office and this Department for review and approval.

Very truly yours,

cc: Highway file  
Sewer file

**PB #21-30: Fleck Site Plan  
Critical Environmental Area  
Final Site Plan Approval Subject to Conditions  
Neg. Dec.**

**Permit #51098**

**Town of Orangetown Planning Board Decision  
May 26, 2021  
Page 1 of 8**

**TO: Kier Levesque, 49 3<sup>rd</sup> Avenue, Nyack, New York  
FROM: Orangetown Planning Board**

**RE: Fleck Site Plan - Critical Environmental Area:**

The application of William Fleck, owner, for a Prepreliminary/ Preliminary/ Final Site Plan Review at a site known as "**Fleck 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 and to determine the environmental significance of the application pursuant to the requirements of the New York State Environmental Quality Review Act. The site is located at 31 Shadyside Avenue, Upper Grandview, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 71.05, Block 1, Lot 36; in the R-22 zoning district.

Heard by the Planning Board of the Town of Orangetown at a virtual meeting held **Wednesday, May 26, 2021** at which time the Board made the following determinations:

Kier Levesque appeared and testified.

The Board received the following communications:

1. A Project Review Committee Report dated May 19, 2021.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., A.I.A., Director, dated May 18, 2021.
3. Interdepartmental memorandum from the Department of Environmental Management and Engineering, (DEME) Town of Orangetown, signed by Bruce Peters, P.E., dated May 26, 2021.
4. Interdepartmental memorandum from the Bureau of Fire Prevention, Town of Orangetown, signed by David Majewski, Chief Fire Inspector, dated May 14, 2021.
5. Letter from Brooker Engineering, signed by Kenneth DeGennaro, PE, dated May 24, 2021.
6. Letters from the Rockland County Department of Planning, signed by Douglas Schuetz, Acting Commissioner of Planning dated April 16, 2021 and Michael Kezner, dated April 13, 2021.
7. Letter from the Rockland County Sewer District No. 1, signed by Joseph LaFiandra, Engineer II, dated April 29, 2021.
8. Notices from Rockland County Highway Department, signed by Dyan Rajasingham, dated April 12, 2021.
9. Letters from the Town of Orangetown Zoning Board of Appeals, signed by Dan Sullivan, Chair, dated April 7, 2021.

TOWN OF ORANGETOWN  
2021 JUN - 1 P 1:48  
TOWN CLERK'S OFFICE

**PB #21-30: Fleck Site Plan  
Critical Environmental Area  
Final Site Plan Approval Subject to Conditions  
Neg. Dec.**

**Permit #51098**

**Town of Orangetown Planning Board Decision  
May 26, 2021  
Page 2 of 8**

10. A Narrative Summary, prepared by Kier Levesque Architect, dated March 2, 2021.
11. A Short Environmental Assessment Form signed by Kier Levesque, Architect, dated March 4, 2021.
12. A copy of the Building Permit Referral dated February 11, 2021, prepared by Rick Oliver, Building Inspector.
13. Site Plan prepared by Paul Gdanski, PE, dated April 9, 2020, last revised March 28, 2021.

The Board reviewed the plans. The hearing was opened to the Public.

There being no one from the Public, a motion was made to close the Public Hearing portion of the meeting by Michael Mandel and second by Andrew Andrews and carried as follows: Thomas Warren - Chairman, aye; William Young- Vice Chairman, aye; Michael Mandel, aye; Andrew Andrews, aye; Bruce Bond, abstain; Robert Dell, aye; Stephen Sweeney, aye, and Michael McCrory, aye.

The proposed action is classified as an "unlisted action" as defined by Section 617.2 (a) of the New York State Environmental Quality Review Regulations (SEQRR). No agency, other than the Orangetown Planning Board will have any significant involvement in the review process, pursuant to Section 617.6 of SEQRA. On motion by Andrew Andrews and second by William Young- Vice Chairman and carried as follows: Thomas Warren - Chairman, aye; William Young- Vice Chairman, aye; Michael Mandel, aye; Bruce Bond, abstain; Andrew Andrews, aye; Robert Dell, aye; Stephen Sweeney, aye, and Michael McCrory, aye, the Board declared itself Lead Agency.

Pursuant to New York Code, Rules & Regulations (NYCRR) Section 617.7, the Town of Orangetown Planning Board, as lead agency, for the reasons articulated in this Board's analysis of all of the submissions by the applicant, interested agencies, departments and the public, with respect to this project including the Environmental Assessment Form, which reasons are summarized in the motion, hereby determines that the proposed action will not have a significant impact on the environment and a Draft Environmental Impact Statement (DEIS) will not be prepared.

After having identified the relevant areas of environmental concern, namely drainage, surface water runoff, land clearing, vegetation, fauna, traffic and noise levels, and after having taken a hard look at said environmental issues, and after having deliberated regarding such concerns, and having heard from the applicant, and having heard from the following offices, officials and/or

2021 JUN 1 10 13 AM  
TOWN OF ORANGETOWN

**PB #21-30: Fleck Site Plan  
Critical Environmental Area  
Final Site Plan Approval Subject to Conditions  
Neg. Dec.**

**Permit #51098**

**Town of Orangetown Planning Board Decision  
May 26, 2021  
Page 3 of 8**

Departments: (Town of Orangetown): Office of Building, Zoning, Planning Administration and Enforcement and Department of Environmental Management and Engineering; and having heard from the following involved and interested agencies: Town of Orangetown Zoning Board of Appeals, Rockland County Department of Highway, Rockland County Department of Planning, and Rockland County Sewer District #1 and having reviewed the drawings presented by the applicant's professional consultant; Paul Gdanski, PE, a summary of the reasons supporting this determination are, and the Planning Board finds that the proposed action:

- Will not significantly affect existing air quality or noise levels;
- Will not significantly affect existing surface water quality or quantity or drainage;
- Will not significantly affect existing ground water quality or quantity;
- Will not significantly affect existing traffic levels;
- Will not create a substantial increase in solid waste production;
- Will not create a potential for erosion, flooding, leaching or drainage problems;
- Will not have a significant adverse impact on the environmental characteristics of our critical environmental area or environmentally sensitive sites or features;
- Will not have an impairment of the character or quality of important historical, archeological or architectural resources;
- Will not have an impairment of the character or quality of important aesthetic resources;
- Will not have an impairment of existing community or neighborhood character;
- Will not remove or destroy large quantities of vegetation or fauna;
- Will not remove or destroy large quantities of wildlife species or migratory fish;
- Will not have a significant adverse impact to natural resources;
- Is consistent with the Town of Orangetown Comprehensive/Master Plan;
- Will not have adverse economic or social impacts upon the Town;
- Will not create a hazard to human health; and
- Will not create a substantial change in the use of land, open space or recreational resources.

On motion by Michael McCrory and second by Andrew Andrews and carried as follows: Thomas Warren - Chairman, aye; William Young- Vice Chairman, aye; Michael Mandel, aye; Andrew Andrews, aye; Bruce Bond, abstain; Robert Dell, aye; Stephen Sweeney, aye, and Michael McCrory, aye, the Board made a Negative Declaration pursuant to SEQRA.

TOWN OF ORANGETOWN  
2021 JUL -1 P 1:48  
TOWN CLERK'S OFFICE



**DECISION:** In view of the foregoing and the testimony before the Board, the application was granted **Final Site Plan Approval Subject to the Following Conditions:**

1. The following note shall be placed on the Site Plan: "At least one week prior to the commencement of any work, including the installation of erosion control devices or the removal of trees and vegetation, a pre-construction meeting must be held with the Town of Orangetown Department of Environmental Management and Engineering, Superintendent of Highways and the Office of Building, Zoning and Planning Administration and Enforcement. It is the responsibility and obligation of the property owner to arrange such a meeting."
2. The following note shall be placed on the Site Plan regarding Stormwater Management Phase II Regulations: Additional certification, by an appropriate licensed or certified design professional shall be required for all matters before the Planning Board indicating that the drawings and project are in compliance with the Stormwater Management Phase II Regulations.
3. All outdoor construction activities, including site clearing operations if applicable, shall take place between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. No such activities shall take place on Sunday or a legal holiday. The same criteria shall apply to indoor construction activities, except that such activities may take place between the hours of 7:00 a.m. and 10:00 p.m.
4. The scale indicated on the plan is shown at 1"=30', however the actual drawing scales at 1"=20'. Please revise.
5. The applicant is reminded that no work can begin and no permit will be issued until all comments are met from the various agencies, all approvals are obtained and the Final Site Plan is stamped by the Chief Clerk to the Board.
6. The applicant's attorney shall prepare a hold-harmless agreement that runs with the property that states that if the Town of Orangetown Sewer Department is to ever replace, repair or dig up for any reason, the existing Town owned sanitary main inside the existing Town owned Sanitary Sewer Easement, within which the parking area and retaining wall have been built, the Town shall NOT be responsible to repair or replace the parking area and/ or retaining wall. The specific language shall be coordinated between the applicant's attorney, the Town of Orangetown Town Attorney and DEME. The final agreement shall be submitted to the Town Attorney's Office and DEME for review and approval.

TOWN OF ORANGETOWN  
PLANNING BOARD  
2021 JUN 1 P 1:48  
TOWN CLERK'S OFFICE

**Town of Orangetown Planning Board Decision  
May 26, 2021  
Page 5 of 8**

7. A note shall be added to the drawing stating that the owner of the property/ applicant shall not perform anymore construction within the Town of Orangetown Sewer easement.

8. The proposed seepage pit/ drywell is too close to the existing 5-foot wide private sanitary sewer easement, along the northern property line. The drywell shall be relocated so that no part of it is within the existing 5-foot easement. Also, the applicant's engineer shall consider using a trench drain to capture the equivalent runoff so the drywell could be more easily moved away from the easement.

9. The applicant's engineer shall specify whether the perc rate listed in the drainage calculations is assumed or based on a field test. If assumed, a Filed Perc Test, soil analysis and depth of groundwater determination shall be administered prior to receiving **Final Approval** for the site plan, to ensure the adequacy of the designed drainage system. The applicant/ applicant's engineer shall notify DEME of said field tests at least 48-hours prior to the test taking place, in order to schedule inspection. The applicant's engineer shall provide a copy of the certified field tests to DEME and the Building Department.

10. The drainage calculations shall be prepared and submitted on separate 8½x 11 sheets. Said revised calculations shall include required field tests.

**11. Drainage Review Recommendation – Brooker Engineering**

The proposed action has provided sufficient analysis to demonstrate potential significant increases in stormwater runoff can be mitigated. Brooker Engineering, the Planning Board's Drainage Consultant, therefore recommends that the Fleck Driveway Site Plan be approved for drainage subject to the following comments.

**Project Description**

This is the first drainage review report for this project. The property is located on the west side of Shadyside Avenue Road; stormwater runoff from the site flows downhill to the east. The site contains a single-family home and other site improvements. The proposed project consists of the 620 square feet driveway expansion for parking along the flat portion of the driveway. A drywell is proposed along in the driveway to mitigate increases in stormwater runoff from the driveway expansion.

APPROVED  
MAY 26 2021  
TOWN OF ORANGETOWN

**PB #21-30: Fleck Site Plan  
Critical Environmental Area  
Final Site Plan Approval Subject to Conditions  
Neg. Dec.**

**Permit #51098**

**Town of Orangetown Planning Board Decision  
May 26, 2021  
Page 6 of 8**

**Continuation of Condition #11...**

**Project Comments**

1. Provide an existing conditions plan, a legend, and a graphic scale on the Site Plan.
  2. Show proposed grading at the driveway expansion.
  3. Provide a drainage narrative with drainage area maps showing the subareas directed to the drywells for existing and proposed conditions.
  4. The Site Plan shall clearly demonstrate how the limits of the 620 square feet of new impervious area will be directed to the drywell.
  5. Line 6 of the drainage calculations shall correct the description of the calculation that includes the height of the drywell.
  6. Verify the 6'-0" diameter of drywell as inside or outside diameter.
- 
12. Rockland County Department of Planning reviewed the submitted information and held that the proposed project will have no adverse impacts on any County-wide interests, and remanded the item for local determination.
  13. Rockland County Sewer District #1 does not object to the plan as shown. This project does not affect any sanitary sewers within the District and no future correspondence is requested for this site.
  14. The following agencies do not object to the Town of Orangetown Planning Board assuming responsibilities of lead agency for SEQRA purposes:
    - Rockland County Department of Highway
    - Rockland County Department of Planning
    - Rockland County Sewer District #1
    - Town of Orangetown Zoning Board of Appeals
  15. The applicant shall comply with all pertinent items in the Guide to the Preparation of Site Plans and Board Decisions prior to signing the final plans.
  16. All reviews and approvals from various governmental agencies must be obtained prior to stamping of the Site Plan.
  17. All of the conditions of this decision, shall be binding upon the owner of the subject property, its successors and/or assigns, including the requirement to maintain the property in accordance with the conditions of this decision and the requirement, if any, to install improvements pursuant to Town Code §21A-9. Failure to abide by the conditions of this decision as set forth herein shall be considered a violation of Site Plan Approval pursuant to Town Code §21A-4.

TOWN OF ORANGETOWN  
2021 JUL -1 P 1:49  
TOWN ENGINEERING DEPARTMENT

**18. TREE PROTECTION:** The following note shall be placed on the Site Plan: The Tree Protection and Preservation Guidelines adopted pursuant to Section 21-24 of the Land Development Regulations of the Town of Orangetown will be implemented in order to protect and preserve both individual specimen trees and buffer area with many trees. Steps that will be taken to reserve and protect existing trees to remain are as follows:

- a. No construction equipment shall be parked under the tree canopy.
- b. There will be no excavation or stockpiling of earth underneath the trees.
- c. Trees designated to be preserved shall be marked conspicuously on all sides at a 5 to 10-foot height.

d. The Tree Protection Zone for trees designated to be preserved will be established by one of the following methods:

- One (1) foot radius from trunk per inch DBH
- Drip line of the Tree Canopy. The method chosen should be based on providing the maximum protection zone possible. A barrier of snow fence or equal is to be placed and maintained one yard beyond the established tree protection zone. If it is agreed that the tree protection zone of a selected tree must be violated, one of the following methods must be employed to mitigate the impact:
  - Light to Heavy Impacts – Minimum of eight inches of wood chips installed in the area to be protected. Chips shall be removed upon completion of work.
  - Light Impacts Only – Installation of ¾ inch of plywood or boards, or equal over the area to be protected.

The builder or its agent may not change grade within the tree protection zone of a preserved tree unless such grade change has received final approval from the Planning Board. If the grade level is to be changed more than six (6) inches, trees designated to be preserved shall be welled and/or preserved in a raised bed, with the tree well a radius of three (3) feet larger than the tree canopy.

**19.** All landscaping shown on the site plans shall be maintained in a vigorous growing condition throughout the duration of the use of this site. Any plants not so maintained shall be replaced with new plants at the beginning of the next immediately following growing season.

**20.** Prior to the commencement of any site work, including the removal of trees, the applicant shall install the soil erosion and sedimentation control as required by the Planning Board. Prior to the authorization to proceed with any phase of the site work, the Town of Orangetown Department of Environmental Management and Engineering (DEME) shall inspect the installation of all required soil erosion and sedimentation control measures. The applicant shall contact DEME at least 48 hours in advance for an inspection.

TOWN OF ORANGETOWN  
2021 JUN -1 P 1:49  
TOWN ENGINEERING OFFICE

**PB #21-30: Fleck Site Plan  
Critical Environmental Area  
Final Site Plan Approval Subject to Conditions  
Neg. Dec.**

**Permit #51098**

**Town of Orangetown Planning Board Decision  
May 26, 2021  
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21. The contractor's trailer, if any is proposed, shall be located as approved by the Planning Board.

22. If the applicant, during the course of construction of any required public improvements or private sanitary or storm sewer improvements, encounters such conditions as flood areas, underground water, soft or silty areas, improper drainage, or any other unusual circumstances or conditions that were not foreseen in the original planning, such conditions shall be reported immediately to DEME. The applicant (or the applicant's engineer) shall submit their recommendations as to the special treatment or design modification to be given such areas to secure adequate, permanent and satisfactory construction. DEME shall investigate the condition(s), and shall either approve the applicant's (applicant's engineer's) recommendations to correct the condition(s), or order a modification thereof. In the event of the applicant's (applicant's engineer's) disagreement with the decision of DEME, or in the event of a significant change resulting to the subdivision plan or site plan or any change that involves a wetland regulated area, the matter shall be decided by the agency with jurisdiction in that area (i.e. Federal Wetlands - U.S. Army Corps of Engineers).

23. Permanent vegetation cover of disturbed areas shall be established on the site within thirty (30) days of the completion of construction.

24. Prior (at least 14 days) to the placing of any road sub-base, the applicant shall provide the Town of Orangetown Superintendent of Highways and DEME with a plan and profile of the graded road to be paved in order that these departments may review the drawings conformance to the approved construction plans and the Town Street Specifications

25. The Planning Board shall retain jurisdiction over lighting, landscaping, signs and refuse control.

The foregoing Resolution was made and moved by Andrew Andrews and second by Michael Mandel and carried as follows: Thomas Warren - Chairman, aye; William Young- Vice Chairman, aye; Michael Mandel, aye; Michael McCrory, aye; Robert Dell, aye; Stephen Sweeney, aye; Bruce Bond, abstain, and Andrew Andrews, aye.

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

**Dated: May 26, 2021**  
Cheryl Coopersmith  
Chief Clerk Boards and Commissions  
Attachment



TOWN OF ORANGETOWN  
COMMISSIONS & PERMITS  
JUL 1 11 49  
TOWN CLERK'S OFFICE

**State Environmental Quality Review Regulations  
NEGATIVE DECLARATION  
Notice of Determination of Non-Significance**

**PB #21-30: Fleck Site Plan  
Critical Environmental Area  
Final Site Plan Approval Subject to Conditions  
Neg. Dec.  
Town of Orangetown Planning Board Decision  
May 26, 2021**

**Permit #51098**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Regulation) of the Environmental Conservation Law.

The PLANNING BOARD, TOWN OF ORANGETOWN, as Lead Agency, has determined that the proposed action described below will not have a significant impact on the environment and a Draft Environmental Impact Statement will not be prepared.

**NAME OF ACTION: Fleck Site Plan- Critical Environmental Area  
Final Site Plan Approval Subject to Conditions  
Neg. Dec.**

SEQR STATUS: Type I \_\_\_\_\_ Unlisted XXXXXX  
CONDITIONED NEGATIVE DECLARATION: Yes \_\_\_\_\_ No XXXXXX

**DESCRIPTION OF ACTION: Site Plan Review in the Critical Environmental Area**

**LOCATION:** The site is located at 31 Shadyside Avenue, Upper Grandview, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 71.05, Block 1, Lot 36; in the R-22 zoning district.

**REASONS SUPPORTING THIS DETERMINATION:**

The Orangetown Planning Board, as Lead Agency, determined that the proposed action will not have a significant impact on the environment and a Draft Environmental Impact Statement (DEIS) will not be prepared. The reasons supporting this determination are as follows:

The project will not have a significant impact upon the environment and a DEIS need not be prepared because the proposed action does not significantly affect air quality, surface or ground water quality, noise levels or existing external traffic patterns. In addition, it will have no impact upon the aesthetic, agricultural or cultural resources of the neighborhood. No vegetation, fauna or wildlife species will be affected as a result of this proposed action. The proposed action is consistent with the Town of Orangetown Master Plan and will not have any adverse economic or social impacts upon the Town or its businesses or residences.

If Conditioned Negative Declaration, the specific mitigation is provided on an attachment.

For Further Information contact:

Office of Building, Zoning and Planning  
Administration and Enforcement  
Town of Orangetown 20 Greenbush Road, Orangeburg, NY 10962  
Telephone Number: 845-359-5100

For Type I Actions and Conditioned Negative Declarations, a copy of this notice is sent: - Commissioner, New York State Department of Environmental Conservation, - Region 3 Headquarters, NYSDEC, - Town Supervisor, Applicant, Involved Agencies

2021 JUN 11 10:11 AM  
TOWN OF ORANGETOWN

RECEIVED

AUG 20 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

RECEIVED

AUG 30 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 21-SP-034

EVENT NAME: Pearl River Rotary Fishing Contest: 31<sup>th</sup> Annual Jake Amann

APPLICANT NAME: Stephen F. Munno

ADDRESS: 109 Secor Boulevard, Pearl River, NY 10965

PHONE #: 845-359-6500 CELL # 845-391-9401 FAX # 845-359-6062

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER Fishing Contest

The above event will be held on Saturday 9/18/21 from 10 am to 3pm RAIN DATE: 9/25/21

Location of event: Veteran's Memorial Park, Orangeburg

Sponsored by: P.R. Rotary Club Telephone #: 848-7600

Address: P.O. Box 252 Pearl River, NY 10965

Estimated # of persons participating in event: 250 vehicles 0

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

P.R. Rotary Club

Signature of Applicant: *Steph Munno* Date: 8/20/21

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 8/20/21

Certificate of Insurance - Received On: \_\_\_\_\_

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: X

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

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

Route/Map/Parking Plan: Y / N - Received On: X

RFS #: 50747 BARRICADES: Y / N \_\_\_\_\_ CONES: Y / N \_\_\_\_\_ TRASH BARRELS: Y / N \_\_\_\_\_ OTHER: Snow Fencing Message Board

APPROVED: *[Signature]* DATE: 8/20/21  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / (N) - Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # \_\_\_\_\_

Port-o-Sans: Y / (N) \_\_\_\_\_ Other: \_\_\_\_\_

APPROVED: *[Signature]* DATE: 8/25/21  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / (N) \_\_\_\_\_ Items: \_\_\_\_\_

APPROVED: *[Signature]* DATE: 08/30/2021  
Chief of Police

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_





Rotary Club of Pearl River, P.O. Box 252, Pearl River, NY 10965  
District 7210 - Region 8, Zone 32, Club #4982 – Charter Date December 12, 1935  
[www.rotaryclubofpearlriver.org](http://www.rotaryclubofpearlriver.org)

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**MEMORANDUM**

**TO:** Kimberly Allen, Administrative Secretary  
**FROM:** Pearl River Rotary  
**DATE:** August 20, 2021  
**RE:** “APPROVE AID ROTARY CLUB OF PEARL RIVER/FISHING CONTEST”

---

**Please place the following item on the September 14, 2021 Town Board Meeting Agenda:**

Approve the request of the Pearl River Rotary to provide Snow Fence, Sound System and message board for the Fishing Contest to be held on Saturday, September 18, 2021, with a rain date of Saturday, September 25, 2021.





## Application for Showmobile Use

### Showmobile Requirements

---

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

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

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

**Upload Certificate of Insurance \*** Cert of Ins - Town Of Orangetown Parks & Recreation.PDF 40.63KB

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

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

**Additional Requirements:**

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

# Showmobile Application

## Event Information

**Event/Festival Name \*** TRAUBENFEST

**Event Location Name \*** GERMAN MASONIC PARK

**Event Address \***

Street Address  
89 Western Hwy  
Address Line 2  
City Tappan State / Province / Region NY  
Postal / Zip Code 10983 Country usa

**Setup Date & Time \*** 10/3/2021  
09:00:00 AM

**Take-Down Date & Time \*** 10/4/2021  
07:00:00 AM

**Stair Arrangement \***

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

**Set-up Info \***

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

I LEAVE THE STAGE STAIR LOCATION TO YOUR CAPABLE HANDS.  
Please feel free to set up the Showmobile and anytime before 11 am on October 3rd. You can break it down anytime on Monday the 4th. The gates will be open and don't close until 5 pm. Please email our bill to the address listed here.  
saltcay01@gmail.com  
Thank you in advance!

**Placement \***

Pavement  
 Grass/Field  
 Other

## Applicant Information

**Applicant's Name \*** Mark Rampanelli

**Organization Name \*** The Noble Ninth Inc

**Organization Address \*** 89 Western Hwy

**Organization City \*** Tappan

**Organization State \*** NY

**Phone (w) \*** 5162363847

Phone (c) \*

5162363847

Email \*

saltcay01@gmail.com

Signature \*

*Mark J Rampanelli*

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

\*

I accept the terms and conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2021

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).

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

**COVERAGES**      **CERTIFICATE NUMBER: 10002707-700951**      **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP3552521C	10/05/2020	10/05/2021	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XL1581858C	10/05/2020	10/05/2021	EACH OCCURRENCE \$ <b>2,000,000</b>
							AGGREGATE \$ <b>2,000,000</b>
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			NPP3552521C	10/05/2020	10/05/2021	<b>1,000,000/2,000,000</b>

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

Certificate holder is named as additional insured, ATIMA.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Town Of Orangetown Parks &amp; Recreation</b> <b>81 Hunt Road</b> <b>Orangeburg, NY 10962</b>	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  (AGK)

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**LEASE AND USE AGREEMENT  
BY AND BETWEEN THE  
SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT  
AND  
THE TOWN OF ORANGETOWN**

This Agreement is made and executed as of September \_\_\_\_\_, 2021, between the South Orangetown Central School District, a school district of the State of New York, with offices at 160 Van Wyck Road, Blauvelt, New York 10913 (hereinafter the “School District”) and the Town of Orangetown, a municipal corporation of the State of New York, with offices at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter the “Town”).

**WITNESSETH:**

WHEREAS, the respective governing boards of the South Orangetown Central School District and the Town of Orangetown have determined that it is in their mutual best interests to enter into this Agreement for the purpose of allowing the Town of Orangetown, through its Office of Parks and Recreation, to use the School District’s swimming pool facility located at the South Orangetown Middle School, 160 Van Wyck Road, Blauvelt, New York (“swimming pool”) for the benefit of the residents of the Town of Orangetown and the School District; and

WHEREAS, the School District is the owner of the swimming pool facility which is available for use by the Town on a schedule when the swimming pool facility is deemed unneeded for School District purposes; and

WHEREAS, the School District is leasing the swimming pool facility to the Town for good and fair consideration, at fair market value;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the Town hereby agree to the following:

- 1) **Leased Premises:** the facility consists of the twenty-five yard, six lane swimming pool, men’s locker room with bathroom and showers, women’s locker room with bathrooms and showers, storage closets and office, during the time of Town use.
- 2) **Lease Term:** The term of this lease shall be for five (5) years commencing on July 1, 2021, and terminating at 12:00’clock noon on June 30, 2026.
- 3) **Rent:** The Town agrees to make annual payments to the School District in consideration for its use of the swimming pool in the amount of NINETY SEVEN THOUSAND EIGHT HUNDRED FIFTY EIGHT AND 00/100 (\$97,858.00) DOLLARS to be due and owing semi-annually in equal payments of \$48,929.00 on the 1<sup>st</sup> day of January

and on the 1<sup>st</sup> day of July of each year, commencing on July 1, 2021 and continuing through June 30, 2026 and in the following five (5) successive years, should the Town opt to extend the lease for the period commencing on July 1, 2026 and ending on June 30, 2031, payments of NINETY NINE THOUSAND EIGHT HUNDRED FIFTEEN AND 00/100 (\$99,815.00 to be due and owing by the Town to the District semi-annually in equal payments of \$49,907.50 on the 1<sup>st</sup> day of January and on the 1<sup>st</sup> day of June of each such year.

- 4) Option for renewal: At the expiration of the term, if this lease shall then be in full force and effect, and the Parties have fully performed all of their terms and conditions, it is the expectation of the Parties that this lease shall be extended, upon the same terms and conditions, including the provision for rent for an extended term of FIVE (5) YEARS or from July 1, 2026 to the close of business on June 30, 2031, at the Town's sole option, SUBJECT TO the District seeking permission and approval of same, if necessary, from the New York State Commissioner of Education, to extend the lease term for the FIVE (5) YEAR period.
- 5) Written Notice of Option to Renew: Should the option for the extended term be exercised by the Town Board, the Town shall give the District written notice of its decision to renew this Agreement by December 15, 2025. Should the Town not give such written notice the Agreement will be deemed terminated on June 30, 2026.
- 6) School District Use of the Facility During Town Usage: It is expressly understood and agreed that the School District activities and school-sponsored activities shall have first priority for use of the swimming pool whenever the School District determines that such need exists. The School District shall notify the Town Superintendent of Parks and Recreation by first class mail or e-mail and telephone at least TWO (2) weeks prior to such usage, absent exigent circumstances (e.g. tournament use on an unexpected basis). The Town Superintendent of Parks and Recreation and the District's Director of Facilities shall consult with each other prior to scheduling to avoid conflicts.
- 7) Usage of Facility by Town: The School District hereby permits the Town, through its Office of Parks and Recreation, to use the School District's swimming pool as follows:
  - a) Weekdays: After-school and evenings until 9:00 p.m. However, school activities or school-sponsored activities shall pre-empt Town use.
  - b) Weekends and Holidays: School activities or school-sponsored activities shall pre-empt Town use.
  - c) Summer Use: The Town shall submit all requests for use of the swimming pool to the School District by May 1<sup>st</sup> (except in 2021) for any summer use for the months of June, July and August, and by August 1<sup>st</sup> for all use of facilities during the regular school year (September to June).

- d) Unauthorized Use/No Waiver: Any unauthorized use of the property which is not objected to by the School District will not constitute permission for that use in the future.
  - e) Lifeguard: A qualified lifeguard as required by Subpart 6-1 of the New York State Sanitary Code shall be provided by the Town and must be present at all times that the Town is utilizing the swimming pool.
  - f) Use by individual, group or organization through the Town: Any individual, group or organization using the facilities referenced in this Agreement through the Town shall provide a certificate of liability insurance in the amount of at least TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS per occurrence and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS aggregate, covering both the Town of Orangetown and the South Orangetown Central School District. Such General Liability policy should be placed with a carrier that is rated at least an A-under AM Best for financial strength.
  - g) No use of facilities by commercial or for-profit entities: Pursuant to Education Law §414, the facilities may not be used for a commercial or for-profit use. The Town shall verify not-for-profit status at the time a request for use of such facilities is made and obtain written proof of such status.
  - h) Compliance with School District Regulations: The Town agrees to comply with the School District's policies, rules and regulations and procedures with regard to use of school facilities, as described in Appendix A, attached hereto and made a part of this Agreement. The School District shall provide written notification of any changes to the School District's policies, rules, regulations and procedures with regard to the use of the school facilities within SEVEN (7) days of any such change.
- 8) Maintenance: The School District shall, at all times during the term of this Lease and Use Agreement, at its own expense, put and maintain in thorough repair and in good and safe condition, all buildings and improvements on the leased property, and their equipment and appurtenances. The School District will, at its own cost and expense, maintain the grounds around the building, along with all other yard work necessary to maintain the grounds in a condition substantially similar to those conditions commonly found at other facilities owned by the School District. The School District shall be responsible for snow and ice removal, lawn care, parking lot and sidewalk repair and maintenance, trash removal and recycling, and building services.
- 9) Custodian:
- a) Where there is a custodian on normal duty, there will be no fee charged, unless it is required due to the type of activity or number of participants involved, as determined by the School District and approved by the Town prior to the event being approved.

- b) Custodial fees for weekends and holidays shall be billed at the custodian's contractual hourly rate. The custodian's contractual hourly rate is time and one-half on Saturdays and double time on Sundays. The custodial time assigned shall include an additional one-half hour to one hour prior to and after the time of the requested facility use to check the facility and note the condition of same and perform clean-up duties as necessary.
  - c) The custodial fees to the Town set forth hereinabove for weekend and holiday hours shall be waived by the School District only in the event that a School District program or function is using the particular facility during the time of the Town use.
  - d) The custodian shall not open the swimming pool for anyone other than authorized staff members employed by the Town, during the time of Town use.
  - e) When the swimming pool is open, the custodian will remain available to Town staff by walkie-talkie and provide services to safeguard school property. At the conclusion of the Town program, the custodian will prepare the swimming pool for school use and secure the facility. The time allotted for this "clean-up" shall be one-half to one hour, as referenced above. If the clean-up time exceeds this period of time, a School District supervisor shall notify the Superintendent of Parks and Recreation and bill for this additional time accordingly.
- 10) Condition of Property: Other than a representation that the School District owns the leased premises, neither the School District nor its agents have made any representations with respect to the building or land upon which it is erected, and, upon commencement of this lease term, the Town shall accept the building, improvements, and any equipment on or in the leased premises in their existing condition. In no event shall the Town be liable for any defect in such property or for any limitation on its use.
- 11) Prohibited Activities: It is expressly understood and agreed that the following activities are prohibited on the facility:
- a) The possession, use or sale of intoxicating beverages or illegal substances.
  - b) Smoking or other tobacco use shall not be permitted on the property at any time.
  - c) Other prohibited activities as referenced in Appendix A hereto.
- 12) Material Breach: The Town's failure to pay any and all costs set forth in this Agreement in accordance with the terms set forth in this Agreement will constitute a material breach of this Agreement.
- 13) Assignment of the Agreement: The Town may not assign this Agreement without the prior written consent of the School District.
- 14) Insurance: The Town shall furnish, at the time of the signing of this Agreement and annually thereafter, during the term of this Agreement and any renewal hereof, proof



of insurance for public liability and property damage in the amount of at least TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for personal injury and ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for property damage. The insurance policy will name the School District as an additional insured. The insurance shall remain in force at all times during the term of this Agreement, and any renewal hereof, and shall provide for any notice of cancellation to be sent to the District at least TWENTY (20) days prior to any cancellation.

- 15) Indemnification and Hold Harmless: It is expressly understood and agreed that the School District shall not be responsible for the payment of any debts or obligations incurred by the Town in connection with the use of the property. Both the Town and the School District agree to mutually indemnify and hold harmless one another and their respective directors, officers, employees, volunteers, and agents for all imposed by law third party claims, damages, losses, and expenses including but not limited to reasonable attorney's fees resulting from bodily injury and physical injury to tangible property including loss of use thereof caused by the Town's or School District's own negligence arising out of the subject matter of this lease.
  
- 16) Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) disease, epidemic and/or quarantine; and (k) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Affected Party**").
  - a) The Affected Party shall give notice within SEVEN (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Affected Party shall use diligent efforts to end the failure or delay, if possible, and ensure the effects of such Force Majeure Event are minimized. The Affected Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event of pool closure for a period of time in excess of TWO (2) WEEKS for these reasons or any other reason, the District shall have no obligation to provide the leased premises and the Town shall have no obligation to make payments under the provisions of this Agreement. To the extent payments have already been made for a time period during which the pool is inaccessible, the Town shall be entitled to a credit for any such payments on a pro rata basis.

- 17) Termination of Lease: The School District may terminate the lease upon THIRTY (30) days written notice to the Town after a breach of this Agreement has occurred and the right to cure within such period.
- 18) Notification: All notices or demands or other writings provided for in this Agreement, other than those pursuant to Paragraph 5 herein (to Superintendent of Parks & Recreation), shall be deemed to have been given, made or sent when made in writing and deposited in United States mail by certified mail, return receipt requested with postage paid thereon and addressed as follows:
  - a) To the School District: District Clerk and Superintendent of Schools, South Orangetown Central School District, 160 Van Wyck Road, Blauvelt, New York 10913; and
  - b) To the Town: Supervisor, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962; with a copy to:
    - i) Town Attorney, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962.
- 19) Applicable Law: The Town shall comply with all applicable federal, state and local laws and ordinances relating to its operation and use of the property, as well as all Board policies, rules and regulations and procedures pertaining to this agreement as set forth in Appendix "A" hereto.
- 20) The parties agree that this writing represents the entire agreement between them and that there are no oral or collateral agreements or understandings of any kind or character except those contained herein. Neither this agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, or in any manner other than by instrument in writing signed by the parties or their duly authorized agents.
- 21) Modification, Amendment or Termination: This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.
- 22) In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Rockland County, New York. Any dispute arising under this Agreement shall be adjudicated under the laws of the State of New York.
- 23) 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 contract shall continue in full force and effect as in the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

24) The within Agreement shall be expressly subject to the provisions of New York State Town Law, including the provision of Town Law Section which compels a referendum in certain circumstances.

25) This Agreement was approved by the Town by Town Board Resolution \_\_\_\_\_ of 2021, and by the School District by School Board Resolution \_\_\_\_\_ of 2021.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

BY: \_\_\_\_\_  
LEON JACOBS, SCHOOL BOARD PRESIDENT

TOWN OF ORANGETOWN

BY: \_\_\_\_\_  
TERESA M. KENNY, TOWN SUPERVISOR

## **APPENDIX A**

# SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

## REQUEST AND PERMIT FOR USE OF SCHOOL FACILITIES – 2021-2022

Name of Organization: _____			Received on: _____										
Type of Organization:													
<input type="checkbox"/> Group I: All SOCS D School-Related Activity and Events, Continuing Education, SOCS D School Childcare													
<input type="checkbox"/> Group II: All Non-SOCS D Groups and Organizations in accordance with State Education Law													
Name of Authorized Applicant Representative:				Title: _____									
Address of Organization:				Phone #: _____									
Street		Town		State									
				Zip Code									
				Emergency #: _____									
				E-mail Address: _____									
Building Requested:			Athletic Fields Requested: Fee Schedule is updated July 1.										
<table style="width: 100%; text-align: center;"> <tr> <td style="border: 1px solid black; padding: 2px;">TZHS</td> <td style="border: 1px solid black; padding: 2px;">SOMS</td> <td style="border: 1px solid black; padding: 2px;">CLE</td> <td style="border: 1px solid black; padding: 2px;">WOS</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 15px;"></td> <td style="border: 1px solid black; width: 20px; height: 15px;"></td> <td style="border: 1px solid black; width: 20px; height: 15px;"></td> <td style="border: 1px solid black; width: 20px; height: 15px;"></td> </tr> </table>			TZHS	SOMS	CLE	WOS					<b>TZHS:</b>		
TZHS	SOMS	CLE	WOS										
			Multi-Purpose Turf Field and Track w/Bathrooms:										
			Tennis Courts:										
			Baseball Field :										
			Softball Field										
			<b>SOMS:</b>										
			Softball Field										
			Lacrosse/Soccer										
			Field Marking Required: YES ___ NO ___										
			<b>Please Check Specific Needs, if Applicable</b>										
			Chairs: _____ How Many: _____										
			Tables : _____ How Many: _____										
			Two-Way Radios: _____ How Many: _____										
			If yes, you will be responsible for the cost of lost or damaged radios.										
			<i>NOTE: When security is not assigned, the custodian will open the building at the scheduled event start time only, from then onwards, it will be the responsibility of the applicant to give access to its group members</i>										
Start Time: _____ AM/PM			End Time: _____ AM/PM										
Anticipated Attendance: _____													
Purpose Of Activity: _____			Will you be using the Kitchen? YES ___ NO ___										
_____			<i>Please see note below in RED:</i>										
Will admission be charged? Yes ___ No ___			Use of the Kitchen is to be requested at the time of application.										
Price of Admission \$ _____			All requests must be submitted to the School Principal for approval. All fees for kitchen use are paid directly to the Food Services Company. Contact the Food Services Manager at 845-680-1118 or <a href="mailto:mmills2@socsd.org">mmills2@socsd.org</a> to make arrangements and coordinate the use of the kitchen.										
If yes, what use will be made of charge or donation?													

**CERTIFICATE OF INSURANCE NAMING SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT AS ADDITIONAL INSURED MUST BE ATTACHED AND IN GOOD ORDER: LIMITS \$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE AND \$2,000,000 IN THE AGGREGATE: YES \_\_\_\_\_ NO \_\_\_\_\_**  
**APPROPRIATE DOCUMENT SHOWING PROOF OF CHARITABLE ORGANIZATION AND/OR NOT-FOR-PROFIT STATUS YES \_\_\_\_\_ NO \_\_\_\_\_**

- The above named organization agrees that only the facilities requested will be used and only for the time and the date(s) requested. The organization further agrees that it will abide by all the policies and regulations of the Board of Education and will pay for any damage done by the organization to school property. See attached Handbook of Regulations & Fees.
- **COVID-19 Safety Clause:** The above organization agrees to abide by all District safety and COVID-19 protocols. See attached COVID-19 Safety sheet. **Any violation may result in revocation of this permit. An additional sanitizing fee will be required. See fee schedule for area.**
- **Fire Safety Clause:** Chapter 9 of the Laws of 1991 state that effective September 9, 1991, the person in charge of any after school program, event or performance which is attended by persons who do not regularly attend classes within the school district notify such persons in attendance at the beginning of such program, event or performance of the proper procedure to evacuate the building in an orderly and timely manner in the event of a fire emergency.  
In case of an accident resulting in injury to any person or damage to personal property, the incident must be immediately reported to the Principal or his/her designee. All reports must be confirmed in writing within one business day.
- Permits shall be valid only for the facility, use, dates, and time specified in the permit. No adjustment to the permit is allowed. Permits shall not be transferable.
- Cancellations must be received at least two business days in advance to avoid charges.
- It is the applicant/facilities users' responsibility to maintain communication with the building staff during all events and uses. An onsite contact person, along with a cell phone number must be provided prior to any use.
- All barbecues or any type of open flame fires must be pre-approved by the Superintendent of Schools.
- **THE USE OF FIREWORKS IS PROHIBITED ON SCHOOL GROUNDS.**

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

Signature of Authorized Applicant Representative: \_\_\_\_\_

Approval, Building Principal:	Date of Approval:
Approval, Athletic Director:	Date of Approval:
Approval, Food Services Manager:	Date of Approval:

**FOLLOWING APPROVAL ABOVE, REQUEST AND PERMIT WILL BE FORWARDED TO FACILITIES OFFICE AT LEAST TWO WEEKS PRIOR TO INTENDED DATE OF USE. REQUEST FOR USE OF KITCHEN FACILITIES WILL BE SENT TO THE DIRECTOR OF FOOD SERVICES.**

**For School District Use Only:**

Number of Personnel Required for Event:

Custodian \_\_\_\_\_ Maintenance \_\_\_\_\_ Security \_\_\_\_\_

Estimated number of hours  
(minimum two hours and any additional time for prep and cleanup) \_\_\_\_\_

Event is at: Regular Time  Overtime 1½  Double Time

Estimated Cost of Personnel \$ \_\_\_\_\_ Estimated Cost of Rental \$ \_\_\_\_\_

Sanitizing fee \$ \_\_\_\_\_  
 Total Estimated Cost of Use  
 (subject to change based on actual usage incurred) \$ \_\_\_\_\_

Deposit Required: Yes \_\_\_\_\_ No \_\_\_\_\_

Approval, Director of Facilities or Designee:	Date of Approval:
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**NOTE:** In the event of a cancellation during non-business hours or building emergency, please contact building head custodians: **WOS 222-7524; CLE 222-7579; SOMS 222-7956; TZHS 406-7644** For questions during normal business hours, please contact Facilities Director, Jack Rallo at 845-680-1016

## **Policy 1500 USE OF FACILITIES**

While the district's school building and grounds are maintained primarily for the purpose of educating students within the district, the Board of Education recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities.

The regulations to this policy shall identify the uses that community groups may make of the school district's buildings and grounds along with any insurance requirements and/or possible compensation for said use.

### Reference

Education Law 414

*Adopted: December 6, 2006*

South Orangetown Central School District

## **Regulation 1500-R REGULATIONS FOR PUBLIC USE OF DISTRICT-OWNED FACILITIES**

In conformity with the Education Law, the following regulations for the use of school buildings and facilities have been established by the Board of Education:

1. The District schools, and other facilities, when not in use for school purposes, may be used for other purposes only if a written permit for such other use shall have been issued by or under the authority of the Board.
2. State Education Law prohibits the use of school buildings and property for any purpose that will in any way interfere with the use of school buildings, grounds, or other school property by the school.

### **Uses Encouraged for District Residents**

In accordance with State Education Law, the following uses of school buildings and grounds are acceptable and encouraged for:

1. Instruction in curriculum-related courses, including the Arts;
2. Recreation, physical training and athletics, including competitive athletic contests for children attending a private, not-for-profit school;
3. Meetings, entertainment, and occasions where admission fees are charged, when the proceeds are to be spent for an educational or charitable purpose;
4. Polling places for holding primaries and elections and for the registration of voters;
5. Civic forums and community centers;
6. Graduation exercises held by not-for-profit elementary and secondary schools, provided that no religious service is performed during these exercises;
7. Child-care services during non-school hours, provided that the cost of such care shall not be a School District charge, and shall be paid by the person responsible for the support of such child; the local social services agency as authorized by law, or any other public or private voluntary agency;
8. Worthy, educational, civic or charitable purposes that will support the welfare of the district's community.

### **Prohibited Uses of District-Owned School Buildings and Property**

State Education Law and the Constitution of New York State specifically prohibit the following uses of district-owned school buildings and properties:

1. Purposes that will in any way interfere with the use of school buildings, grounds, or other school property by the school;
2. Meetings sponsored by political organizations;
3. Use by individuals or groups for profit or personal gain; financial or otherwise;
4. Social, civic or recreational meetings, or other uses pertaining to the welfare of the community, unless such meeting, entertainment or use shall be non-exclusive and open to the general public;
5. Meetings, entertainment, or occasions where admission fees are charged, unless the proceeds thereof are to be expended for educational or charitable purposes prior approved by the Board;
6. Meetings, entertainment, or occasions where admission fees are charged, where such meetings, entertainment or occasions are under exclusive control and the proceeds are to be applied for the benefit of a said society, association, or organization of religious sects or denominations, or a fraternal, secret or exclusive society or organization, other than any organization of veterans or of volunteer firemen or volunteer ambulance services;
7. Groups or organizations, which include animals as a normal and essential part of their activities;



8. Groups whose activities may be deemed to endanger the health and safety of those attending the function, or to cause damage to any of the district-owned facilities;
9. Any use that is contrary to the provisions of Section 414 of the Education Law.

#### 10. FIREWORKS ARE PROHIBITED

11. Open fires, barbecues and cooking of any type

Under Title IX the school district is responsible to insure that any outside organization using district-owned facilities adhere to the rules and regulations of **Title IX\***

*\*Title IX of the Education Amendments of 1972 prohibits discrimination against students and employees of education institutions on the basis of gender.*

#### **Priority of Assignment**

District-owned facilities will be assigned as follows:

**Group I** - First priority is reserved for SOCSO school-related activities as defined below, subject to the following conditions:

1. No charge for facilities or personnel
2. Activities scheduled within regular staff hours whenever possible, Middle and High School buildings will close at 9:00 p.m. and the Elementary School buildings will close at 7:45, except Board Meetings
3. Use of TZHS athletic field bathrooms will require maintenance staff to be on duty.
4. Security will be provided by the district

#### Eligibility:

- Activity is an outgrowth of daytime instructional program
- Student Activity Program: Intramural, co-curricular, Interscholastic
- Parent-Teacher Organization or parent group of any public school within the School District or community-wide educational organization for school programs and meetings which are open to the public and for which no admission fee is charged.
- South Orangetown Central Booster Clubs and their related activities.
- After school childcare services.
- South Orangetown Central School District Continuing Education Program  
(Please refer to the attached list in Appendix A)
- South Orangetown Community Volunteer Ambulance, Fire, Police, active Military, and Veterans' organizations.

**Group II** - Second priority is reserved for all other groups and organizations not named above subject to the following conditions:

1. Building Space/Athletic Area Rental Fees after 6:00 p.m. will be charged for the areas specified (see fee schedule). In addition to these rental fees, charges for custodian or maintenance will be at a rate for a minimum of two hours, plus prep and clean-up time, in accordance with the attached fee schedule, as determined by the Director of Facilities on the permit.
2. The High School track/field lights will not be available for rental at any time
3. The High School Concession Stand will not be available for rental at any time
4. Use of the High School Athletic Field Bathrooms will require maintenance to be on duty in accordance with the attached fee schedule.

#### **Application Procedures for Use of District-owned Facilities**

1. All applications for use of school facilities shall be made in writing and submitted **at least two weeks prior to use**, to the Principal in the building in which the requested facilities are located. A permit application is available in the Facilities Office and the Main Office of each school building.
2. The applicant must clearly and completely describe the intended use of the district facility in the application.
3. All applicants must review this policy and the regulations prior to submitting the application. All applications must be signed by an authorized agent of the group, or organization requesting use. The applicant's signature on the application shall attest to the group or organizations' intent to comply with all Board policies and regulations and to use district facilities strictly in accordance with the use described in the application.
4. All applicants must agree to assume responsibility for all damages resulting from its use of district facilities. Proof of adequate insurance must be provided at the time of application along with proof that the organization is a charitable organization and not-for-profit.
5. The Director of Facilities is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reason.
6. Once approved by the Principal, the application is sent to the Facilities Department. The Facilities Department reviews the permit for completeness and then forwards it to the Director of Facilities for approval.
7. Once approved by the Director of Facilities, the permit is returned to the Facilities Department staff who notifies the applicant.
8. Applicants must pay all fees or charges imposed by the Board within thirty (30) days of the school system's invoice date. Failure to comply with this provision shall result in revocation of the permit for scheduled future uses of the facilities.
9. Applicants shall pay to the district, any taxes or fees required by federal, state or local government authority.
10. Permits shall be valid only for the facility, use, dates and time specified in the permit. No adjustment to the permit is allowed except with the prior written approval of the Director of Facilities. **Permits shall not be transferable.**
11. Cancellations must be received at least 48 hours in advance to avoid charges.
12. Normally the school buildings and grounds must be vacated by **9:00 p.m. in Middle and High School: 7:45pm in Elementary Schools**
13. Applicants are required to clean up after the use of the facilities.
14. As a rule, permits shall not be granted for use on Sundays, School holidays, custodial holidays, and Snow Emergency Days.
15. All organizations must provide proof that they are a charitable organization. Generally, this would mean documentation that they are incorporated as a 501 (c) 3, charter, by-laws or statement of general purpose.
16. With regard to scheduling activities, the district retains the right to give preference to groups and organizations, which are associated with or sponsored by the district.
17. Issuance of a permit shall not limit the right of access to the facility by district staff. **However, district staff must schedule activities and events prior to use through the process.**
18. The number of custodians, security or district personnel required to be on duty at any meeting or entertainment sponsored by an outside organization shall be determined by the Director of Facilities and shall depend on the nature of the use of the facility and the number of people attending.
19. No permit shall be valid unless signed by the Director of Facilities.
20. Fees may be offset by using approved scholarship awards for resident students, donated services, and/or contributions; approval is required by the Superintendent of Schools. (Submit appropriate form with permit

application.)

21. The rental of the High School athletic field area for more than 2 hours requires access to bathroom facilities. The fee incurred will be for maintenance staff, as listed in Facility Rental Fees.

Revised: 3/19/12

South Orangetown Central School District

## HANDBOOK OF REGULATIONS AND FEES

### FOR USE OF DISTRICT-OWNED FACILITIES

#### General Conditions for Use of District-owned Facilities

##### Use of Facilities:

1. To ensure that district facilities are preserved for the benefit of the greater district community, only community based groups and organizations which are located within the geographic area covered by the district may be granted access to district-owned facilities. Further, use of district facilities may be permitted unless such facilities are in use for school purposes, or during educational programs. The Board or designee, reserves exclusive and non-revocable decision to determine if a requested use would interfere with or disturb the district's educational programs.
2. The designated individual in charge of each group using district facilities will be present at the time the participants enter the building and remain until the last participant has departed from the building. Buildings will not be made available until the supervisor for the requesting organization has entered the building and presents an approved permit in good order. School staff is not responsible for supervision of participants.
3. The user shall not deny to any person participation in the use of school facilities on the grounds of race, color, creed, religion, national origin, sex, age, martial status, or disability;
4. While residents of the community are welcome to use outdoor facilities for athletic activities, they are cautioned to be sensitive to the fact that these facilities are for all the people and should not be dominated by a few. Special attention should be taken for the use of baseball diamonds, multi-purpose field and tennis courts. When outdoor facilities are to be used for an extended period, a permit is required. The TZHS Track and Tennis Courts will be available for District residents' use from March through November of each year, unless scheduled, subject to the following conditions and prohibitions:
  - a) Sneakers must be worn;
  - b) Bicycle riding is prohibited;
  - c) Roller skating is prohibited;
  - d) Skateboarding is prohibited;
  - e) Dog Walking is prohibited;
  - f) Fireworks are prohibited.

##### Insurance:

Any group using school facilities accepts, without reservation, responsibility for holding the school system, the Board of Education collectively and individually, and all employees of the school system harmless for any injury sustained by a member of such group and for any damage or loss of personal property owned, leased or borrowed by such member. In addition, the Board requires the applicant to obtain insurance, in an amount of one million dollars **(\$1,000,000) single limit**, for bodily injury and property damage, and two million dollars **(\$2,000,000) in the aggregate**, which names the School District as additional insured. The Board or designee will exclusively determine what constitutes adequate insurance coverage for each proposed use.

Termination:

The Board reserves the discretion to deny use of district-owned facilities described above, or to terminate use of such facilities as follows:

- a. By an applicant who has previously misused or abused district facilities or property or who has violated this policy;
- b. For any use which could have the effect of violating the Establishment Clause of the United States Constitution or other provisions of the United States or New York State Constitutions;
- c. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
- d. For any use which the Board deems inconsistent with this policy;
- e. For any use by a private for profit entity that has the direct or indirect effect of promoting the products or services of such entity;
- f. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed;
- g. For any use prohibited by law.

Emergency:

1. Whenever inclement weather or an emergency situation causes the closing of all schools in the district, all after-school activities scheduled for that day will be canceled;
2. In case of an emergency, all buildings will be available to the American Red Cross, the Police Department, and the Fire Department, and any other authorized County, or Town responders;
3. In the case of an accident resulting in injury to any person or damage to personal property, the incident must be immediately reported to the Principal or his/her designee. All reports must be confirmed in writing from the Principal to the Business Office within 24 hours. Personal injury

reports must be forwarded to the Business Office using the appropriate form, and include the following information:

- a) Name, address and telephone number of the injured party;
- b) Time of occurrence;
- c) Place;
- d) Nature of the injury sustained;
- e) Names of persons witnessing the incident; and
- f) Remedial steps taken.

4. All South Orangetown school buildings are equipped with Automated External Defibrillators (AED). Applicants will be provided with information regarding the location of AEDs. Individuals using the AEDs should have received both CPR and AED training in advance. Organizations are urged to have members of their group trained in the use of the AED, and shall list the individual by name on the permit. Those using the school district's fields cannot expect to have access to the AEDs. If a member of an organization uses a district AED, the organization alone assumes any resulting liability and shall hold the district harmless from such usage;

5. It is incumbent upon the user to become familiar with the Building Evacuation Procedures as required by Chapter 9 of the laws of 1991. It is also incumbent upon the applicant to instruct all participants;

Prohibited Uses:

1. There shall be no gambling or use, possession, sale or distribution of alcohol or controlled substances as defined by Board Policy, Drug & Alcohol Abuse, at any time in the school buildings or on school property.
2. There shall be no smoking as defined by Board Policy.
3. Whether or not admission fees are charged, no contributions shall be solicited or collected on school premises, unless permission is stated in the permit.
4. Exhibits, posters, or materials shall not be displayed on school property without prior approval of the Building Principal.
5. Masking tape, scotch tape, and similar materials shall not be used to affix materials to painted surfaces or chalkboards.
6. School district grounds may not be used for practicing golf shots;

7. Unauthorized or unlicensed vehicles or equipment such as go-carts, motor bikes, power driven model airplanes, are not permitted on school grounds;

8. Screws, nails, bolts, or any other type of penetrating fasteners may not be used on any school property;

9. The use of fireworks is prohibited on school property.

10. Open fires, barbecues and cooking of any type

General:

- Sneakers/gym shoes must be worn when sports or games are conducted on the gymnasium floors.
- Special Arrangements for the use of school kitchens and equipment shall be made prior to the date of the function with the school's food management company. The cost of such service and facility equipment use shall be paid directly to the District's food management company.
- Applicants cannot use District equipment, unless authorized for the use of tables and chairs;
- The operation of a concession, or sale of anything on school property without the permission of the Superintendent is prohibited;
- When spectators are expected to be present at the activities, this should be noted in the application form. Supervision of the activity and spectators (if under 18 year of age) should be provided on the basis of one adult supervisor for each 30 youngsters or fraction thereof;
- All town, village and county ordinances affecting use of public buildings must be complied with;
- The preservation of order will be the responsibility of the applicant
- The number of persons admitted for a function must not exceed room capacity limits as posted for each facility;
- Any advertising for an event scheduled at a school building must clearly identify the sponsoring group;
- A certified lifeguard is required to be present when the swimming pool is in use.
- There shall be no barbecues or open fires on any SOCS D school grounds for any reason without specific District approval.
- Gymnasium floors must be protected. Every effort should be made to prevent damage from paint, machinery, liquids, food, hard soled shoes etc.;
- Modifications may not be made to school property, electrical panels, emergency equipment including exit lights, fire alarms, and horns;



## Application for Showmobile Use

### Showmobile Requirements

---

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

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

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

**Upload Certificate of Insurance \*** RGAA Ins Sept 18 2021 - Town of Orangetown.pdf 28.67KB

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

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

**Additional Requirements:**

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



# Showmobile Application

## Event Information

<b>Event/Festival Name *</b>	NYPD Vs FDNY Gaelic Football Match		
<b>Event Location Name *</b>	Rockland GAA Clubhouse		
<b>Event Address *</b>	Street Address		
	160 Old Orangeburg Rd		
	Address Line 2		
	City	State / Province / Region	
	Orangeburg	NY	
	Postal / Zip Code	Country	
	10962	Rockland	
<b>Setup Date &amp; Time *</b>	9/18/2021		
	10:00:00 AM		
<b>Take-Down Date &amp; Time *</b>	9/19/2021		
	08:00:00 AM		
<b>Stair Arrangement *</b>	<input checked="" type="radio"/> Right side of stage <input type="radio"/> Left side of stage <input type="radio"/> Front of stage <input type="radio"/> Not Sure		
<b>Set-up Info *</b>	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same. Same use as previous usage. Set up for music band		
<b>Placement *</b>	<input checked="" type="radio"/> Pavement <input type="radio"/> Grass/Field <input type="radio"/> Other		

## Applicant Information

<b>Applicant's Name *</b>	Mick Healy
<b>Organization Name *</b>	Rockland GAA
<b>Organization Address *</b>	160 Old Orangeburg Rd
<b>Organization City *</b>	Orangeburg
<b>Organization State *</b>	NY
<b>Phone (w) *</b>	9178875752
<b>Phone (c) *</b>	9178875752
<b>Email *</b>	michael.healy@structuretone.com

Signature \*

*Michael Healy*

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

\*

I accept the terms and conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2021

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).

<b>PRODUCER</b> <b>Levitt-Fuirst Associates, LTD</b> <b>520 White Plains Road</b> <b>2nd Floor</b> <b>Tarrytown, NY 10591</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (914) 457-4200</b>	<b>FAX (A/C, No): (914) 457-4200</b>	
	<b>E-MAIL ADDRESS: info@levittfuirst.com</b>		
<b>INSURED</b>  <b>Rockland Gaelic Athletic Association</b> <b>160 Old Orangeburg Road</b> <b>Orangeburg, NY 10962</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : The Cincinnati Casualty Company</b>		<b>23280</b>
	<b>INSURER B : Mount Vernon Fire Ins. Co.</b>		<b>26522</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ETD0446412	7/5/2020	7/5/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD0446412	7/5/2020	7/5/2023	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 <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD0446412	7/5/2020	7/5/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
							\$	
							PER STATUTE	OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Directors & Officers			NDO2559569	10/7/2020	10/7/2021	Each Claim	1,000,000
B	Employment Practices			NDO2559569	10/7/2020	10/7/2021	Each Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The certificate holder is included as additional insured in regards to the event taking place on September 18, 2021, as required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

Town of Orangetown  
26 W Orangeburg Rd  
Orangeburg, NY 10962

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

AUTHORIZED REPRESENTATIVE

**ADDENDUM III TO  
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM  
SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT AND THE TOWN OF  
ORANGETOWN**

**Dated September, 2021**

Subject to the general terms and conditions in the Agreement for the School Resource Officer Program, and Addendum I to that agreement dated August 20, 2018, and the Memorandum of Understanding executed September 2019, (collectively “the Agreement”), the Town of Orangetown Police Department, the Town of Orangetown, and the South Orangetown Central School District agree to renew the Agreement for a term of one (1) year, commencing on September 1, 2021 and ending on August 31, 2022 at the reimbursement rate set forth in Section 3.05 of the original Agreement.

In the event of school District closure for a period of time during the school year in excess of two consecutive (2) weeks of in person classes the District shall have no obligation to make payments under the provisions of this Agreement for such time that the District is closed for two or more consecutive weeks. The Town shall have no duty to provide the contracted for services during such District closure.

To the extent practicable, the District shall provide at least 5 days’ notice of any District closure or cancellation of in-person classes of two consecutive weeks or more to the Chief of Police and Town Clerk. Any previous payments made by the District shall be credited towards future payments on a pro rata basis during any such time that the District is closed and the SRO is not in attendance for two consecutive weeks or more.

To the extent practicable, the District shall provide 5 days’ notice of the re-opening of the District for in-person classes to the Chief of Police and Town Clerk. At such time the Town shall resume SRO activities and the terms of this agreement shall be reinstated.

Consistent with law, it is understood that under no circumstances shall the School Resource Officer serve as a school disciplinarian. The role of student discipline is expressly delegated and reserved to school administration and the Board of Education.

The School Resource Officer shall be responsible for review the terms of the District’s Code of Conduct as it relates to both students and members of the public who may be present in school buildings and school district premises.

All agreements and addendum agreements regarding the School Resource Officer Program shall be incorporated into and published as part of the District’s Districtwide Safety Plan.

All provisions of the Agreement between the parties that are not changed by this Addendum III shall continue in full force and effect.

This addendum may be signed in by electronic signature, which shall have the same force and effect as an original signature.

SO AGREED:

---

Robert Pritchard, Ed.D.  
Superintendent  
South Orangetown CSD  
Date:

---

Donald Butterworth  
Chief of Police  
Town of Orangetown Police Department  
Date:

---

Teresa M. Kenny  
Supervisor  
Town of Orangetown  
Date:

TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS  
PERMIT # 21-SP-031

EVENT NAME: ORANGEBURG TOWNTEER FIREFIGHTERS HOLIDAY PARADE

APPLICANT NAME: ORANGEBURG FIRE DEPARTMENT / PETER W BYRNE

ADDRESS: 61 DUTCH HILL ROAD ORANGEBURG NEW YORK 10962

PHONE #: 845-359-5921 CELL # 845-721-4267 FAX # \_\_\_\_\_

CHECK ONE: PARADE  RACE/RUN/WALK \_\_\_\_\_ OTHER \_\_\_\_\_

The above event will be held on DEC 11 from 6 PM to 9 PM RAIN DATE: DEC 12

Location of event: SEE ATTACHED

Sponsored by: ORANGEBURG FIRE ASSOC Telephone #: 845-721-4267

Address: 61 DUTCH HILL ROAD ORANGEBURG NEW YORK 10962

Estimated # of persons participating in event: NO MARCHING vehicles 50

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

PETER W BYRNE 845 721-4267

Signature of Applicant: [Signature] Date: 8/9/2021

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 8/9/21

Certificate of Insurance - Received On: 8/9/21

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit:  N - Received On: 8/12/21

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: 8/9/21

RFS #: 50708 BARRICADES: Y /  N CONES: Y /  N TRASH BARRELS: Y /  N OTHER: \_\_\_\_\_

APPROVED: [Signature] 8-16-21 DATE: \_\_\_\_\_

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile:  N - Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # \_\_\_\_\_

Port-o-Sans:  Y /  N: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 8/23/21

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y /  N: POLICE AUXILIARY Items: \_\_\_\_\_

APPROVED: [Signature] #205 DATE: 08/24/2021

Chief of Police

APPLICANT REQUESTS LARGE DETAIL.

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED  
AUG 23 2021  
Orangetown Police Department

RECEIVED  
AUG 25 2021  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

RECEIVED

AUG 12 2021

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

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

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



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

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

**ROAD CLOSING PERMIT APPLICATION  
Section 139 Highway Law**

NAME PETER W BYRNE DATE 8/11/2021

COMPANY ORANGETOWN BURG FIRE DEPARTMENT

ADDRESS 61 DUTCH HILL ROAD ORANGETOWN NY 10962

TELEPHONE 845.721-4267

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

SEE ATTACHED MAP  
(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING HOLIDAY PARADE

DATE OF CLOSING DECEMBER 11 2021 RAIN DATE DEC 12 2021

TIME ROAD WILL BE CLOSED ~ 6PM - 8PM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

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

PRELIMINARY APPROVAL [Signature] 8.16.21 8.16.21 DATE

JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS - CLEAN STREAMS

Peter W Byrne

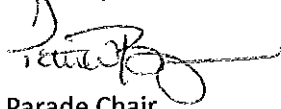
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Orangeburg Fire Department  
61 Dutch Hill road  
Orangeburg, New York 10962  
845-359-5921 Office  
845-721-4267 Cellular  
Pbyrne@orangeburgfd.org

August 9, 2021

On behalf of the Orangeburg Fire District, I am requesting barricades, Port-a-Johns, trash bins, Showmobile, and auxiliary police for use on Saturday, December 11, 2021 for the annual OFD Holiday Parade. The parade starts at 6:30 PM and will conclude by 9 PM. I appreciate your consideration and assistance with this matter.

Sincerely



Parade Chair  
Orangeburg Fire Department







ORANFIR-01

NKILDUFF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2021

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

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<b>PRODUCER</b> CLG Insurance - Mahwah 1200 MacArthur Blvd. Suite 105 Mahwah, NJ 07430	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (845) 623-3434      FAX (A/C, No): (845) 623-4332 E-MAIL ADDRESS: certificates@clginsurance.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
Orangeburg Fire District Joe Maggiore 61 Dutch Hill Road Orangeburg, NY 10962	<b>INSURER A: Arch Insurance Company</b> 11150 <b>INSURER B: State Insurance Fund Workers' Compensation Fund</b> 36102 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vol Emer Srv 1mil/1m  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MEPK08634402	2/24/2021	2/24/2022	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 - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MEPK08634402	2/24/2021	2/24/2022	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			MEUM08121302	2/24/2021	2/24/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)    Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W11710639	3/1/2020	3/1/2021	PER STATUTE    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: Showmobile. Town of Orangetown is included as additional insureds under the General Liability as per the written agreement with regard to work performed by the named insured. Per the terms of the blanket additional insured endorsement, coverage for the additional insureds is contingent upon written agreement with the named insured requiring such coverage.

**CERTIFICATE HOLDER****CANCELLATION**
 Town of Orangetown  
 26 Orangeburg Road  
 Orangeburg, NY 10962

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

 AUTHORIZED REPRESENTATIVE  


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

PERMIT # 21-SP-033



AUG 18 2021

AUG 25 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Pearl River Day Festival

APPLICANT NAME: Susan Perzigian for PR Chamber

ADDRESS: P.O. Box 829 Pearl River NY 10965

PHONE #: 845-642-1525 CELL # FAX #

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on 10/16/2021 from 7am to 9pm RAIN DATE: No

Location of event: Central Ave from John St to Main St.

Sponsored by: Pearl River Chamber Telephone #: 845-642-1525

Address: P.O. Box 829 - Pearl River NY 10965

Estimated # of persons participating in event: 6000 + vehicles

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

Pearl River Chamber of Commerce, PR Day Committee

Signature of Applicant: Susan Perzigian Date: 8-16-2021

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/6/21

Certificate of Insurance - Received On: 8/18/21

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit  N - Received On: 8/18/21

Rockland County Highway Dept. Permit: Y/N - Received On: sent app to RCHD 8/18/21

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

Route/Map/Parking Plan: Y/ N - Received On: X

RFS #: 50732 BARRICADES:  Y/ N CONES: Y/ N TRASH BARRELS:  N OTHER: Message Board Detour Signs

APPROVED: [Signature] 8-18-21 DATE: SUPERINTENDENT OF HIGHWAYS

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans  Y/N: 6 of '15 Other:

APPROVED: [Signature] DATE: 8/27/21 SUPERINTENDENT OF PARKS & RECREATION

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/ N: Police/Auxiliary Items:

APPROVED: [Signature] DATE: 08/24/2021 CHIEF OF POLICE  
APPLICANT REQUESTS PAST POLICE DETAILS.

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

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

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

RECEIVED



**HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN**

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

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

AUG 18 2021

**ROAD CLOSING PERMIT APPLICATION  
Section 139 Highway Law**

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

NAME Susan Perzigian DATE 8-18-2021  
COMPANY Pearl River Chamber of Commerce  
ADDRESS P.O. Box 829 Pearl River NY 10965  
TELEPHONE 845-642-1525  
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

William St. Pearl River  
(Address number and name of road)

From E. Washington to Franklin  
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Pearl River Day Festival

DATE OF CLOSING 10/16/2021 RAIN DATE No  
TIME ROAD WILL BE CLOSED 7 AM - 9 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 8-17-21 & 8-18-21  
JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS - CLEAN STREAMS

RECEIVED

AUG 16 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

# ROCKLAND COUNTY HIGHWAY DEPARTMENT

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

In the space provided the applicant must state their name and address. If the applicant is a corporation, state the location of the local office and the title of the person signing this application.

Susan Perzigian, President  
Pearl River Chamber of Commerce  
P.O. Box 829  
Pearl River, NY 10965

In the space provided describe why the road needs to be closed where (intersection to intersection), and when the proposed closure will take place.

Pearl River Day festival will take place on Central Ave. and John St. to Central Ave. and Main St. on Sat. Oct. 16, 2021 from 11:00am - 6:00pm, Band performance from 6:00pm - 8:00pm Closure from 6:00am - 9:00pm

In the space provided describe the proposed detour route, barricades and signs required by the New York State Manual of Uniform Traffic Control Devices.

Detour Route - use Franklin Ave. or E. Washington.  
Barricades have been requested from Town of Orangetown.  
Electronic signs will be at John St. and Central Ave.  
Detour signs provided by Town of Orangetown

Dated this 16<sup>th</sup> Day of August, 2021

Address: Pearl River Chamber of Commerce  
P.O. Box 829  
Pearl River NY 10965

Applicant: Susan Perzigian

The Rockland County Highway Department reserves the right to have the applicant immediately removed from the roadway and traffic restored at any time deemed necessary by the Highway Department and or the local law enforcement agency at such time the said permit will become null and void. Failure to abide may result in trespassing and civil penalties



PEARRIV-01

OWITTELSBERGER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2021

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).

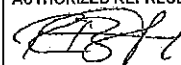
<b>PRODUCER</b> Maury, Donnelly & Parr 24 Commerce St. Baltimore, MD 21202	AUG 18 2021  <b>TOWN OF ORANGETOWN          HIGHWAY DEPARTMENT</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(410) 685-4625</b>		FAX (A/C, No): <b>(410) 685-3071</b>
		<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  <b>The Pearl River Chamber of Commerce</b> P.O. Box 829 Pearl River, NY 10965	<b>INSURER A: American Casualty Co. of Reading, PA</b>			<b>20427</b>
	<b>INSURER B:</b>			
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			
	<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> N	X		4025932540	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of Orangetown is an Additional Insured.

<b>CERTIFICATE HOLDER</b>  Town of Orangetown 26 W. Orangeburg Road Orangeburg, NY 10962	<b>CANCELLATION</b>  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 



Pearl River's future is our business

PO Box 829  
Pearl River, NY 10965  
[www.pearlriverny.org](http://www.pearlriverny.org)

RECEIVED

JUL 06 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

June 24, 2021

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

To The Town Board,

The Pearl River Chamber of Commerce's Pearl River Day Committee is requesting the use of the below items from the Highway Department for Pearl River Day, 10/16/21:

50 trash cans  
barricades for 4 intersections  
12 additional barricades for ride control  
electronic sign to be placed a few days before the 10/16 event by TD Bank  
detour signs that we can post on the barricades

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

Thank you,

Susan Perzigian

President  
Pearl River Chamber of Commerce

Email: [president@pearlriverny.org](mailto:president@pearlriverny.org)



Pearl River's future is our business

PO Box 829  
Pearl River, NY 10965  
[www.pearlriverny.org](http://www.pearlriverny.org)

RECEIVED

JUL 06 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

June 24, 2021

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

To The Town Board,

The Pearl River Chamber of Commerce's Pearl River Day Committee is requesting the use of the below items from the Parks Department for Pearl River Day, Saturday, October 16, 2021:

Showmobile & generator (if one is available)  
6 port-a-potties

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

Thank you,

Susan Perzigian

President

email: [president@pearlriverny.org](mailto:president@pearlriverny.org)





PO Box 829  
Pearl River, NY 10965  
[www.pearlriverny.org](http://www.pearlriverny.org)

Officers: (Interim)

President – Susan Perzigian  
Vice President – Bridget Killen  
Treasurer – Annie Paratore  
Secretary – Linda Shields

Board Members:

Patrick Holt  
Jeff Gibbs  
Andrew Tannariello

RECEIVED

JAN 20 2021

Jan. 19, 2020

Orangetown Supervisor's Office  
Attn: Teresa Kenny

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

We are proposing to have Pearl River Day on October 16th this year. The Chamber looks forward to working with the town on coordinating a fun day for the community.

We would like to request the town's support in coordinating auxiliary assistance, police dept. and ambulance for the event.

Please let me know what forms and paperwork we will need to fill out.

Thank you for your consideration,

Susan Perzigian  
President  
845-642-1525

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

PERMIT # 21-SP-035

RECEIVED

AUG 26 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Plus Polish Festival

APPLICANT NAME: Plus Media Group

ADDRESS: P.O. Box 474 Pomona NY

PHONE #: 245-499-5959 CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER Festival

The above event will be held on 8-28/29 from 11am to 10pm RAIN DATE: \_\_\_\_\_

Location of event: 89 Western Highway, Yonkers, NY 10583

Sponsored by: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Address: Jon Ginsburg @ Gmail.com

Estimated # of persons participating in event: 2500 vehicles 500

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

Jon Ginsburg 845-499-5454 call

Signature of Applicant: [Signature] Date: 8-26-2021

8/28/21 11A-10P  
8/29/21 11A-8P  
#221

Jon Ginsburg  
@gmail.com

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 8/26/21

Certificate of Insurance - Received On: 8/26/21

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: Y/N  Received On: X

Rockland County Highway Dept. Permit: Y/N  Received On: Sgt Dalazola to notify Scott Wheatley for road use

NYS DOT Permit: Y/N  Received On: X

Route/Map/Parking Plan Y/N  Received On: 8/26/21

RFS #: 50546 @ BARRICADES: Y/N  CONES: Y/N  TRASH BARRELS: Y/N  OTHER: Message Board + Plastic Fencing No parking signs

APPROVED: [Signature] DATE: 8-26-21  
Superintendent of Highways

Message Board Unavailable

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

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

Port-o-Sans: Y/N  Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 8/26/21  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y/N  AUXILIARY POLICE Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 8/26/2021  
Chief of Police

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

21-SP-035

*PLUS Media Group  
Plus Polish Festival  
P.O. Box 474 Pomona, NY*

August 26, 2021

Supervisor and Town Board Members  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10952

Supervisor Kenny and Town Board,

On Saturday August 28<sup>th</sup> and Sunday August 29<sup>th</sup>, 2021 from 11am to 10pm, we will be having a Polish Festival at the German Masonic Grounds at 89 Western Highway in Tappan.

We would like to request the use of (20) barricades, (50) plastic barrels, (20) cones, ~~a message board~~, sidewalk control on road edge and plastic fencing from the Orangetown Highway Department and auxiliary police detail from the Orangetown Police Department.

*the message board unavailable*

We thank you in advance for Orangetown's support. If you have any questions, please call me at (845) 499-5454.

Very truly yours,



Jon Ginsberg

21-SP-035

Layout/ Security Plan  
PLUS Polish Festival  
August 28-29, 2021

STAGE

Pavilion  
with  
20  
bathrooms

FOOD  
VENDOR

FOOD  
VENDOR

VENDOR

VENDOR

VENDOR

VENDOR

VENDOR

VENDOR

VENDOR

BEER GARDEN w/picnic tables

Entrance/  
1 security

Entrance/  
1 security

BAR

Pavilion  
With 12  
bathrooms

Round tables &  
chairs inside

1  
security

Entrance/  
1 security

BEER GARDEN  
w/picnic tables

Entrance/  
1 security

Entrance/  
1 security

VENDOR

VENDOR

FOOD VENDORS

Soccer Field - AMUSEMENTS

**PLEASE NOTE:**  
Security Agents at front  
entrance and each entrance  
to beer garden at ALL  
TIMES and 2 to do patrols  
around venue

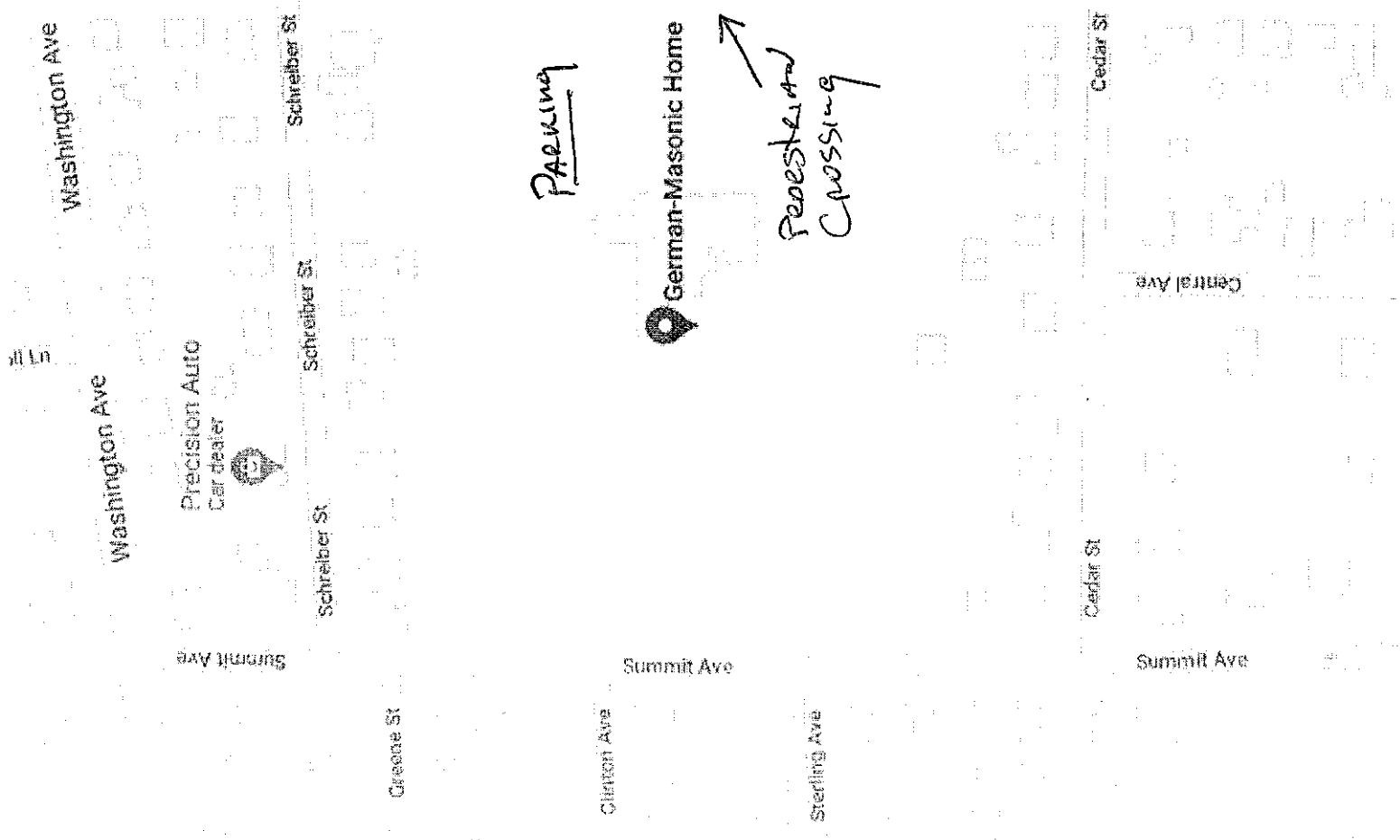
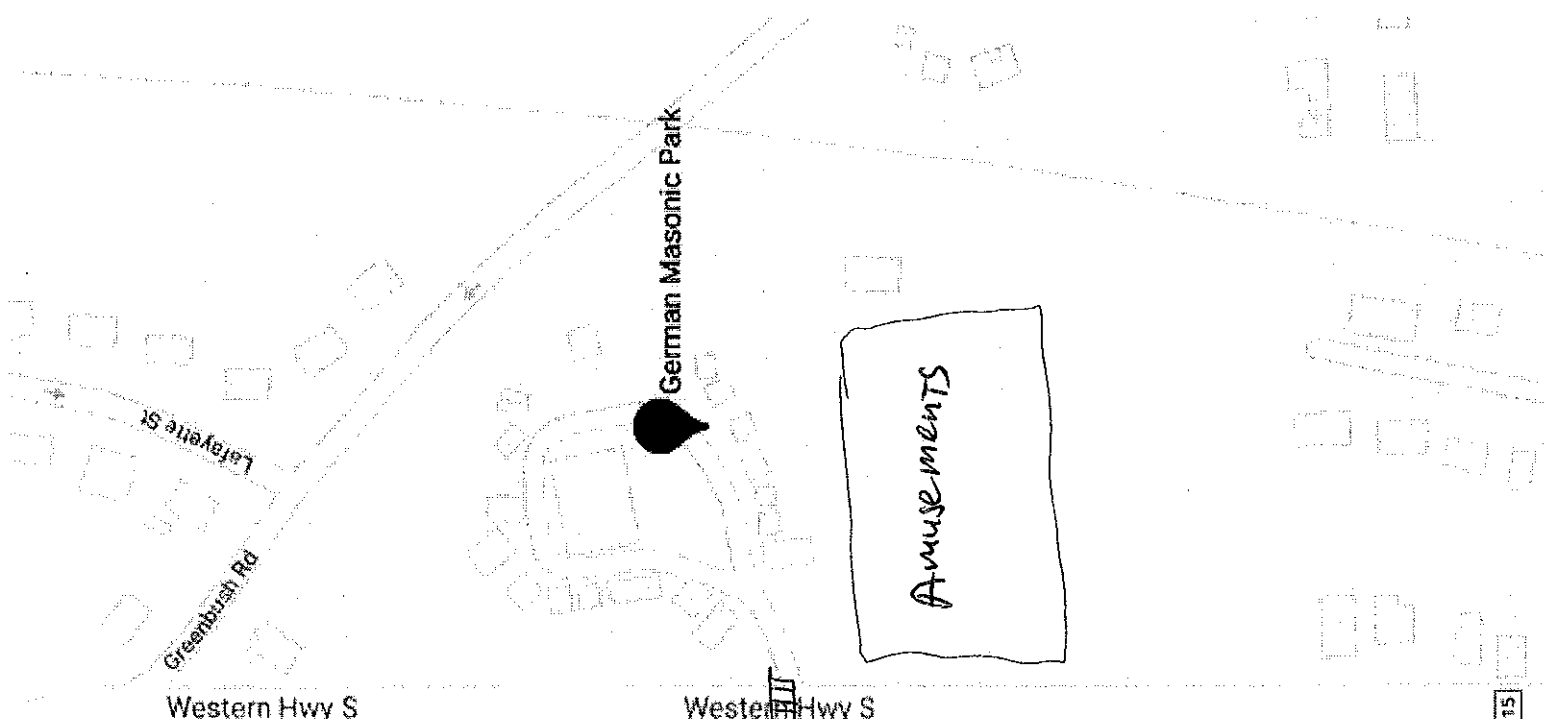
FOOD  
VENDOR

FOOD  
VENDOR

FRONT  
ENTRANCE

**PARKING**  
4 STAFF  
MEMBERS TO  
DIRECT  
PARKING &  
TRAFFIC AT ALL  
TIME

21-SP-035



15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/21

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 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).

<b>PRODUCER</b> Specialty Insurance, LTD. P.O. Box 16901 West Haven, CT 06516	<i>21-SP-035</i>	<b>CONTACT NAME:</b> Thomas Plouffe	
		<b>PHONE (A/C, No, Ext):</b> 203-931-7095 <b>FAX (A/C, No):</b> 203-931-0682 <b>E-MAIL ADDRESS:</b> Certificates@specialtyinsuranceltd.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> United States Fire Insurance Company	21113
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	


**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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SRPGAPML-101-0721	8/28/21	8/29/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			SRPGAPML-101-0721 - LQ	8/28/21	8/29/21	1,000,000 per occurrence 2,000,000 General Aggregate

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

Town of Orangetownth is added as an additional insured but only with respects to the operations of the named insured during the policy period.

<b>CERTIFICATE HOLDER</b>  Town of Orangetown 26 Orangeburg Rd Orangeburg, NY 10962	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 21-SP-030

EVENT NAME: ORANGEBURG VOLUNTEER FIREFIGHTERS HALLOWEEN PARADE

APPLICANT NAME: ORANGEBURG FIRE DEPARTMENT / PETER W BYRNE

ADDRESS: 61 DUTCH HILL ROAD ORANGEBURG NEW YORK 10962

PHONE #: 845-359-5921 CELL # 845-721-4267 FAX # \_\_\_\_\_

CHECK ONE: PARADE  RACE/RUN/WALK \_\_\_\_\_ OTHER \_\_\_\_\_

The above event will be held on OCT 31 from 6 PM to 9 PM RAIN DATE: \_\_\_\_\_

Location of event: SEE ATTACHED

Sponsored by: ORANGEBURG FIRE ASSOC Telephone #: 845-721-4267

Address: 61 DUTCH HILL ROAD ORANGEBURG NEW YORK 10962

Estimated # of persons participating in event: \_\_\_\_\_ vehicles \_\_\_\_\_

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

PETER W BYRNE 845 721-4267

Signature of Applicant: [Signature] Date: 8/9/2021

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 8/9/21

Certificate of Insurance - Received On: 8/9/21

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit:  N - Received On: 8/12/21

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

NYSDOT Permit: Y  N - Received On: X

Route/Map/Parking Plan: Y  N - Received On: 8/9/21

RFS #: 50709 BARRICADES: Y  N CONES: Y  N TRASH BARRELS: Y  N OTHER: \_\_\_\_\_

APPROVED: [Signature] DATE: 8-16-21  
Superintendent of Highways

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

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

Port-o-Sans: Y  N Other:

APPROVED: [Signature] DATE: 8/26/21  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y  N: Police/Auxiliary Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 08/24/2021  
Chief of Police  
APPLICANT REQUESTS SMALL DETAIL

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED

AUG 09 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

RECEIVED

AUG 30 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

RECEIVED  
AUG 23 2021  
Orangetown Police Department

RECEIVED

AUG 12 2021

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

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

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



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

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

**ROAD CLOSING PERMIT APPLICATION**  
**Section 139 Highway Law**

NAME ORANGEBURG FIRE DEPARTMENT DATE 8/11/2021  
COMPANY PETER W BYRNE  
ADDRESS 61 DUTCH HILL ROAD ORANGEBURG NY 10962  
TELEPHONE 845-721-4267  
**(INCLUDE 24 HOUR EMERGENCY NUMBERS)**

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

SEE ATTACHED MAP

(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING HALLOWEEN PARADE

DATE OF CLOSING 10/31/2021 RAIN DATE ---

TIME ROAD WILL BE CLOSED ~ 6 PM - 8 PM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

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

PRELIMINARY APPROVAL [Signature] DATE 8/11/21

JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



Peter W Byrne  
Chief

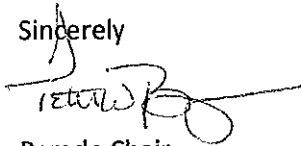
---

Orangeburg Fire Department  
61 Dutch Hill road  
Orangeburg, New York 10962  
845-359-5921 Office  
845-721-4267 Cellular  
Pbyrne@orangeburgfd.org

August 9, 2021

On behalf of the Orangeburg Fire District I am requesting barricades, trash bins, and auxiliary police for use on Saturday, October 31, 2020 for the annual OFD Halloween Parade. The parade starts at 6:30 PM and will conclude by 9 PM. I appreciate your consideration and assistance with this matter.

Sincerely



Parade Chair  
Orangeburg Fire Department





ORANFIR-01

NKILDUF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2021

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).


<b>PRODUCER</b> CLG Insurance - Mahwah 1200 MacArthur Blvd. Suite 105 Mahwah, NJ 07430	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (845) 623-3434 FAX (A/C, No): (845) 623-4332 E-MAIL ADDRESS: certificates@clginsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Orangeburg Fire District Joe Maggione 61 Dutch Hill Road Orangeburg, NY 10962	<b>INSURER A:</b> Arch Insurance Company <b>NAIC #</b> 11150
	<b>INSURER B:</b> State Insurance Fund Workers' Compensation Fund <b>36102</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vol Emer Srv 1mil/1m GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MEPK08634402	2/24/2021	2/24/2022	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 - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MEPK08634402	2/24/2021	2/24/2022	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	2/24/2021	2/24/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W11710639	3/1/2020	3/1/2021	PER STATUTE 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: Showmobile. Town of Orangetown is included as additional insureds under the General Liability as per the written agreement with regard to work performed by the named insured. Per the terms of the blanket additional insured endorsement, coverage for the additional insureds is contingent upon written agreement with the named insured requiring such coverage.

<b>CERTIFICATE HOLDER</b> Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RECEIVED

AUG 06 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

RECEIVED

AUG 16 2021

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 21-SP-029



EVENT NAME: Pearl River Auto show

APPLICANT NAME: Pearl River Hook & Ladder FD - MARK Outwater

ADDRESS: 58 E. Central ave.

PHONE #: 845-304-4181 CELL # 845 304 4181 FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER Auto Show

The above event will be held on Sept 19 2021 from 6 AM to 6 PM RAIN DATE: Sept 26

Location of event: Central ave Field

Sponsored by: Pearl River Hook & Ladder Telephone #: 845-304-4181

Address: 58 E. Central ave P.R NY 10965

Estimated # of persons participating in event: 1500 vehicles 250

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

Pearl River Hook & Ladder FD

Signature of Applicant: Mark Outwater Date: 8/6/2021  
BOD Chairman

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 8/6/21

Certificate of Insurance - Received On: 8/6/21

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y /  N - Received On: X

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

NYS DOT Permit: Y /  N - Received On: \_\_\_\_\_

Route/Map/Parking Plan: Y /  N - Received On: X

RFS #: 50703 BARRICADES: Y / N CONES: Y / N TRASH BARRELS:  / N OTHER: —

APPROVED: [Signature] SUPERINTENDENT OF HIGHWAYS  
DATE: 8.6.21

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans:  Y / N: Z Other: \_\_\_\_\_

APPROVED: [Signature] SUPERINTENDENT OF PARKS & RECREATION  
DATE: 8/11/21

FOR POLICE DEPARTMENT USE ONLY:

Police Detail:  Y / N: NONE Items: \_\_\_\_\_

APPROVED: [Signature] CHIEF OF POLICE  
DATE: 08/12/2021

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2021

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).


<b>PRODUCER</b> Griffith Agency, Inc. 59 East Central Avenue Pearl River NY 10965		<b>CONTACT NAME:</b> Emma Torres <b>PHONE (A/C, No, Ext):</b> (845) 735-4800 <b>FAX (A/C, No):</b> (845) 735-4825 <b>E-MAIL ADDRESS:</b> emma@griffith-insurance.com	
<b>INSURED</b> Pearl River Hook And Ladder Co #1 Inc PO Box 6 Pearl River NY 10965		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Alternative Ins. Corp <b>INSURER B:</b> The State Insurance Fund <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2171501186      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		VFNU-TR-0017792-01	07/24/2021	07/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			VFNU-TR-0017792-01	07/24/2021	07/24/2022	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			VFNU-TR-0017792-01	07/24/2021	07/24/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	11873205	07/24/2021	07/24/2022	<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)  
 Orangetown Highway Department listed as additional insured per written contact.

<b>CERTIFICATE HOLDER</b> Town of Orangetown 26 Orangburg Road Orangeburg NY 10962	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Katherine Fairclough**

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**From:** mark outwater <mso10965@yahoo.com>  
**Sent:** Thursday, August 5, 2021 1:03 PM  
**To:** Orangetown Highway  
**Subject:** Pearl River Auto Show  
**Attachments:** Town of Orangetown - Car Show 001.jpg

RECEIVED  
AUG 05 2021  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

[External Email]

---

August 5, 2021

Highway Department  
Mr. James Dean  
Route 303  
Orangeburg, NY 10962

Dear Mr. Dean

The members of the Pearl River Hook & Ladder Company will be holding their annual Car Show on Sunday, September 19, 2021 on the Central Avenue field in Pearl River. We would be grateful if the town would provide the following items:

15 – 55 gal drums for garbage

The rain date for this event will be on Sunday, September 26, 2021.

We would like to thank you for your continued support.

Attached is our Insurance certificate.

Respectfully,

Mark S. Outwater  
Car Show Committee Chairman  
845-304-4181

Sent from [Mail](#) for Windows 10



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2021

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<b>PRODUCER</b> Griffith Agency, Inc. 59 East Central Avenue  Pearl River NY 10965	<b>CONTACT NAME:</b> Emma Torres <b>PHONE (A/C, No, Ext):</b> (845) 735-4800 <b>E-MAIL ADDRESS:</b> emma@griffith-insurance.com	<b>FAX (A/C, No):</b> (845) 735-4825
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pearl River Hook And Ladder Co #1 Inc PO Box 6  Pearl River NY 10965	<b>INSURER A:</b> American Alternative Ins. Corp	
	<b>INSURER B:</b> The State Insurance Fund	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2171501186

REVISION NUMBER:

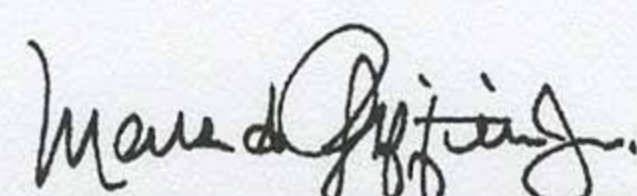
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFNU-TR-0017792-01	07/24/2021	07/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			VFNU-TR-0017792-01	07/24/2021	07/24/2022	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VFNU-TR-0017792-01	07/24/2021	07/24/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			11873205	07/24/2021	07/24/2022	<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)**

Orangetown Highway Department listed as additional insured per written contact.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Orangetown 20 South Greenbush Road  Orangeburg NY 10962	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Portable Toilet Request Form

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

### Event Information

**Event Name \*** Pearl River Auto Show

**Event Location Name \*** Central Ave. Field

**Event Address \***

Street Address	
58 E. Central Ave.	
Address Line 2	
City	State / Province / Region
Pearl River	New York
Postal / Zip Code	Country
10965	United State

**Event Start Date \*** 9/19/2021  
06:00:00 AM

**Event End Date \*** 9/19/2021  
06:00:00 PM

**Set-up Info \*** Please describe the exact location the units should be placed on the event site  
Franklin Ave Entrance  
Sidewalk next to Firehouse parking lot.  
  
Raindate of 9/26/21 same hours

**Number of regular units required \*** 2

**Number of ADA units required \*** 0

**Total Number of units required \*** 2

### Applicant Information

**Applicant First Name \*** Mark

**Applicant Last Name \*** Outwater

**Organization Name \*** Pearl River Hook & Ladder

**Organization Not For Profit? \***  Yes  
 No

**Organization Address \***  
Street Address  
58 E. Central Ave.  
Address Line 2  
City  
Pearl River  
Postal / Zip Code  
10965

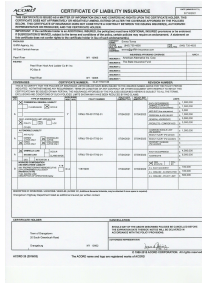
State / Province / Region  
New York  
Country  
United States

**Phone (w) \*** 8453044181

**Phone (c) \*** 8453044181

**Email \*** mso10965@yahoo.com

**Certificate of Insurance \*** Town of Orangetown - Car Show 001.jpg 1.64MB



Certificate must list the Town of Orangetown as additional Insured

**Signature \***

*Mark S Outwater*



DEPARTMENT OF PERSONNEL
50 Sanatorium Road, Building A
Pomona, New York 10970
Phone: (845) 364-3737 Fax: (845) 364-3738
Email: rc.personnel@co.rockland.ny.us

Lori Gruebel
Commissioner of Personnel

08/03/2021

Teresa Kenny, Supervisor
Town of Orangetown
Orangetown Town Building
26 Orangeburg Road
Orangeburg, NY 10962

Dear Ms. Kenny:

The enclosed Certification of Eligibles is forwarded

- (X) at the request of Bob Urban
() as required by the Civil Service Law and Rules.

It is for use in making (X) Permanent () Contingent-Permanent () Temporary appointment (s) in 1 position (s) of Administrative Secretary from list #21006 (PROM).

- () currently vacant () expected to be vacant
(X) provisionally filled () temporarily filled
() newly established () recently classified (action to establish required before making appointment.)

Any provisional or temporary employee in the position must be among the top three eligibles willing to accept appointment in order to be given a permanent or contingent-permanent appointment. If there are fewer than three eligibles willing to accept an appointment in this title, you may appoint one of the eligibles, grant another provisional appointment to an incumbent (if not barred) or provisionally appoint another qualified individual. Civil Service Law and Rules require the provisional or temporary services of the following employee (s) to be terminated in the above title no later than the date (s) shown. Any with permanent competitive class status must be returned to his/her title (see below).

Table with 4 columns: Name of Employee, Date, Permanent Title, Further Prov. Appt Barred. Row 1: Ellen Fordham, 10/3/2021, Secretarial Assistant II, No.

The completed original copy of this Certification should be returned to this office as soon as practicable. Note detailed instructions attached. If an appointment is made of an individual named on the Certification, please submit a Data Change form or Personnel Transaction form, as appropriate, when you return the Certification.

Enclosure (s)

# Certification of Eligibles

<p style="text-align: center;"><b>LORI GRUEBEL</b> COMMISSIONER OF PERSONNEL</p>	<p>TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE</p> <p><input type="checkbox"/> This Certification Not Used Because _____</p> <p><input type="checkbox"/> Request Name of More Eligibles _____</p> <p><input type="checkbox"/> No Additional Names Now Required</p>
<p>PT1 RECEIVED _____</p> <p>DATE CHANGE FORM RECEIVED _____</p> <p>ROSTER ENTRY MADE _____</p> <p>VET CR RECORDED _____ EL LIST ANNOTATED _____</p>	<p>Appointing Authority Must Sign and Date this Form on or before 09/17/2021 and return on or before 10/17/2021</p> <p>Appointing Authority: _____</p> <p>Date: _____ Title: _____</p>

<p><b>TO:</b> SUPERVISOR, TERESA KENNY Town of Orangetown Orangetown Town Building 26 Orangeburg Road Orangeburg, NY 10962</p>	<p><b>FROM:</b> Rockland County Department of Personnel 50 Sanatorium Road – Building A Pomona, NY 10970</p>
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<b>JOB TITLE</b> ADMINISTRATIVE SECRETARY	<b>LOCATION</b> TOWN OF ORANGETOWN	<b>EXAM NUMBER/PUBLIC NO</b> 73-505/21006
<b>NUMBER OF CANDIDATES</b> 1	<b>POSITIONS</b> 1/PERM/F	<b>DATE OF CERTIFICATION</b> 08/03/2021

**COMPLETE CURRENT LIST.**

#	Name and Address	Final Exam Rating	V/Q Credits	Report Of Action	Type of Appt	Salary	Effect Date
1	FORDHAM, ELLEN 615 WESTERN HIGHWAY BLAUVELT, NY 10913 (845)359-6681(home) (638)359-6502(work) (845)300-2409(cell) ELLIEFORDHAM@YAHOO.COM	80.00	0.00/4.00				

\_\_\_\_\_  
Issuing Agency Signature

\_\_\_\_\_  
Appointing Agency Signature

**RESOLUTION NO. 591 - Continued**

**BE IT FURTHER RESOLVED**, that the Supervisor or his designee is hereby authorized to execute the License, Hold Harmless and Indemnification Agreement and any and all other documents necessary in order for same to be recorded in the Rockland County Clerk's Office, at the expense of the owner and to be filed in the Town Clerk's Office.

Ayes: Councilpersons Valentine, Diviny, Troy, Bottari  
Supervisor Day  
Noes: None

**RESOLUTION NO. 592**

**PEARL RIVER CHAMBER OF  
COMMERCE / PEARL RIVER DAY  
FESTIVAL / MEMBER BUSINESSES  
DISPENSE ALCOHOLIC BEVERAGES  
SUBJECT TO SLA LICENSING  
REQUIREMENTS**

Under new business, Councilman Troy offered the following resolution, which was seconded by Councilman Diviny and was unanimously adopted:

**WHEREAS**, the Pearl River Chamber of Commerce has formally requested on behalf of the member businesses it represents, permission, pursuant to Town Code Section 10-4(B)(1) to dispense alcoholic beverages on Town Property as part of their Pearl River Day Festival,

**BE IT RESOLVED**, that subject to the requirements of the New York State Liquor Authority regulations (SLA), including a securing a proper license therefrom, the Town of Orangetown Police Department, and to the execution of an agreement with the Town to provide proof of insurance and indemnification, the Town Board hereby grants permission to the businesses authorized under the Pearl River Chamber of Commerce's permit to dispense alcoholic beverages upon Town property during the hours of 1 pm to 9 pm at the Pearl River Day Festival to be held on Saturday, October 6, 2018.

Ayes: Councilpersons Troy, Diviny, Valentine, Bottari  
Supervisor Day  
Noes: None

**RESOLUTION NO. 593**

**RECLASSIFY SECRETARIAL  
ASSISTANT II TO ADMINISTRATIVE  
SECRETARY I / DEME & APPOINT  
ELLEN FORDHAM**

Under new business, Councilman Valentine offered the following resolution, which was seconded by Councilman Troy and was unanimously adopted:

**RESOLVED**, upon the recommendation of Rockland County Personnel, reclassify the position of Secretarial Assistant II in the D.E.M.E. / Sewer Department, Grade 10 to the position of Administrative Secretary I, Grade 12, effective September 7, 2018.

**BE IT FURTHER RESOLVED**, that Ellen Fordham is hereby appointed to the position of Administrative Secretary I, provisional, in the D.E.M.E. / Sewer Department, Grade 12, Step 8/13 at a salary of \$ 79,092, effective September 7, 2018.

Ayes: Councilpersons Valentine, Troy, Diviny, Bottari  
Supervisor Day  
Noes: None



# Rockland County

Ed Day, Rockland County Executive

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**DEPARTMENT OF PERSONNEL**

50 Sanatorium Road, Building A  
Pomona, New York 10970  
Phone: (845) 364-3737 Fax: (845) 364-3738  
Email: rpersonnel@co.rockland.ny.us

Lori Gruebel  
Commissioner of Personnel

**APPLICANT-** ELLEN FORDHAM

**POSITION-** ADMINISTRATIVE SECRETARY I

**DATE PO 23 SENT-** 10/16/18 **EFFECTIVE DATE-** 10/15/18 **DEPT./AGENCY -** TOWN OF ORANGETOWN - GENERAL OFFICES

The application of the above-named individual for the position noted has been examined to determine eligibility for appointment in accordance with the Civil Service Law and Rules.

**DETERMINATION OF APPLICATION REVIEW:**

- (X) Approved in accordance with the current specification for the position indicated.
- ( ) Approved conditionally pending:
- ( ) Not approved for reason stated:

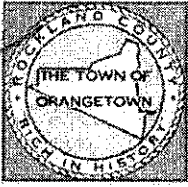
**CAUTION:** Any approval of an application is limited solely to the title indicated and does not imply that the individual concerned may now be appointed. Please note the following:

Appointment to any position requires prior classification by this office and establishment by proper authority in your jurisdiction of a position in that title.

- a. Provisional appointment cannot be made if an eligible list containing the names of three or more individuals willing to accept appointment in your jurisdiction exists. Always receive clearance from the appropriate operating sections of this office prior to your making a provisional appointment.
- b. Temporary appointments except to existing vacant but encumbered positions require prior classification of the position if such appointment is (a) for a period in excess of 30 days or (b) for a title above entry level. A temporary appointment to a competitive class position for a period in excess of 30 days must be made from an appropriate eligible list, if available.

**FURTHER ACTION REQUIRED BY APPOINTING AUTHORITY:**

- (X) Application retained. If individual is appointed, send in Employee Data Change Form or Report of Personnel Change (PT1).
- ( ) Application retained pending clearance of condition (see above). If not cleared within (30) days, application will be returned disapproved.
- ( ) Application and/or Employee Data Change Form or Report of Personnel Change (PT1) returned for amendment of filing.



**TOWN OF ORANGETOWN**

26 ORANGETOWN ROAD  
ORANGETOWN, NY 10962  
Web Site: www.orangetown.com

**PO Number :** 52509  
**Date :** 08/10/2021  
**Page:** 1 of 1

**Purchase Order**

**Vendor :** 000000531  
ROBERT GREEN TRUCK DIV I  
P.O. BOX 8002  
ROCK HILL, NY 12775

**Ship To:**  
TOWN OF ORANGETOWN  
26 ORANGETOWN ROAD  
ORANGETOWN, NY 10962  
Phone # (845) 359-5100

**Bill To:**  
TOWN OF ORANGETOWN  
26 ORANGETOWN ROAD  
ORANGETOWN, NY 10962  
Phone # (845) 359-5100

**CONTRACT #** COUNTY OF ONONDAGA BID REF# 8771\_9/2017 - 9/2022

**Description:** 2021 JEEP GRAND CHEROKEE LAREDO 4X4 WKJH74

Qty.	Unit	Description	Unit Price	Amount
1.0000		2021 JEEP GRAND CHEROKEE LAREDO 4X4 WKJH74	29,167.8500	29,167.85
		A.1355.200 (GENERAL FUND.ASSASSOR.CAPITAL OUTLAY)		
<b>Total:</b>				\$29,167.85

I, Robert S. Green, certify that the above account in the amount of \$ 29,167.85 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality, on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

8/10/2021 DATE      [Signature] SIGNATURE      President TITLE

Ordered By: JGANLEY Req. Date: 08/10/2021 Req. No: 2555 Approved By: JWB, JWB

[Signature] Authorized Official      Date      [Signature] Authorized Official      8/11/21 Date

ROBERT GREEN TRUCK DIVISION  
P.O. BOX 8002  
ROCK HILL, NY 12775

845-794-0300  
1-800-598-8782  
FAX 845-794-0295

DELIVERY INFORMATION

PLEASE PRINT CLEARLY:

CONTACT PERSON: Drian Kenney PHONE#: 845-359-5100 <sup>X2223</sup>  
DELIVERY ADDRESS: 26 W. Orangetown Rd Orangetown, NY  
HOURS DELIVERY WILL BE ACCEPTED: 9-5 Monday to Friday

DISCREPANCIES MUST BE NOTED ON DELIVERY RECEIPT

VEHICLE REGISTRATION: (EXACTLY AS IT SHOULD APPEAR ON DMV PAPERWORK)

NAME: Town of Orangetown  
STREET ADDRESS: 26 Orangetown Rd  
CITY, STATE, ZIP: Orangetown, NY 10962 COUNTY: Rockland  
BILLING ADDRESS: ( IF DIFFERENT THAN DMV ADDRESS)  
same as above

WHERE SHOULD THE INVOICE BE SENT FOR PAYMENT:

WITH THE VEHICLE: \_\_\_\_\_ OR ANOTHER LOCATION:

IF ANOTHER LOCATION: ADDRESS WHERE THE INVOICE SHOULD BE MAILED:

26 Orangetown Rd, Orangetown, NY 10962  
FAX#: 845-359-5114 E-MAIL: A.Serafin@Orangetown.com

PAYMENT TERMS: NET 30 DAYS (ALLY BANK ASSIGNMENT REQUIRED) A FINANCE CHARGE OF 1 1/2% PER MONTH AFTER 30 DAYS.

NAME OF CONTACT FOR PAYMENT:

NAME: Janice Ganley DEPT: Finance  
PHONE: 359-5100 EXT: 2262 E-MAIL: J.Ganley@Orangetown.com

IS VOUCHER REQUIRED? YES:  NO: \_\_\_\_\_

(IF YES, VOUCHER MUST BE RECEIVED BEFORE VEHICLE WILL BE DELIVERED)

[Signature]  
(SIGNATURE)

8/11/21  
(DATE)





# Waste Tire Management Fee Exempt Purchase Certificate

# MT-171

(9/04)

To be completed by the purchaser and given to the seller.

(for use on or after September 19, 2004)

(Please print or type)

Name of seller <i>Robert Green Auto &amp; Truck, Inc.</i>			Name of purchaser <i>Town of Orangetown</i>		
Street address <i>PO Box 8002</i>			Street address <i>26 Orangeburg Rd</i>		
City <i>Rock Hill</i>	State <i>New York</i>	ZIP code <i>12775</i>	City <i>Orangeburg</i>	State <i>NY</i>	ZIP code <i>10962</i>

Check one: Single-purchase certificate    
 Blanket certificate

My purchase is exempt from the waste tire management fee for the reason indicated below. (Check the box next to the exemption you are claiming.)

- (a) The purchase is for resale.
- (b) The purchase is for new tire(s) that will be installed for use on, or as part of, one of the following:
  - (1) Electrically driven mobility-assistance devices operated or driven by persons with a disability.
  - (2) Go-carts: small motorized devices with four wheels created for off-road use that cannot be registered as either a motor vehicle or ATV.
  - (3) Golf carts.
  - (4) Go-peds: devices, like a skateboard or scooter, that have a motor attached and a handle for a standing rider.
  - (5) Mini-bikes: small motorized devices with two wheels created for off-road use that do not qualify as limited-use motorcycles, motorcycles, or ATVs.
  - (6) Motor-assisted bicycles: bicycles that have a small motor attached that do not qualify for registration as limited-use motorcycles, motorcycles, or ATVs.
  - (7) Vehicles that run only upon rails or tracks.
  - (8) Aircraft.
  - (9) Equipment excluded from the definition of trailer under Vehicle and Traffic Law section 156 (e.g., a welder mounted on a chassis or an air compressor mounted on wheels).
- (c) The purchase is for use on a governmental vehicle of the United States, its agencies and instrumentalities, the state of New York, its agencies, instrumentalities, and political subdivisions. Complete the certification below.

*This is to certify that I, the undersigned, am a representative of the department, agency, or instrumentality of New York State, the United States government, or the political subdivision of New York State indicated below; and that the tires are for a governmental vehicle and have been or will be paid for by that governmental entity.*

Governmental entity (federal, state, or local) <i>Town of Orangetown</i>		Agency, department, or division <i>Assessor's Office</i>	
Employee name (print or type) <i>Brian Kenney</i>	Employee title <i>Assessor</i>	Employee signature <i>B Kenney</i>	Date <i>8, 11, 21</i>

If this is a blanket certificate and in the future I make a purchase that does not qualify for the exemption, I will pay the fee to the seller at the time of purchase.

I certify that the above statements are true and correct. I make these statements with the knowledge that willfully issuing a false or fraudulent certificate is a misdemeanor under section 210.45 of the Penal Law. I also understand that the New York State is authorized to investigate the validity of exemptions claimed or the accuracy of any information entered on this form.

Signature of purchaser	Print name	Date

**WARRANT**

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Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	082021	\$ 1,282,590.29
	082421	\$ 156,585.45
	090321	\$ 180,466.78
	091421	\$ 578,043.34
	<b>Total</b>	<b>\$ 2,197,685.86</b>

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Denis Troy

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Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 9/9/2021  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 9/14/2021 consists of 4 warrants for a total of \$2,197,685.86.

The first warrant had 82 vouchers for \$1,282,590 and had the following items of interest.

1. Applied Golf (p1) - \$124,500 for Blue Hill mgmt. contract.
2. Applied Golf (p1) - \$49,583 for Broadacres mgmt. contract
3. Crown, Castle Fiber (p2) - \$6,470 for connectivity.
4. CSEA Employee Benefit Fund (p3) - \$30,992 for dental benefits
5. JP Morgan Equipment Finance (p5) - \$53,828 for energy performance contract.
6. NYPA (p6) - \$21,790 for street light contract.
7. NYS Dept. of Civil Service (p28) \$734,678 for health care benefits

The second warrant had 25 vouchers for \$156,585 and had the following items of interest.

1. Capasso & Sons (p2) - \$74,301 for recycling.
2. Chestnut Ridge Transport (p2) - \$27,900 for day camp bussing.
3. Skyhawks Sports Academy (p4) - \$7,385 for summer camp program.

The third warrant had 14 vouchers for \$180,466 and had the following items of interest.

4. Bauer-Crowley (p1) - \$134,235 for Public Officials and Cyber Security insurance renewals.

The fourth warrant had 208 vouchers for \$578,043 and had the following items of interest.

5. All-Bright Electric (p2) - \$10,700 for streetlight contract (6 mos.)
6. Barrett Inc. (p7) - \$11,161 for retainage release.
7. Candle (p14) - \$17,566 for 2<sup>nd</sup> payment of substance abuse programs.

8. Cotter, Michael (p19) - \$21,175 for title searches.
9. Federal Eastern International (p23) - \$14,653 for Police supplies.
10. Gentile Construction Corp. (p25) - \$12,150 for concrete recycling.
11. Goosetown Enterprises (p29) - \$11,739 for leases.
12. Hudson Valley Engineering Associates (p31) - \$11,220 for highway project (N. Middletown Rd.)
13. JCI Jones Chemicals (p39) - \$9,745 for sewer chemicals.
14. Johnson Controls (p40) - \$6,415 for service agreement.
15. Keane & Beane (p41) - \$8,954 for outside counsel.
16. Laberge Engineering & Consulting (p41) - \$12,267 for grant services.
17. Lothrop Associates (p43) - \$83,799 for Town Hall design services.
18. MUNIS (p47) - \$49,450 for annual software agreement.
19. Robert Green Truck Services (p54) \$29,167 for assessor's vehicle.
20. RCSWMA (p56) - \$7,707 for compactor and solid waste disposal.
21. Siewert Equipment Co. (p61) - \$8,996 for sewer equipment repairs.
22. Sprague Operating Resources (p63) - \$20,557 for fuel.
23. Tilcon NY (p68) - \$23,737 for Highway materials.
24. Tomco Construction (p68) - \$70,755 for Homes for Heroes project.
25. WW Grainger (p73) - \$5,894 for Sewer plant supplies.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204