ORANGETOWN TOWN CLERK, ROSANNA SFRAGA, ROCKLAND GREEN - Reduce, Recycle, Recover and PEOPLE TO PEOPLE will host the SEMI-ANNUAL PAPER SHREDDING and NON-PERISHABLE FOOD COLLECTION EVENT



Saturday, October 15, 2022 8:00 a.m. – 11:30 a.m.

Shredding Service is FREE & SECURE

- Drive-thru (drive-up to the Shredding Truck. LIMIT 3 BOXES. DO NOT get out of your vehicle. Someone will unload your documents from your vehicle.
- Paper Clips and Staples are Acceptable
- NO Plastic Bags, Binders, or Large Binder Clips
- Please bring Non-perishable Food items for donation to "People to People" a local food pantry.

Let's shred hunger together!



Orangetown Town Hall - Parking Lot 26 W. Orangeburg Road, Orangeburg, NY - 845-359-5100 x5004

COVENANT, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS COVENANT, HOLD HARMLESS AND INDEMNIFICATION

AGREEMENT (this "Agreement") made of the 30^{++-} day of 30^{++-} day of 30^{++-} 2022 by and between 29 Corporate Drive, LLC at 10 Sharp Plaza, Mahwah, NJ 07436, 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 being a part hereof, and known as and by street number 29 Corporate Drive, Orangeberg, in the Town of Orangetown, County of Rockland and being designated on the Orangetown Tax Map as Section 79.13, Block 1, Lot 8 and the party of the second part has a Drainage Easement on the property owned by the party of the first part and party of the first part wishes to grade and construct a new storm water management facility including a portion of a 12 feet wide "Geo-Black" porous pavement maintenance path, a storm water drainage manhole for valve access, a 24 ft. wide rip ramp stabilized spillway, approximately 20 feet of 4" diameter PVC drain pipe, and temporary siltation fence. The siltation fence shall be removed upon completion of the project and all disturbed site areas shall be stabilized. The existing drainage structures and drainage ditch within the easement shall not be disturbed during the coarse of construction.

WHEREAS, the party of the second part is agreeable to permitting the party of the first part to construct and maintain the drainage facilities.

WHEREAS, the party of the second part will not be, as a result of or in connection with or related to, incurring any liability in or any responsibility for the removal, upkeep, repair, replacement, restoration and/or maintenance of said drainage facility.

WHEREAS, the party of the first part will not assert that the party of the second part relinquishment or abandonment, or clause thereof, or other estate, interest and/or right held by the party of the second part in or to be in the easement area.

WHEREAS, the party of the first part agrees, at its sole cost and expense to indemnify and hold harmless and defend the party of the second part from and against any and all liability, or responsibility, resulting from or in connection with, or related to, the removal, upkeep, repair replacement, restoration and/or maintenance of said drainage facility.

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 the right to install drainage facilities on the party of the second part's easement.

THIRD: The party of the first part agrees to indemnify and hold harmless and defend the party of the second part from any and all liability or responsibility in connection with, or related to, this Agreement, including, without limitation, any claims, proceeding, legal fees, and any and all liability and responsibility in connection therewith or related thereto, and any damage or injury to the right of way area and/or the premises which may be the result of, or attributable to, any damage or injury caused by the party of the second part, its employees and/or agents due to the failure or timely failure of the party of the first part to act hereunder or comply herewith, or with any Notice given it, in accordance with, or pursuant to, or as contemplated by the party of the first part to perform and/or which result, directly or indirectly, from the exercise by the party of the second part of its rights under, or related or incidental to the easement.

FOURTH: 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 easement area, or any part thereof, and further agrees that the improvement 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 easement area.

FIFTH: 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.

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

/

29 Corporate Drive, LLC

By shure (Name) (Title)

TOWN OF ORANGETOWN

By:_____(Name) (Title)



STATE OF NEW YORK)

COUNTY OF ROCKLAND)

On the <u>30</u> day of May in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared Ralph Newarsh, 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.

: SS.:

Kitch fo Jenfeld

STATE OF NEW YORK) : SS.:

COUNTY OF ROCKLAND)

On the 30th day of May in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

DESCRIPTION DRAINAGE EASEMENT IN FAVOR OF THE TOWN OF ORANGETOWN LANDS OF 29 CORPORATE DRIVE LLC TOWN OF ORANGETOWN ROCKLAND COUNTY, NEW YORK

All that certain plot, piece or parcel of land, situate in the Town of Orangetown, County of Rockland, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point lying on the southwesterly line of Corporate Drive, said point being the easterly corner of lands herein described and the northerly corner of lands now or formerly 25 Corporate Drive;

THENCE running along the northwesterly line of said 25 Corporate Drive being the southeasterly line of lands herein described,

(1) South 42 degrees, 12' 30" West, as per Instrument No. 2017-00041757, a distance of 446.00 feet to a point being a westerly corner of lands of said 25 Corporate Drive, a southerly corner of lands herein described and lying on the northeasterly line of lands now or formerly Town of Orangetown;

THENCE running along a portion of the northeasterly line of lands of said Town of Orangetown being a southwesterly line of lands herein described,

(2) North 47 degrees, 47' 30" West, a distance of 25.00 feet, to a point being the northerly corner of lands of said Town of Orangetown;

THENCE running along the northwesterly line of lands of said Town of Orangetown being a southeasterly line of lands herein described,

(3) South 42 degrees, 12' 30" West, a distance of 60.00 feet, to a point being the westerly corner of lands of said Town of Orangetown, the southerly corner of lands herein described and lying on the northeasterly line of lands now or formerly Hwang, said point also lying on the northeasterly line of Bergen County, State of New Jersey being the southwesterly line of Rockland County, State of New York;

THENCE running along a portion of the northeasterly line of lands of said Hwang being the southwestelry line of lands herein described, said line being a portion of the northeasterly line of said Bergen County, State of New Jersey being a portion of the southwesterly line of Rockland County, State of New York,

(4) North 47 degrees, 47' 30" West, a distance of 120.00 feet to a point being the southwesterly corner of lands herein described;

THENCE running through lands now or formerly 29 Corporate Drive LLC on the following five (5) courses and distances:

- (5) North 74 degrees, 21' 59" East, a distance of 197.28 feet;
- (6) North 42 degrees, 12' 30" East, a distance of 250.00 feet;
- (7) North 02 degrees, 47' 30" West, a distance of 69.28 feet;
- (8) North 47 degrees, 47' 30" West, a distance of 180.00 feet, to a point being the northwesterly corner of lands herein described; and
- (9) North 42 degrees, 12' 30" East, a distance of 40.00 feet, to a point being the northerly corner of lands herein described and lying on the southwesterly line of Corporate Drive;

THENCE running along the southwesterly line of said Corporate Drive being the northeasterly line of lands herein described,

(10) South 47 degrees, 47' 30" East, a distance of 269.00 feet, to the point or place of BEGINNING;

All as shown as a drainage easement in favor of the Town of Orangetown on a map entitled "Existing Conditions Map Prepared for Chefman, Town of Orangetown, Rockland County, New York", dated June 26, 2020, last revised March 25, 2022, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 0.869± acres

Premises herein described being a portion of Tax Map Lot No. 8, in Block 1, within Section 73.19, as shown on the Tax Maps of the Town of Orangetown, Rockland County, New York dated 2021.

Premises herein described being a portion of the same premises as described in Instrument No. 2017-00041757, as filed in the Rockland County Clerk's Office.

Premises herein described being subject to any other easements, rights-of-way, covenants or restrictions of record.

to Establish Value and Term of Performance Bond Recommendation to the Town Board PB #22-38: SMK Erie Subdivision Plan

July 27, 2022 Page 1 of 2 Town of Orangetown Planning Board Decision

FROM: ğ SMK Homes, 23 Water Edge, Congers, New York Town of Orangetown Planning Board

located at 104 West Erie Street, Blauvelt, Town of Orangetown, Rockland **Subdivision Plan**", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Homes, owner, for a Recommendation to the Town Board to Establish the Value and Term of a Performance Bond for a site to be known as **"SMK Erie** RE: County, New York, and as shown on the Orangetown Tax Map as Section; 70.13, Block 1, Lot 20; in the R-15 zoning district. Chapter 21 and Chapter 21 of the Code of the Town of Orangetown. SMK West Erie Subdivision Plan: The application of SMK The site is

determinations Heard by the Planning Board of the Town of Orangetown at a meeting held Wednesday, July 27, 2022, at which time the Board made the following

The Board received the following communications: 1. Project Review Committee Report dated July 13, 2022. 2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated July 21, 2022.

Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated July 12, 2022. Interdepartmental memorandum from the Department of Environmental

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

aye; Mandel, Vice Chairman, and second by Kevin Farry and carried as follows: Thomas Warren - Chairman, aye; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael McCrory, absent; Andrew Andrews, A motion was made to open the Public Hearing portion of the meeting by Michael and Lisa DeFeciani, aye

aye; and Lisa DeFeciani, aye Chairman and section by Andrew Andrews and carried as follows: Thomas Warren - Chairman, aye; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael McCrory, absent; Andrew Andrews, A motion was made to close the Public comment by Michael Mandel, Vice

memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by the Performance Bond be established in accordance with the Interdepartmental Bruce Peters, P.E., dated July 12, 2022 **RECOMMENDATION**: In view of the foregoing, the Planning Board Recommends to the Town of Orangetown Town Board that the value and term of

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to Establish Value and Term of Performance Bond Recommendation to the Town Board PB #22-38: SMK Erie Subdivision Plan

July 27, 2022 Page 2 of 2 Town of Orangetown Planning Board Decision

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before July 27, 2024, subject to the following conditions:

. ` by DEME. OBZPAE has no comment regarding the performance bond as recommended

until all comments are met from the various agencies, all approvals are obtained, the Final Site Plan is stamped by the Chief Clerk to the Board and construction plans are reviewed and approved by the inspector. 2. The applicant is reminded that no work can begin and no permit will be issued

DEME's bonding requirements for the SMK Erie Subdivision are as follows:

| Inspection Fee: \$ | Total Bond | Administrative Close -out (20% of Sub-Total) | Sub-Total \$ | Sanitary Sewers | Soil Erosion and Sediment Control | Storm sewers | ITEM Road \$ Concrete Curbing Monumentation \$ Iron Pins As-Builts |
|--------------------|---------------|---|--------------|-----------------|-----------------------------------|--------------|--|
| 14,640.00 | \$ 585,600.00 | 97,600.00 | 488,000.00 | 64,325.00 | 46,000.00 | 227,500.00 | 105,300.00 28,175.00 4,550.00 3,150.00 9,000.00 |

(3% of Sub-Total of original Bond amount)

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

The foregoing Resolution was made and moved by Andrew Andrews and second

The Clerk of the Board is hereby authorized, directed and empowered to sign this

Recommendation and file a certified copy in the Office of the Town Clerk and

TOWN AFFINSARIOS

TOWN OF ORANGETOY

2022 SEP - 1 D

this

Office of the Planning Board.

Town of Orangetown Planning Board

Dated: July 27, 2022

by Kevin Farry and carried as follows: Thomas Warren - Chairman, aye; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael McCrory, absent; Andrew Andrews, aye; and Lisa DeFeciani, aye.

Subdivision Performance Bond Site Improvements

KNOW ALL PERSONS BY THESE PRESENTS that we, <u>SMK Homebuilders, Inc.</u>, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under the laws of the state of Texas and duly licensed to conduct a general surety business in the state of <u>New York</u>, as Surety, are held and firmly bound unto <u>Town of Orangetown</u>, as Obligee, in the sum of <u>Five Hundred Eighty-Five Thousand Six Hundred Dollars</u> (\$585,600)) dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a development agreement (the "Agreement") with said Obligee relating to a subdivision identified as: SMK Erie West Subdivision Plan, Orangetown Planning Board # 22-38 (attached)

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform said Agreement during the original term thereof, or of any extension of said term that may be granted by the Obligee in writing and consented to in writing by the Surety, then this obligation shall be void, otherwise it shall remain in full force and effect. This obligation is subject to the following conditions:

- 1. This bond runs to the benefit of the named Obligee(s) only, and no other person or entity shall have any rights under this bond.
- 2. No claim shall be allowed against this bond after the expiration of one year from the completion date set forth in the Agreement, or one year from the end of the latest extension of time consented to in writing by the Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 3. In the event of a default by the Principal and the receipt by Surety of timely written notice of a claim, the Surety shall be liable to reimburse the Obligee for damages sustained by the Obligee as a result of Principal's default of its bonded obligation. It is understood and agreed that this bond shall not be construed as a penalty or as a forfeiture obligation, but rather reimburses the Obligee for actual losses incurred.
- This bond covers installation of site improvements, and does not cover on-going maintenance of completed site improvements. This bond will not respond to any liability that arises from design defects or efficiency guarantees.
- 5. In no event shall the Surety's aggregate liability hereunder exceed the dollar amount of this bond set forth above.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed by its duly authorized Attorney-in-Fact this <u>13th</u> day of <u>September</u>, <u>2022</u>.

Principal

SMK Homebuilders, Inc.

Signature of Authorized Officer Sean Kennan, President

Print Name & Title

Great Midwest Insurance Company

Signature of Attorney-in-Fact Aaron Steffey

Print Name



FOWER OF ATTORNEY Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Aaron Steffey, Lisa Battista

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



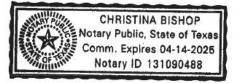
GREAT MIDWEST INSURANCE COMPANY

Hank w. Hour

Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY C

Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

| Signed and Sealed at Houston, TX this Day of | $\frac{2022}{22}$. |
|--|--------------------------------|
| CORPORATE SEAL | BY Artur KS |
| ELAS COAPORITION | Leslie K. Shaunty Secretary |

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PB #22-38: SMK Erie Subdivision Plan Recommendation to the Town Board to Establish Value and Term of Performance Bond

Town of Orangetown Planning Board Decision July 27, 2022 Page 1 of 2

TO: SMK Homes, 23 Water Edge, Congers, New York FROM: Town of Orangetown Planning Board

RE: SMK West Erie Subdivision Plan: The application of SMK Homes, owner, for a Recommendation to the Town Board to Establish the Value and Term of a Performance Bond for a site to be known as "SMK Erie Subdivision Plan", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 and Chapter 21 of the Code of the Town of Orangetown. The site is located at 104 West Erie Street, Blauvelt, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section; 70.13, Block 1, Lot 20; in the R-15 zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, July 27, 2022**, at which time the Board made the following determinations:

The Board received the following communications: 1 Project Review Committee Report dated July 13, 20

 Project Review Committee Report dated July 13, 2022.
 Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by

Jane Slavin, R.A., AIA, Director, dated July 21, 2022.

Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated July 12, 2022.

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

A motion was made to open the Public Hearing portion of the meeting by Michael Mandel, Vice Chairman, and second by Kevin Farry and carried as follows: Thomas Warren - Chairman, aye; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael McCrory, absent; Andrew Andrews, aye; and Lisa DeFeciani, aye.

A motion was made to close the Public comment by Michael Mandel, Vice Chairman and section by Andrew Andrews and carried as follows: Thomas Warren - Chairman, aye; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael McCrory, absent; Andrew Andrews, aye; and Lisa DeFeciani, aye.

RECOMMENDATION: In view of the foregoing, the Planning Board Recommends to the Town of Orangetown Town Board that the value and term of the Performance Bond be established in accordance with the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated July 12, 2022.

NN SEP-1 P E-15 TOWN CLERN'S OFFICE

TOWN OF ORANGETOWN

PB #22-38: SMK Erie Subdivision Plan Recommendation to the Town Board to Establish Value and Term of Performance Bond

Page 2 of 2 Town of Orangetown Planning Board Decision July 27, 2022

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before July 27, 2024, subject to the following conditions:

by DEME. 1. OBZPAE has no comment regarding the performance bond as recommended

until all comments are met from the various agencies, all approvals are obtained, the Final Site Plan is stamped by the Chief Clerk to the Board and construction 2. The applicant is reminded that no work can begin and no permit will be issued plans are reviewed and approved by the inspector.

3. DEME's bonding requirements for the SMK Erie Subdivision are as follows:

| Inspection Fee: \$ | Total Bond | Administrative Close -out (20% of Sub-Total) | Sub-Total \$ | Sanitary Sewers | Soil Erosion and Sediment Control | Storm sewers | ITEM \$ Road \$ Concrete Curbing \$ Monumentation \$ Iron Pins \$ As-Builts |
|--------------------|---------------|---|--------------|-----------------|-----------------------------------|--------------|--|
| 14,640.00 | \$ 585,600.00 | 97,600.00 | 488,000.00 | 64,325.00 | 46,000.00 | 227,500.00 | 105,300.00 28,175.00 4,550.00 3,150.00 9,000.00 |

(3% of Sub-Total of original Bond amount)

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

The foregoing Resolution was made and moved by Andrew Andrews and second

McCrory, absent; Andrew Andrews, aye; and Lisa DeFeciani, aye. by Kevin Farry and carried as follows: Thomas Warren - Chairman, aye; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael

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

Dated: July 27, 2022 Town of Orangetown Planning Board

TOWN OF ORANGETON

300 359 - 1 P 5: 13

TOWN REPARSAGE



SITE IMPROVEMENT Performance Bond

Bond # 72433853

KNOW ALL PERSONS BY THESE PRESENTS: That we_

Adam Blankfort

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

as Obligee, in the sum of Sixty-Five Thousand Two Hundred Thirty-Two and 00/100

Dollars (\$ _____\$65,232.00 _____) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the Principal will complete site improvements as per estimate prepared by:______

attached to and made a part hereof at certain land known as Sambrotto Subdivision Plan Tracking #16-06-70.15:2:11; 36 Clausland Mountain

<u>Road</u>, <u>Blauvelt</u> all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

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

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

| SIGNED, SEALED AND D | ATED THIS | 4th | _DAY OF | February | _, |
|--------------------------|--|--|---------------|--------------------|--------------------|
| | | | PRINCIPA | L: | |
| | | | Adam Bl | ankfort | |
| | | | By: | | |
| | Liter Cheles | Solution and a state of the second state of th | SURETY | 1 | |
| | A Contraction of the second se | | WESTE | R M SORETY | COMPANY |
| Form F7485-12-2004 | CORTON | S Le V | By: | ISH ROSENBERG | , Attorney-in-Fact |
| COCOCOCOCOCO WESTERN SUR | ETY COMPANY | AND THE ROOM | ERICA'S DEDES | T BONDING COMPANIE | |

POWER OF ATTORNEY - CERTIFIED COPY

72433853 Bond No.

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

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

Principal: Adam Blankfort Obligee: Town of Orangetown

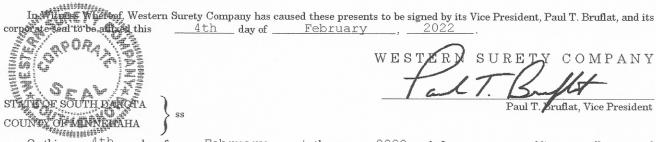
Amount: \$1,000,000.00

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

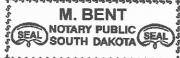
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may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

If Bond No. 72433853 2023 Februarv 4. is not issued on or before midnight of _ all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereaf, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its 4th day of _____ February _____, 2022



day of _ On this February , in the year 2022 , before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said porporation.



Notary Public - South Dakota

My Commission Expires March 2, 2026

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

| In testimony whereof, I have hereunto s February 2022 | set my hand and seal of Western Surety Company this | 4th | day of |
|--|---|-------------------------------|---------|
| ······································ | WESTER) | SURETY T. B. Paul T. Kr | COMPANY |

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

ST 11

Form F5306-11-2020





SITE IMPROVEMENT Performance Bond

Bond # 71817434

KNOW ALL PERSONS BY THESE PRESENTS: That we_

Raymond N. and Beverly W. Sambrotto

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

as Obligee, in the sum of Sixty-Five Thousand Two Hundred Thirty-Two and 00/100

Dollars (\$ ______\$65,232.00 ______) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

attached to and made a part hereof at certain land known as Sambrotto Subdivision Plan Tracking #16-06-70.15:2:11; 31 Clausland Mountain

<u>Road</u>, <u>Blauvalt</u> all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

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

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

| | PRINCIPAL: Raymond N. | and Powerly | 8 |
|--------------------|--------------------------|---------------|------------------|
| | Sambrotto | and beverly | W. |
| | Ву: | | |
| | SURETY: | | |
| | WESTERN | JURETY | COMPANY |
| Form F7485-12-2004 | | HARD BREDOW , | Attorney in-Past |

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71817434

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

Principal: Raymond N. and Beverly W. Sambrotto

Obligee: Town of Orangetown

Amount: \$1,000,000.00

4.4

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

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

If Bond No. 71817434 is not issued on or before midnight of <u>August 22, 2021</u>, all authority conferred in this Power of Attorney shall expire and terminate.

In Within Whereaf, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corrected to be affined this _______ 22nd___ day of ______ August_____, ____2020____.

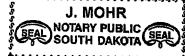
STATE OF SOUTH DERGTA COUNTY OF MUSIC HANA

SST TY WOOD

Form F5306-10-2017

WESTERN SURETY COMPANY

On this <u>22nd</u> day of <u>August</u>, in the year <u>2020</u>, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Von Notary Public - South Dakota

My Commission Expires June 23, 2021

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

| In testimony whereof August | f, I have hereunto set my hand and seal of Western Surety Company this | 22nd | day of |
|--|--|------------------|---------------------|
| | WESTER | SURETY | COMPANY |
| | Tal | T. But | 14 |
| and a set of the set o | | | lat, Vice President |
| To validate bond aut | nenticity, go to <u>www.cnasurety.com</u> > Owner/Obligee Ser | rvices > Validat | æ Bond |

from Performance Bond and Substitute Adam Blankfort PB#22-37: Request to Release Sambrotto

Town of Orangetown Planning Board Decision July 27, 2022 Page 1 of 2

TO: Robert Knoebel FROM: Orangetown Planning Board

R 11.1 and 11.2., Released from the Performance Bond and Substitute the new property owner, Adam Blankfort, for a two-lot subdivision known as Section 70.14, Block 2, Lots the Performance Bond: The application of Raymond Sambrotto, owners, to be Performance Bond and substitute Adam Blankfort, new property owner to Request to Release Raymond Sambrotto from the in accordance with Article 16 of the Town Law of the State of

Chapter 21A of the Code of the Town of Orangetown. The site is located at 34 Clausland Mountain Road Blauvelt, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 70.14, Block 2, Lots 11.1 and 11.2 in the R-40 zoning district. New York, the Land Development Regulations of the Town of Orangetown,

determinations: Heard by the Planning Board of the Town of Orangetown at a meeting held Wednesday, July 27, 2022 at which time the Board made the following

The Board received the following communications:

Administration and Enforcement, Town of Orangetown, signed by 2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Project Review Committee Report dated July 13, 2022

Jane Slavin, RA, Director, dated July 21, 2022.

Management, signed by Bruce Peters, PE, dated July 12, 2022. 4. An email from Richard Pakola, Deputy Town Attorney, dated July 3, 2022 Interdepartmental memorandum from the Department of Environmental

5. A copy of the Performance Bond signed by Raymond Sambrotto, dated August 22, 2020.

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

Michael Mandel, Vice-Chairman, aye; Andrew Andrews, aye; Mike McCrory, absent, Denise Lenihan, absent, Kevin Farry, aye and Lisa DeFeciani, aye. of the meeting was open. A motion was made to open the Public Hearing portion of the meeting by Michael Mandel, Vice Chairman and seconded by There being no one to be heard from the public, the Public Hearing portion Lisa DeFeciani, and carried as follows: Thomas Warren – Chairman, aye;

Chairman, aye; Michael Mandel, Vice-Chairman, aye; Andrew Andrews, aye Mike McCrory, absent, Denise Lenihan, absent, Kevin Farry, aye and Lisa portion of the meeting by Michael Mandel and seconded by Thomas Warren of the meeting was closed. A motion was made to close the Public Hearing DeFeciani, aye There being no one to be heard from the public, the Public Hearing portion

TOWN OF ORANGET CTIN NOT SEP - 7 P 12: 16 TOWN OLERA'S OFFICE

from Performance Bond and Substitute Adam Blankfort PB#22-37: Request to Release Sambrotto

Town of Orangetown Planning Board Decision July 27, 2022 Page 2 of 2

RECOMMENDATION: In view of the foregoing and the testimony before the Board, the Board made a motion to recommend to the Town Board to release Raymond Sambrotto from the Performance Bond and grant the new owner, Adam Blankfort of the property, the ability to post the bond for the property.

aye; Mike McCrory, absent, Denise Lenihan, absent, Kevin Farry, aye and Lisa The foregoing Resolution was made and moved by Michael Mandel, Vice-Chairman and seconded by Andrew Andrews and carried as follows: Thomas Warren –Chairman, aye; Michael Mandel, Vice-Chairman, aye; Andrew Andrews, DeFeciani, aye

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

Dated: July 27, 2022 Town of Orangetown Planning Board Boards and Commissions 2 ansing los

TOWN OF CRANGETORIN 2022 SEP - T P 25 15 TOWN CLERW'S OFFICE



410 Rt. 22 Brewster, NY 10509 914 232 1640

914 232 1802 - Fax

CHANGE ORDER

Architect/Owner:

Town of Orangetown 26 Orangeburg road Orangeburg, NY CO # 1 DATE 9/14/2022

PROJECT:

Veterans Park Pickleball Courts Parks: 05-2022

| QTY | UNIT | DESCRIPTION | PRICE | AMOUNT |
|-----------|------|--|----------|--------------|
| 240 | | Furnish and Install 240LF of 10" perforated ADS pipe in a 2.5" deep x 2' wide filter fabric lined gravel fille | ć | |
| 240 | LF | dtrenachand tie into 6" draiange pipe all ready in contract | \$ 80.00 | \$ 19,200.00 |
| | | | | |
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| | | | | 2121 12-01 |
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| | | | | \$ - |

 WE AGREE hereby to make the change(s) specified above at this price
 \$ 19,200.00

 Previous Contract Amount
 \$ 360,000.00

 Revised Contract Total
 \$ 379,200.00

Eric Pugliese, President Your Name, Title

9/14/2022 Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated. Signature

Date of Acceptance

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 2022 N9I Cert of Ins - Town Of Orangetown.pdf 72.95KB Insurance *

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.

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 [*] | 89 Western Highway | | | | | |
| Event Address* | Street Address | | | | | |
| | 89 Western Highway | | | | | |
| | Address Line 2 | | | | | |
| | German Masonic Park | | | | | |
| | City Tappan | State / Province / Region | | | | |
| | Postal / Zip Code | Country | | | | |
| | 10983 | United States | | | | |
| | | | | | | |
| Setup Date & Time* | 10/1/2022 | | | | | |
| | 08:00:00 AM | | | | | |
| Take-Down Date & | 10/3/2022 | | | | | |
| Time * | 12:00:00 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. | | | | | | |
| | Please setup at he location we | e used last year. On the east side of the pavilion, next | | | | |
| | to the electricity pole. | | | | | |
| Placement * | Pavement | | | | | |
| | Grass/Field | | | | | |
| | Other | | | | | |
| Applicant Inform | votion | | | | | |
| | | | | | | |
| Applicant's Name * | Jan Weinrich | | | | | |
| | | | | | | |
| Organization Name* | Noble Ninth Inc | | | | | |
| Organization | 89 Western Highway | | | | | |
| Address* | 0 7 | | | | | |
| • • • • • * | _ | | | | | |
| Organization City * | Tappan | | | | | |
| Organization State * | NY | | | | | |
| Phone (w) * 10983 | | | | | | |
| Phone (c)* 201 214 5967 | | | | | | |
| | | | | | | |

Email*

*

janalba@msn.com

Signature *

Ian Weinrich

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

| R | |
|---|--|
| | |
| | |

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2022

| 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. | | | | | | | | | | | |
|--|--------------|---|----------------|---------------|---|-------------------|----------------------------|----------------------------|--|---------|-------------|
| IN | /PO | RTANT: If the certificate holder is | s an A | ADDI | TIONAL INSURED, the po | | | | | | |
| | | BROGATION IS WAIVED, subject ertificate does not confer rights t | | | | | | | quire an endorsement. A | A state | ment on |
| 1 | DUCE | | •• | | | CONTA NAME: | <u>ст</u> | Krause | | | |
| | | Wilkinson & Krause Ager | ncy I | nc | | PHONE (A/C, No | | 567-1111 | FAX (A/C, No): | 631-21 | 18-3411 |
| | | 75B Montauk Hwy | | | | É-MAIL ADDRE | | ©5starcovera | | | |
| | | Blue Point, NY 11715 | | | | ADDRE | | | I DING COVERAGE | | NAIC # |
| | | , | | | | INCLIDE | | | | | NAIC # |
| INSU | RED | | | | | | | | s Insurance Company | | |
| | | The Noble Ninth Inc | | | | INSURE | | | iability Insurance Co | | |
| | | 149-39 11th Avenue | | | | INSURE | | | s Insurance Company | | |
| | | Whitestone, NY 11357 | | | | INSURE | | c Employer | s Insurance Company | | |
| | | | | | | INSURE | | | | | |
| | | RAGES CER | TIEIC | • ^ TE | NUMBER: 10002707-8 | INSURE | K F : | | REVISION NUMBER: | 4 | |
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| IN C | IDIC. ERT | ATED. NOTWITHSTANDING ANY REC IFICATE MAY BE ISSUED OR MAY PE USIONS AND CONDITIONS OF SUCH | QUIRE RTAIN | MEN I, THI | T, TERM OR CONDITION OF E INSURANCE AFFORDED E | F ANY C BY THE | ONTRACT OF POLICIES DE | R OTHER DOC SCRIBED HEF | UMENT WITH RESPECT TO REIN IS SUBJECT TO ALL T | D WHIC | CH THIS |
| INSR LTR | | TYPE OF INSURANCE | ADDL INSD | | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| A | x | COMMERCIAL GENERAL LIABILITY | Y | | NPP3552521D | | 10/05/2021 | 10/05/2022 | EACH OCCURRENCE | \$ | 1,000,000 |
| | | CLAIMS-MADE X OCCUR | - | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 100,000 |
| | | | | | | | | | MED EXP (Any one person) | \$ | 5,000 |
| | | | | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GE | N'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | X | | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | | OTHER: | | | | | | | | \$ | _,, |
| | AU | TOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | | ANY AUTO | | | | | | | BODILY INJURY (Per person) | \$ | |
| | | OWNED SCHEDULED | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY | | | | | | | PROPERTY DAMAGE | \$ | |
| | | AUTOS ONLY AUTOS ONLY | | | | | | | (Per accident) | \$ | |
| в | x | UMBRELLA LIAB X OCCUR | | | XL1581858D | | 10/05/2021 | 10/05/2022 | EACH OCCURRENCE | \$ | 2,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | | XE1301030D | | 10/03/2021 | 10/03/2022 | AGGREGATE | φ\$ | 2,000,000 |
| | | DED RETENTION \$ | | | | | | | | φ\$ | _,000,000 |
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| | If ye | ndatory in NH) is, describe under COUDTION OF OPERATIONS helew | | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| C | | CRIPTION OF OPERATIONS below | | | NPP3552521D | | 10/05/2021 | 10/05/2022 | E.L. DISEASE - POLICY LIMIT | |)/2,000,000 |
| | | rectors/Officers | | | NFPNYF137986553 | -005 | 12/02/2021 | 12/02/2022 | 1,00 | 0,000 | 5,000,000 |
| DES | CRIP | TION OF OPERATIONS / LOCATIONS / VEHICI | LES (A | CORD | 101, Additional Remarks Schedu | le, mav b | e attached if mo | re space is requir | ed) | | |
| | | icate holder is named as addit | | | | , , 1 | | | | | |
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| | K 1 | FICATE HOLDER | | | | CAN | ELLATION | | | | |
| | | Town Of Orangetown 26 Orangeburg Road | | | | THE | EXPIRATION | DATE THEREC | ESCRIBED POLICIES BE C/ DF, NOTICE WILL BE DELIV Y PROVISIONS. | | |
| | | Orangeburg, NY 10962 | | | | AUTHO | RIZED REPRESE | NTATIVE | | | |
| | | | | | | | AN.A | 111 | | | |
| | | | | | | | 1 Kia | | | | (PBK) |

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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 Piermont Chamber of Commerce.pdf 101.19KB Insurance *

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.

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 Informatio | | | | | | | |
|---|--|--|--|--|--|--|--|
| Event/Festival Piermont Oktoberfest Name* | | | | | | | |
| Event Location Name [*] | Piermont | | | | | | |
| Event Address * | Street Address Piermont Avenue Address Line 2 City Piermont Postal / Zip Code 10968 | State / Province / Region NY Country Rockland | | | | | |
| Setup Date & Time * | 10/15/2022 11:00:00 AM | | | | | | |
| Take-Down Date & Time [*] | 10/15/2022 09:00:00 PM | | | | | | |
| 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. Stage will be used for various bands to play from 12pm - 8pm, it will be in the same location as for Bastille day (in front of the lot next to 479 Piermont Avenue) | | | | | | |
| Placement* | Pavement Grass/Field Other | | | | | | |
| Applicant Inform | nation | | | | | | |
| Applicant's Name * | Suzann Gaito | | | | | | |
| Organization Name * | Piermont Chamber of Commerce | | | | | | |
| Organization Address * | PO Box 194 | | | | | | |
| Organization City * | Piermont | | | | | | |
| Organization State * | NY | | | | | | |
| Phone (w) * | 64652258922 | | | | | | |
| Phone (c) * | ne (c) * 6465228922 | | | | | | |
| Email * treasurer@piermontchamber.org | | | | | | | |

| Signature * | Suzann Gaito | |
|---|--|---|
| By checking this box an terms and conditions. | d submitting this form, I acknowledge I have read, understand, accept, and agree to the abov | 9 |
| * | I accept the terms and conditions | |

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| rescription of operations / Locations / Vehicles / Exclusions added by endorsement / Special Provisions Additional Insured: Town of Orangetown CERTIFICATE HOLDER Cown of Orangetown Should any of the above described policies be cancelled before the exit date thereof, the issuing insurer will endeavor to mail 30 days will not the certificate holder named to the Left, but failure to do simpose no obligation or Liability of any kind upon the insurer, its additional representatives. | SPECIAL PROVISIONS below | | | | E.L. DISEASE - POLICY LIMIT | \$ | | |
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| JOHN F. SULES | | JOHN F. S | JOHN F. SULES JOHN Sules | | | | | |

The registration notices indicate ownership of the marks by their respective ownership

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Chief Dana Mickle

September 22, 2022

Supervisor Theresa Kenny & Members of the Town Board,

Attached please find a Special Use Permit application from the Nyack Fire Department for our upcoming Chief's Inspection Parade on October 8, 2022. The previously issued Road Use permit for the use of South Broadway in South Nyack form Cedar Hill Avenue to Clinton Avenue and the surrounding streets is attached.

Thank you in advance for you consideration in this matter.

Sincerely,

Robert Van Cura

Robert Van Cura, Captain

Parade Committee

| A | | ER | TIF | FICATE OF LIA | BILI | TY INSU | JRANC | E [| | (MM/DD/YYYY) /20/2022 | | | |
|--|--|-----------------|--------|---|----------------|----------------------------|-------------------------------------|--|------------|--------------------------|-----------------|---|--|
| 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). | | | | | | | | | | | | | |
| _ | DUCER | o the c | certin | cate noider in lieu of suc | CONTA NAME: | | th | | | | | | |
| | YLE INSURANCE AGENCY, INC. | | | | NAME: PHONE | (845) 20 | | FAX | (845) 2 | 268-0709 | | | |
| | COYLE INSURANCE AGENCY, INC. PHONE (A/C, No, Ext): (845) 268-7000 FAX (A/C, No): (845) 268-0709 1 LAKE ROAD, SUITE 2 E-MAIL ADDRESS: psmith@coyleagency.com | | | | | | | | | | | | |
| | BOX 246 | | | | ADDRE | 33. | | | | NAIC # | | | |
| со | NGERS | | | NY 10920 | INSURE | Mational | | Co of Pittsburgh PA | | 19445 | | | |
| INSI | IRED | | | | INSURE | Eiro Diek | ricts of NY Mut | ual | | | | | |
| | Nyack Joint Fire District | | | | INSURE | | | | | | | | |
| | PO Box 732 | | | | INSURE | RD: | | | | | | | |
| | | | | | INSURE | RE: | | | | | | | |
| | Nyack | _ | | NY 10960 | INSURE | RF: | | | | | | | |
| | | _ | _ | NUMBER: CL225190273 | | | | REVISION NUMBER: | | | | | |
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| INSR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMI | | | | | |
| | | | | | | | | EACH OCCURRENCE | \$ 1,00 | 0,000 | | | |
| | | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | 0,000 | | | |
| - | | | | | | | | MED EXP (Any one person) | \$ 10,0 | | | | |
| Α | | Y | | VFNU-TR-0000608 | | 01/01/2022 | 01/01/2023 | PERSONAL & ADV INJURY | | 0,000 | | | |
| | GEN'LAGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | P | 0,000 | | | |
| | | 1 · . | | | | | | PRODUCTS - COMP/OP AGG | <u> </u> " | 0,000 | | | |
| | OTHER: | | | | | | | COMBINED SINGLE LIMIT | \$ | | | | |
| | | 1 | | | | | | (Ea accident) | \$ 1,000 | J,000 | | | |
| А | | | | VFNU-CM-0027671 | | 01/01/2022 | 01/01/2023 | BODILY INJURY (Per person) BODILY INJURY (Per accident) | \$ \$ | | | | |
| | AUTOS ONLY AUTOS HIRED NON-OWNED | | | VI 110-011-0027071 | | 0 110 112022 | 0110112022 | 01/01/2022 | 01/01/2022 | 0110112020 | PROPERTY DAMAGE | s | |
| | AUTOS ONLY AUTOS ONLY | | | | | | | (Per accident) Medical Expense | s 100.0 | 000 | | | |
| | | | | | | | | EACH OCCURRENCE | s 10,00 | 00,000 | | | |
| Α | EXCESS LIAB CLAIMS-MADE | | | VFNU-TR-0000608 | | 01/01/2022 | 01/01/2023 | AGGREGATE | + | 00,000 | | | |
| | DED RETENTION \$ | | | | | | | AGGREGATE | s | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | X PER OTH- STATUTE ER | Ť | | | | |
| в | AND EMPLOYERS LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | 01EDIEC003612202022 | | 04/04/0000 | 01/01/2022 | E.L. EACH ACCIDENT | \$ 100,0 | 000 | | | |
| 5 | (Mandatory In NH) | N/A | | 01FPIFC003613202022 | | 01/01/2022 | 01/01/2023 | E.L. DISEASE - EA EMPLOYEE | \$ 100,0 | 000 | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,0 | 000 | | | |
| | | | | | | | | | | | | | |
| | | | ĺ | | | | | | | | | | |
| | * | | | | | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS AN ADDITIONAL INSURED REGARDING NYACK FIRE DEPARTMENTS PARADE HAPPENING SEPT. 30 - OCT. 10, 2022 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| CEF | TIFICATE HOLDER | | | | CANC | ELLATION | | | | | | | |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | BEFORE | | | | | | | | |
| | 26 W. Orangeburg Road | | | | AUTHOR | ZED REPRESEN | TATIVE | | | | | | |
| Orangeburg NY 10962 | | | | ILINPA | | | | | | | | | |

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JAMES J. DEAN

Superintendent of Highways Roadmaster IV

Roadmaster Iv

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

RECEIVED

AUG 3 0 2022

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION Section 139 Highway Law

HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962 (845) 359-6500 • Fax (845) 359-6062 E-Mail – <u>highwaydept@orangetown.com</u>

Affiliations:

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

_DATE_8/ LAI NAME COMPANY ADDRESS LEPHONE HOUR EMERGENCY NUMBERS) **ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:** ddress number and name of road ription of exact (Intersecting streets and RADE **REASON FOR USE** DATE OF USE TIME ROAD WILL BE USED 2 Pm RANS WILL ROAD BE OPEN TO LOCAL TRAFFIC? So BROADWAY -NO OTHER WILL ROAD BE OPEN TO EMERGENCY VEHICLES? E PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF with CAPTAN SHANNON ON PLAN IRAAM DEAWLERED BID RESIDERICATED. 1 WARKING PRELIMINARY APPROVAL DATE JAMES J. DEAN SÚPERINTÉNDENT 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 · SOUTH NYACK



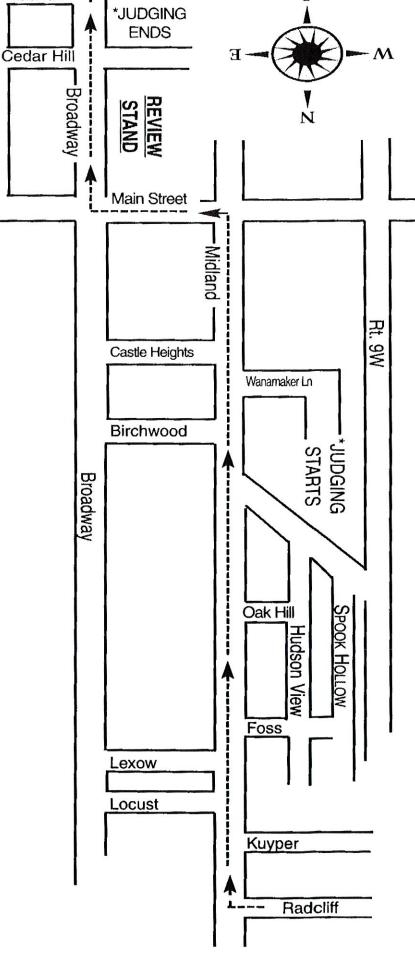
CLEAN STREETS = CLEAN STREAMS

Anyone demonstrating inappropriate behavior, or found damaging, or We also ask you show respect for our community and its residents. defacing any property before, during, or following the parade will be reported to the authorities.

We hope you enjoy this special day with us.

Villages of Upper Nyack, Nyack, and South Nyack. We welcome all participants and spectators to the





Brookside

Division

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Voorhis

Piermont

to Parki 9/27/22

CEP 9 2 2022

RECEIVED

| SEP Z & LULL | TOWN OF ORANGETOWN |
|-----------------|---|
| TOWN OF ORANGET | OWN SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS |
| HIGHWAY DEPARTA | PERMIT # <u>CC Sr US</u> |
| | EVENT NAME: NYACIL FIRE DEPT. INSPECTION PARADE |
| | APPLICANT NAME: NYACK FORE DEPARTMENT / ROBERT VM/CUMA, CAPANN |
| | ADDRESS: 92 DEPOT PL. SOUTH NYACK MY |
| | PHONE # 845-494-0829 CELL # 914-2412665 FAX # |
| · × | |
| | The above event will be held on $\frac{10/8/22}{10}$ from $\frac{244}{10}$ to $\frac{4444}{10}$ RAIN DATE: $\frac{104}{10}$ |
| | Location of event: SOUTH BRUADWAY |
| | Sponsored by: Nyack FME Dept - Telephone #: 845-494-0829 |
| | Address: Same MS ABOVE |
| | Estimated # of persons participating in event: |
| | Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: |
| | NYACK FIRE DEPT. |
| | Aill glaulas |
| | Signature of Applicant: Date: Date: |
| | GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE) |
| | Letter of Request to Town Board requesting aid for event – Received On: |
| | Certificate of Insurance – Received On: 1100000 |
| | FOR HIGHWAY DEPARTMENT USE ONLY |
| × | Road Closure Permit: $0 N - \text{Received On:} 8 30 22$ |
| | Rockland County Highway Dept. Permit: Y/N-Received On: X |
| | NYSDOT Permit: Y/N Received On: |
| | Route/Map/Parking Plan(Y) N-Received On: \$130/22 |
| | RES #: 542067 BARRICADES TH CONES: Y/N TRASH BARRELS: Y/N OTHER: 1 Plow Much toperator |
| | APPROVED: COMOSEL 1202 A9.20.21 DATE: |
| | 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: DATE: |
| | Superintendent of Parks & Recreation |
| | FOR POLICE DEPARTMENT USE ONLY |
| | Police Detail: Y /N:Items: |
| | APPROVED: DATE: Chief of Police |
| | |
| | ** Please return to the Highway Department to be placed on the Town Board Workshop ** |
| | Workshop Agenda Date: Approved On: TBR #: |
| | |

Town Of Orangetown

DATE: September 27, 2022

WARRANT

| Warrant Reference | Warrant # | Amount |
|---------------------------------------|-----------|--------------------|
| Approved for payment in the amount of | | |
| | 092722 | \$ 1,807,179.56 |
| | | |
| | | |
| | | \$ 1,807,179.56 |

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Brian Donohue

Supervisor Teresa M. Kenny

TOWN OF ORANGETOWN FINANCE OFFICE MEMORANDUM

TO:THE TOWN BOARDFROM:JEFF BENCIK, DIRECTOR OF FINANCESUBJECT:AUDIT MEMODATE:9/8/2022CC:DEPARTMENT HEADS



The audit for the Town Board Meeting of 9/13/2022 consists of 1 warrant for a total of \$1,807,179.56.

The first warrant had 139 vouchers for \$1,807,179 and had the following items of interest.

- 1. Alfa Laval (p2) \$7,261 for sewer parts.
- 2. All-Bright Electric (p2) \$10,700 for streetlight maintenance contract.
- 3. Brooker Engineering (p5) \$5,556 for Home for Heroes project.
- 4. Chemung Supply (p8) \$9,466 for Highway materials.
- 5. CSEA Employee Benefit Fund (p10) \$35,066 for dental benefits.
- 6. Envirotest (p14) \$14,430 for sewer testing.
- 7. Ferraro Construction (p16) \$111,540 for culvert replacement (bonded).
- 8. Global Montello (p18) \$34,198 for fuel.
- 9. Goosetown Enterprises (p18) \$11,050 for monthly leases.
- 10. Gorman Brothers (p19) \$337,200 for Highway paving (bonded).
- 11. Johnson Controls (p24) \$6,588 for repairs to HVAC system Town Hall.
- 12. Kuehne Chemical Co. (p27) \$7,430 for sewer chemicals.
- 13. Lube Squad of NJ (p29) \$7,783 for Highway oils.
- 14. Morano Brothers Corp. (p30) \$68,941 for sidewalk repairs (chips money).
- 15. NC Carpets & Garages (p30) \$24,527 for new garage at Blue Hill.
- 16. NYPA (p31) \$22,190 for streetlight contract.
- 17. NYS Dept. of Civil Service (p32) \$834,397 for healthcare benefits.

- 18. Pearl River Chamber of Commerce (p33) \$5,770 for Town sign.
- 19. Richmar Controls (p38) \$5,438 for building repairs.
- 20. Schultz Ford (p40) \$8,424 for various repairs.
- 21. Slack Chemical Co. (p41) \$17,020 for sewer chemicals.
- 22. State Comptroller (p44) \$29,444 for Justice fines.
- 23. The Morey Organization (p45) \$5,867 for senior tickets.
- 24. Tilcon NY (p46) \$16,172 for Highway materials.
- 25. Tymetal (p47) \$5,878 for impeller blades.
- 26. US Pitchcare (p48) \$17,770 for retainage return from bunker project.
- 27. Verde Electric (p49) \$41,705 for traffic signal replacements (bonded).

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204