

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE
TOWN OF ORANGETOWN
AND THE
BLAUVELT VOLUNTEER FIRE COMPANY, INC.
FOR YEAR 2023**

THIS AGREEMENT made as of the ____ day of _____, 20 ____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, County of Rockland and the State of New York, hereinafter designated as the party of the first part, and the BLAUVELT VOLUNTEER FIRE COMPANY, INC., 548 Western Highway, Blauvelt, New York 10913, hereinafter designated as the party of the second part.

-WITNESSETH-

WHEREAS, there has been duly established in the Town of Orangetown a Fire Protection District known as the “Blauvelt Fire Protection District”, embracing territory in the Town in and about the hamlet of Blauvelt as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Orangetown on April 29, 1946, and as described in the extensions of territory duly adopted thereafter; and

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Volunteer Fire Company, Inc. for the furnishing of fire protection in the District;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **the 11th day of OCTOBER, 2022 at 7:00 P.M.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted **on October 11, 2022** as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, party of the first part, hereinafter “Town”, **on November _____, 2022**, duly authorized a contract with the Blauvelt Volunteer Fire Company, Inc., party of the second part, hereinafter “Fire Company”, for fire protection in the Blauvelt Fire Protection District, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Directors of the Blauvelt Volunteer Fire Company, Inc., party of the second part; and the Fire Company has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Directors.

NOW, THEREFORE, the Town does engage the Fire Company to furnish fire protection to said District, and Fire Company agrees to furnish such protection in the manner following, to wit:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and, when notified by alarm or telephone call from any person within the District, of a fire within the District, the Fire Company shall respond and attend the fire without delay, with suitable fire fighting equipment. Upon arriving at the scene of the fire, the members of the Fire Company attending, shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the furnishing of such fire protection and the use of the apparatus of the party of the second part, the Fire Company shall receive Six HUNDRED fifty One THOUSAND four HUNDRED AND 00/100 (\$ 651,400.00) DOLLARS, covering all services rendered during the period of the year 2023, and the Town covenants and agrees on behalf of the said Fire Protection District to pay the said sum to the Fire Company as soon as the funds are available from the taxes levied.

3. The Town shall also be responsible for the payment of the necessary cost of casualty insurance as provided in Section 205 of the General Municipal Law and such insurance as may be required for compliance with the Volunteer Firemens' Benefit Law and Chapter 64-A of the Consolidated Laws of New York.

4. The Fire Company agrees to obtain, maintain in force and pay for insurance, including, but not necessarily restricted to the following:

- a. Blanket Accident Policy for fire companies;
- b. General Comprehensive Liability, except automobiles, with limits of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and an Umbrella/Excess Liability policy of at least FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS;
- c. Automobile Liability with a Combined Single Limit of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS;
- d. All of the foregoing policies shall have the necessary endorsement to include coverage while the fire company is participating in any mutual aid plan, or rendering fire service services outside of their fire protection district.

5. Original or duplicate policies of insurance, or evidence of insurance on an ACORD 25 (in the case of liability insurance) form of certificate, each in effect for a period of not less than ONE (1) year and showing the Town of Orangetown as an additional named insured shall be delivered to the Town.

6. In addition, each insurance policy shall include a provision that such policy will not be canceled, altered or in any way limited in coverage or reduced in amount unless the Town is notified in writing at least THIRTY (30) days prior to such cancellation or change.

7. Each insurance policy will be written on such forms as are reasonably acceptable to the Town by insurance companies authorized or licensed to do business in the State of New York and having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than IX, and which companies are otherwise reasonably acceptable to the Town.

8. Should any loss of damage whatever be sustained to the fire apparatus or equipment of the Fire Company in answering or attending or returning from a call to attend a fire or drill within or without said District, irrespective of the cause thereof, the cost of said damage shall not be a charge against the Town.

9. All moneys to be paid under any provision of this Agreement shall be a charge against the said Fire Protection District, to be assessed and levied upon the taxable property of the said District, and collected with the Town taxes.

10. It is expressly understood and agreed that this contract is subject to the provisions of Section 103A and Section 103B of the General Municipal law of the State of New York as amended by Chapter 605 of the Laws of 1959, effective July 1, 1959. Upon the refusal of the contractor when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. Such person, and any firm, partnership or corporation of which is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of (5) five years after such refusal, and to provide also that;
- b. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

- c. Any person, who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.
- d. If any other occupation is required on this work, the contractor shall request the Chief Fiscal Officer for supplemental schedule covering such occupation.

11. It is hereby agreed by and between the parties hereto that the Fire Company shall post and maintain the Notices of the New York State Division of Human Rights (in accordance with 9 NYCRR §466.4) indicating the substantive provisions of the Laws Against Discrimination, where complaints may be filed and other pertinent information. Such Notices shall be posted in easily accessible and well-lighted places customarily frequented by the public.

12. The Fire Department agrees to comply with the provisions of Section 189 of the Town Law with regard to fire inspection of property in contract areas.

13. The books and records of the Fire Company will be kept in such form and manner as may be prescribed by the Department of Audit and Control for municipal corporations or agencies thereof and said books shall be subject to audit by the Department of Audit and Control. The Town Board reserves the right to require an audit of the books and records of the Fire Company at the expense of that company.

14. The Fire Company agrees to and shall indemnify, save and hold harmless, the Town of Orangetown, its officers, agents, employees and/or servants, from any and all claims, demands, suits, actions and judgments for the recovery of money, damages or otherwise, including but not limited to attorneys' fees, costs and expenses, for or on account of any occurrence resulting in bodily injury, death or property damages sustained by any person, firm, corporation or entity as a result of the performance of any of the obligations, responsibilities and/or duties of the Fire Company, its officers, agents, employees and servants, hereunder, and/or as a result of the carelessness, negligence or recklessness of the party of the second part, its officers, agents, employees and/or servants, and/or as a result of any act of omission or co-mission of the Fire Company, its officers, agents, employees and servants, and/or imposed upon the party of the first part statutory or by operation of law by reason of this Agreement.

15. This Agreement shall continue for a period of one (1) year commencing January 1, 2023 and ending December 31, 2023.

BLAUVELT VOLUNTEER FIRE COMPANY, INC.

(S E A L)

By: _____
Robert Clifford, Chairman
Board of Directors

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

ATTEST:

Rosanna Sfraga, Town Clerk

(S E A L)

Thomas Diviny, Councilman

Gerald Bottari, Councilman

Paul Valentine, Councilman

Brian Donohue, Councilman

ACKNOWLEDGMENT – Blauvelt Volunteer Fire Company, Inc.

STATE OF NEW YORK)

SS.:

COUNTY OF ROCKLAND)

On this _____ day of _____, 20____, before me personally came ROBERT CLIFFORD, to me known, who, being by me duly sworn, did depose and say that he resides at Blauvelt, New York and that he is Chairman of the Board of Directors of the BLAUVELT VOLUNTEER FIRE COMPANY, INC., the corporation described in and which executed the foregoing Agreement; and that he knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that he signed the same as Chairman of said Corporation by virtue of a like order of said Board of Directors.

Notary Public

A G R E E M E N T
By and Between the
TOWN OF ORANGETOWN and THE BLAUVELT FREE LIBRARY
For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this ____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the BLAUVELT FREE LIBRARY, a Free Association Library with its principal offices at 541 Western Highway, Blauvelt, New York 10913, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Blauvelt in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 11th, 2022** at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on **November _____, 2022**, duly authorized a contract with the Blauvelt Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Blauvelt District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Blauvelt Free Library, party of the Second Part, and the Blauvelt Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Blauvelt Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, on or about **JULY 31st in each year**, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.

- c. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.
 - d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
 - e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
 3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
 4. Not later than MARCH 1st of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department; and a copy shall be furnished to the Town Attorney's office.
 5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its By-Laws and rules and regulations as the same may be amended from time to time.
 6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
 7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of Seven HUNDRED fourteen THOUSAND Four HUNDRED AND 00/100 (\$ 714,400 .00) DOLLARS, to be paid

upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2023, and terminates December 31, 2023.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

Rosanna Sfraga, Town Clerk

By: _____
Teresa M. Kenny, Supervisor

(S E A L)

BLAUVELT FREE LIBRARY

By: _____
Samantha McCullagh, President
Board of Trustees

(S E A L)

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared TERESA M. KENNY personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared SAMANTHA McCULLAGH, 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

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE ORANGEBURG LIBRARY
For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this _____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the ORANGEBURG LIBRARY, a Free Association Library with its principal offices at 20 So. Greenbush Road, Orangeburg, New York 10962, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Orangeburg, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Orangeburg Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 11th, 2022** at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and

place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract;
and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", **on November _____, 2022**, duly authorized a contract with the Orangeburg Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Orangeburg District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Orangeburg Library, party of the Second Part, and the Orangeburg Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Orangeburg Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, on or about **JULY 31st in each year**, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat, including costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of five HUNDRED Seventy One THOUSAND Two HUNDRED AND 00/100 (\$ 571,200 .00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2023, and terminates December 31, 2023.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

By: _____

Rosanna Sfraga, Town Clerk

Teresa M. Kenny, Supervisor

(S E A L)

ORANGEBURG LIBRARY

(S E A L)

By: _____

Grant Zacharias, President
Board of Trustees

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared Grant Zacharias, 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

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE PALISADES FREE LIBRARY
For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this ____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the PALISADES FREE LIBRARY, a Free Association Library with its principal offices at 19 Closter Road, Palisades, New York 10964, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Palisades in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Palisades Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on October 11, 2022 at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the

time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on **November _____, 2022**, duly authorized a contract with the Palisades Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Palisades District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Palisades Free Library, party of the Second Part, and the Palisades Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Palisades Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
 - e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
 3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
 4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
 5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
 6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
 7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of Three HUNDRED Eighty-Nine THOUSAND Four HUNDRED Three AND 00/100 (\$ 389,403.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2023, and terminates December 31, 2023.

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE TAPPAN FREE LIBRARY
For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this _____ day of _____, 20 _____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the TAPPAN FREE LIBRARY, a Free Association Library with its principal offices at 93 Main Street, Tappan, New York 10983, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Tappan, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Tappan Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 11, 2022 at 7:10 p.m.**, to consider such Contract, the notice thereof

duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on **November _____, 2022**, duly authorized a contract with the Tappan Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Tappan District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Tappan Free Library, party of the Second Part, and the Tappan Free Library has provided the Town Clerk with certified copies of Resolution(s) of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Tappan Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

AGREED:

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of Seven HUNDRED THIRTY THOUSAND Seven HUNDRED Fifteen AND 00/100 (\$ 730,750.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2023, and terminates December 31, 2023.

**TOWN OF ORANGETOWN
ALCOHOLIC BEVERAGE PERMIT AGREEMENT**

By requesting and accepting permission from the Town of Orangetown to dispense alcoholic beverages on Town property in accordance with Town Code §10-4(B), in addition to any other obligation undertaken and assumed by the Applicant/Permittee as part of the application, or otherwise under the law, the Applicant further agrees:

INSURANCE:

The Permittee shall procure and maintain throughout the period of the Permit insurance coverage, naming the Town of Orangetown, its officers, employees and agents as additional insured thereon, in the following amounts:

- General Liability Insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per individual and Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, including death;

INDEMNIFICATION:

The Applicant/Permittee further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town of Orangetown, its officers, employees, and agents, against all claims, suits, actions, liabilities, losses, costs, damages or expenses and costs of every description including reasonable attorney's fees and other costs expenses of litigation arising out of, or directly or indirectly due to, wholly or in part, any act or omission of Applicant/Permittee and/or the Applicant/Permittee's invitees, agents and/ except to the extent caused by the negligence and/or willful misconduct of the Town of Orangetown.

The Permittee's obligations under this section shall not be deemed waived, limited or discharged by the procurement or enumeration of any insurance for liability for damages. The termination of this Permit for any reason shall not release Permittee from its obligations under this section.

ENTITY INFORMATION:

If the Applicant/Permittee is not an individual, the Applicant/Permittee is required to provide proof that the entity is an entity organized and operating under the laws of the State of New York, or another state, and shall provide a Certificate of Good Standing or other such proof satisfactory to the Town that the entity is in good standing at the time of application.

COMPLIANCE WITH STATE LIQUOR AUTHORITY:

The applicant agrees that it will abide by any and all regulations of the New York State Liquor Authority (SLA), including requiring any persons or entities dispensing alcoholic beverages pursuant to this request to have appropriate licenses from the SLA for such purpose, and ensuring they shall abide by all rules and conditions of the SLA with respect to said license and dispensing alcoholic beverages outside of regular establishments.

GOVERNING LAW:

The Applicant/Permittee agrees that in the event of any of any claim, cause of action, lawsuit, loss or any legal action arising out of the activities of the Applicant/Permittee regarding activities related to the issuance of this permit in which the Town is a party or which the Town seeks to name the Applicant/Permittee as a party shall be subject to and conclusively resolved in accordance with the laws of the State of New York, and without giving effect to the conflict of laws provisions thereof. Venue for the resolution of any such dispute shall be the Supreme Court of the State of New York, Rockland County and by signing below, the Applicant/Permittee consents to jurisdiction thereof.



FEERICK NUGENT MACCARTNEY ^{LLC}
ATTORNEYS AT LAW

96 SOUTH BROADWAY
SOUTH NYACK, NEW YORK 10960
TEL. 845-353-2000 FAX. 845-353-2789

www.fnmlawfirm.com

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JENNIFER M. FEERICK
ROBERT C. ZITT
MATTHEW W. LIZOTTE*
CHRISTOPHER B. PAVLACKA

OF COUNSEL
DAVID J. RESNICK
KEVIN F. HOBBS
MICHAEL K. STANTON, JR.

*LICENSED ALSO IN NEW JERSEY
+LICENSED ALSO IN CONNECTICUT

October 3, 2022

Via Email and First Class Mail

Robert V. Magrino, Esq.
Town Attorney, Town of Orangetown
Town Hall, Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

Re: Maryann Bartels w/ Town of Orangetown – Easement Addendum,
Premises: 15 Orchard Street, Nyack, New York 10960

Dear Mr. Magrino:

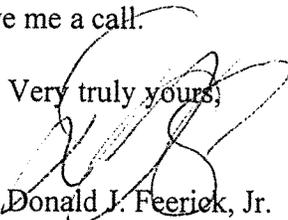
We represent Maryann Bartels in connection with the above-captioned matter and respectfully forward the following documents to you for the Town's consideration:

1. Easement Addendum (in duplicate) regarding the existing Sewer Easement;
2. TP 584 Form; and
3. \$5,000.00 Payment

The Easement Addendum and TP 584 are partially executed. They require a signature from an authorized Town Official. Kindly have the documents properly executed and filed. Also, we supply the Easement Addendum in duplicate to permit Ms. Bartels to present one version to the Village of Nyack to resolve open permitting issues and administrative complaints.

If you have any questions, please give me a call.

Very truly yours,


Donald J. Feerick, Jr.

DJF/mw
Enc.

FEERICK NUGENT MACCARTNEY, PLLC
DISBURSEMENT ACCOUNT
96 S. BROADWAY
SOUTH NYACK, NY 10960

5786

PAY TO THE ORDER OF

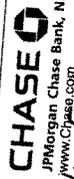
Town of Orangetown

DATE 10-3-22

1-2/210

Five thousand + 00/100

\$ 5,000



JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

Dartel's Cabinet Addendum Payment
Rt 15 Orchard, Nyack, NY

DOLLARS

[Signature]



⑆005786⑆ ⑆021000021⑆

810728803⑆

EASEMENT ADDENDUM AGREEMENT

THIS EASEMENT ADDENDUM AGREEMENT (“Agreement”) is made as of this ____ day of October, 2022 between **MARYANN BARTELS**, residing at 15 Orchard Street, Nyack, New York, hereinafter “Bartels”, to the **TOWN OF ORANGETOWN**, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter “Town”.

RECITALS:

WHEREAS, a Map of Property belonging to Miss Clara Tallman, Nyack, NY, which was duly filed in the Rockland County Clerk’s Office on April 21, 1911, as Map 285, depicts a tract of property to be developed along the streets of Broadway, Tallman Place, and Orchard Street, in the Village of Nyack, with various lots numbered 1 to 14 planned for residential development (the “Tallman Map”); and

WHEREAS, the eastern projection of Tallman Place shown on the Tallman Map, which extends beyond the easternmost line of Orchard Street, was never developed; and

WHEREAS, the land lying in the eastern projection of Tallman Place shown on the Tallman Map, which extends beyond the easternmost line of Orchard Street was split in two, with the southern portion becoming part of Lot 14 and the northern portion becoming part of Lot 13; and

WHEREAS, a Map of Property intended to be improved by a municipal sewer system, which was entitled “Map A – Nyack, N.Y., Sewers & Treatment Plant – P.W.A. Docket N.Y. 2050 – and rights of Way for Sewer & Pump Sta.” dated Feb. 1939, made by Merrill Vrooman, C.E., which map was duly filed in the Rockland County Clerk’s Office on April 25, 1939, as Map 360 (the “Sewer Map”), depicts the path of travel of a planned sewer pipe line over properties also depicted on the Tallman Map; and

WHEREAS, on February 9, 1939, Lulu E. Hofstatter, the fee owner of the southern portion of Tallman Place that would become part of Lot 14, granted to the Village of Nyack, its successors and assigns, a perpetual easement within, under and over the premises for the purpose of constructing, laying, operating and maintaining a sewer line and appurtenances; title and

rights of use and possession of said premises remained in the grantor, subject only to the rights specifically granted; and no structure was to be erected upon the surface of said premises and no structure so constructed as to extend above the surface, excepting only such structures as are necessary for inspection of and access to said sewer line (the "Hofstatter Easement"); and

WHEREAS, on February 9, 1939, the National Bank of Middletown, the substituted trustee for Helen B. Tostevin under the will of Carrie G. Townsend, deceased, the fee owner of the remainder of Lot 14, granted to the Village of Nyack, its successors and assigns, a perpetual easement within, under and over the premises for the purpose of constructing, laying, operating and maintaining a sewer line and appurtenances; title and rights of use and possession of said premises remained in the grantor, subject only to the rights specifically granted; and no structure was to be erected upon the surface of said premises and no structure so constructed as to extend above the surface, excepting temporary structures such as shall be necessary for the purpose of inspection or the making of necessary repairs; the grantor shall be held harmless from any assessment which may be made against er lands by reason of the construction or laying of said pipes to the proposed sewage disposal plant or by reason of the repair or maintenance thereof; and the Village agreed to indemnify the grantor for any damage for which the said grantor may become liable by reason of the work being done or in connection with the construction, repair or maintenance of the aforementioned improvement (the "National Bank Easement"); and

WHEREAS, Bartels represents and warrants that she is the owner in fee simple of Lot 14, the lot burdened by the Hofstatter Easement and National Bank Easement, which premises is known as and by street address number: 15 Orchard Street, in the Village of Nyack, Town of Orangetown, County of Rockland, and designated on the Orangetown Tax Map as Section 66.22, Block 2 Lot 14 (the "Bartels Property"), and

WHEREAS, the Village of Nyack has assigned its right, title, and interest in the Hofstatter Easement and National Bank Easement to the Town and the Town now operates and maintains the sewer line and appurtenances identified on the Sewer Map; and

WHEREAS, the Bartels Property has surface improvements in the form of a stone retaining wall, stairs and landings in the rear yard, which pass over the Town's sewer line and appurtenances and, but for the stone retaining wall, have been present for many years; and

WHEREAS, Bartels erected the stone retaining wall and repaired and improved the stairs and landings without seeking approval, a permit, or consent from any Town Department, agency or Board, or from the Village of Nyack; and

WHEREAS, Bartels has been cited with a violation by the Village of Nyack for constructing the stone retaining wall, stairs and landings without appropriate municipal permits, and

WHEREAS, the Town contends that the size and weight of the stone retaining wall could damage the sewer line and appurtenances; and

WHEREAS, the Town further contends that the Hofstatter Easement's and National Bank Easement's prohibition against structures being erected upon the surface of said premises and/or the prohibition against constructing structures that extend above the surface prohibits the stone retaining wall, stairs and landings from being constructed on the Bartels Property; and

WHEREAS, Bartels wishes to enjoy and maintain her stone retaining wall and the stairs and landings, which are currently governed by the National Bank Easement, without any interference or deprivation of title and rights of use and possession of said premises; and

WHEREAS, Bartels and the Town are desirous of avoiding the costs, expenses, and risks of litigation over the intent of, and extent of, the easement and are willing to settle their differences and disputes on specified, mutually agreeable terms and conditions, as they believe it would be in the best interests of the Parties, taxpayers, and residents of the Town; and

WITNESSETH:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid by the Bartels to the Town, 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: Prior to the issuance of a Building Permit for construction of the stone retaining wall, Bartels shall pay the sum \$5,000.00 to the Town and said sum shall be held by the Town to cover any costs associated with having to deal with surface improvements to gain access to the sewer line and its appurtenances on the Bartels Property.

THIRD: This \$5,000.00 payment may be deposited by the Town in its General Fund.

FOURTH: The \$5,000.00 payment shall be applied to [1] the costs to the Town, if any, of addressing, removing or otherwise dealing with the aforesaid surface improvements to gain access to the sewer line and its appurtenances on the Bartels Property after efforts to have the owner of the Bartels Property voluntarily deal with surface improvements fail or are refused; however, in emergency circumstances, efforts to have the owner of the Bartels Property voluntarily deal with the surface improvements may be excused in the public's best interests; or [2] any damage to the Town easement and/or apparatus located therein caused by the surface improvements or the owner of the Bartels Property's failure or refusal to deal with them.

FIFTH: Bartels agrees to indemnify and hold harmless and defend the Town from any and all liability or responsibility in connection with, or related to, the performance of this Escrow Agreement, including, without limitation, any claims, proceedings, legal fees, and any and all liability and responsibility in connection therewith or related thereto for any property damage and/or personal injury claim, 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 property damage or personal injury caused by the Town, its employees and/or agents due to the failure or timely failure of Bartels to act hereunder or comply herewith, or with any Notice given it, in accordance with, or pursuant to, or as contemplated by the provisions of this Agreement and which are the express obligation hereunder on the part of Bartels to perform and/or which result, directly or indirectly, from the exercise by the Town of its rights under, or related or incidental to, the right-of-way/easement.

SIXTH: In the event the Town incurs any cost or expense to repair damage to the sewer line as a result of Bartels' installation of surface improvements such as the stone wall, stairs and landings, and/or for having to remove such surface improvements land burdened by the right of way/easement in order to gain access to the sewer line, or otherwise exercise its right in and to the easement as set forth more fully above, Bartels shall be entitled to a credit for the \$5,000.00 paid upon execution of this agreement towards any cost or expense for which Bartels shall be liable under this agreement. Bartels shall nevertheless remain liable to the Town for any costs and expenses incurred by the Town above and beyond the \$5,000.00, it being fully understood and agreed that the \$5,000.00 payment shall not be the limit of Bartels' liability under the terms of this agreement.

SEVENTH: In the event all surface improvements, including but not limited to, the stone wall, stairs and landings are removed from the Hofstatter Easement and National Bank Easement by Bartels, either voluntarily, or by the Town under the terms and conditions set forth herein, and the lands burdened by the right of way/easement is returned to its natural state by the owner of the Bartels Property with no further encroachments, obstructions, and no damage to the sewer line or easement as a result thereof, the then-current owner of the Bartels Property shall be entitled to a return of any remaining portion of the \$5,000.00 paid herein that has not been previously used and consumed hereunder, without credit for interest, less the costs to the Town, if any.

EIGHTH: This Agreement shall be binding upon Bartels, her successors and/or assigns, and all future owners of the subject property, and shall inure to the benefit of the Town, its successors and/or assigns and shall be recorded in the records of the County Clerk.

(Remainder of page intentionally left blank)



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social Security number, and Employer Identification Number.

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot, SWIS code, Street address, City, town, or village, County. Row 1: 66.42, [blank], 15 Orchard Street, Nyack, Rockland.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and fields for Date of conveyance (10/2022) and Percentage of real property conveyed (100.00%).

Condition of conveyance (mark an X in all that apply)

Form with checkboxes for conditions of conveyance (a. Conveyance of fee interest, f. Conveyance which consists of a mere change of identity, etc.).

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 \$, Schedule B, Part 2 \$), Date received, Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) <input type="checkbox"/> Exemption claimed	1.	0 00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0 00
3	Taxable consideration (subtract line 2 from line 1)	3.	0 00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.	
6	Total tax due* (subtract line 5 from line 4)	6.	0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.	
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.	
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

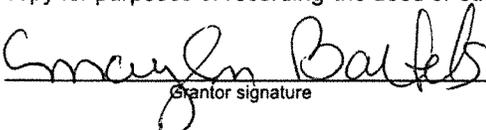
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	_____ Grantor Title	_____ Grantee signature _____ Grantee Title
Grantor signature	Title	Grantee signature
Grantor signature	Title	Grantee signature
Grantor signature	Title	Grantee signature

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

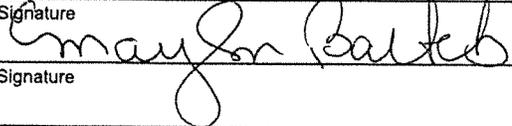
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Mary Ann Bartels	Date 10-22-2022
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

INTERMUNICIPAL AGREEMENT

with

TOWN OF ORANGETOWN

THIS AGREEMENT made the _____ day of _____, 20 by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal office at 26 Dutch Hill Road, Orangeburg, New York 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS, the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter into this intermunicipal agreement for reimbursement for training and overtime associated with Project Connect; the office of the District Attorney's law enforcement assisted diversion (LEAD) program; and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution 424 of 2021** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES**: The **MUNICIPALITY** shall provide an experienced detective to perform services indicated on Schedule "A" attached hereto.

2. **TERM**: The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **January 1, 2021**, and terminating **September 30, 2023**.

3. PAYMENT: The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$27,500.00)** as reimbursement to the **MUNICIPALITY**. **MUNICIPALITY** agrees that the aforesaid **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$27,500.00)** shall be solely and exclusively used for the purpose of reimbursement for Law Enforcement Related to Project Connect.

4a. INDEMNIFY AND HOLD HARMLESS: The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY** to the fullest extent permitted by law. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4c. Under no circumstances shall **MUNICIPALITY** assume liability or defense costs for the actions of the personnel of law enforcement related to Project Connect who are not employed by **MUNICIPALITY**.

4d .Under no circumstances shall **COUNTY** assume liability or defense costs for the actions of the employees of the **MUNICIPALITY** who are not assigned to law enforcement of Project Connect.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are

appropriated in the County budget. The **COUNTY** agrees that it shall not direct the police officers assigned to law enforcement of Project Connect to work any overtime hours in excess of the amount budgeted by the **MUNICIPALITY** without the prior consent of the **MUNICIPALITY**.

6. RECORD KEEPING AND AUDIT: The **MUNICIPALITY** shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to **MUNICIPALITY** unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

7. NO ASSIGNMENT: The **MUNICIPALITY** shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

8. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

9. LABOR LAW AND EXECUTIVE LAW: The **MUNICIPALITY** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

10. LOCAL LAWS AND RESOLUTIONS: The **MUNICIPALITY** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The **MUNICIPALITY** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

12. IRAN DIVESTMENT ACT: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to

transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE DISTRICT ATTORNEY

(Approved for signature of
County Executive)

By: _____
THOMAS E. WALSH II
District Attorney

Dated: _____

TOWN OF ORANGETOWN

By: _____
TERESA KENNY
Supervisor

Dated: _____

DEPARTMENT OF LAW

(Approved for signature of
County Executive)

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Contract Request Schedule "A"*(A detailed schedule of the work or services to be provided)*

Statement of Work (SOW) – *(The Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met.)*

The Orangetown Police Department (OPD) will participate in the pilot and ongoing Law Enforcement Assisted Diversion (LEAD) program. OPD will provide a screen for Peer Recovery involvement of eligible offenders. OPD will contact the Peer assigned to come and meet with the identified eligible offender. OPD will provide the space for the Peer meeting and remote assessment if needed.

OPD will provide a two-hour Crisis Intervention Training for all police officers involved with the LEAD program over the grant period of three years.

Contract Deliverables – *(Contract Deliverables are the outputs associated with the Statement of Work. Sample Deliverables include, draft reports, final reports, assessments, studies, meetings, public hearings, number of clients served within a specified time period.)*

OPD will provide completed LEAD Police Forms
 OPD will contact the Peer Recovery person from Foundations Recovery Center
 OPD will provide offenders with appearance tickets
 OPD will provide CIT training

Cost/Price & Payment Section – *(Total/Estimated contract costs shall be defined as well as method of payment. Define if this is a Completion Contract (paid in full when contract is completed) or if this is a Level of Effort Contract (progress payments will be made upon the completion of certain milestones/deliverables). If progress payments are to be made, the milestones/deliverable for payment must be clearly defined. Retainage requirements shall also be clearly defined.)*

The cost for overtime 3 year grant period totals \$27,500

Supporting Documentation – *(Supporting Documentation such as copies of vendor's proposals, technical data or drawings should also be included.)*

N/A

Insurance Certificates - *(All required insurance certificates; General Liability, Automotive, Professional Liability, Workman's Compensation and Disability shall be included with each contract request and contract extension request.)*

N/A

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

PERMIT # 22-SP-049

RECEIVED
SEP 21 2022
Orangetown Police Department

EVENT NAME: WEST NYACK GREEK FESTIVAL DRIVE THRU #3

APPLICANT NAME: GREEK ORTHODOX COMMUNITY OF ROCKLAND

ADDRESS: 1 MARYCREST ROAD WEST NYACK NY 10994

PHONE #: 845 6234023 CELL # 845 4618986 FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER DRIVE THRU

The above event will be held on OCTOBER 15, 2022 from 12PM to 8PM RAIN DATE: N/A

Location of event: 1 MARYCREST ROAD, WEST NYACK NY 10994

Sponsored by: Sts Constantine & Helen Telephone #: 845 6234023

Address: 1 MARYCREST ROAD WEST NYACK NY 10994

Estimated # of persons participating in event: _____ vehicles ~ 300 vehicles

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

Saints Constantine & Helen, John Fellas - President

Signature of Applicant: John Fellas, President Date: 9/6/22

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 9/6/22

Certificate of Insurance - Received On: 9/7/22

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 #: 54167 BARRICADES: Y/ N CONES: Y/ N TRASH BARRELS: Y/ N OTHER: Directional Signs/No parking signs

APPROVED: [Signature] 29-8-22 DATE: 9/19/2022
Deputy 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: 9/20/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: Request for Aux Items: _____

APPROVED: [Signature] 198 DATE: 9/21/22
Chief of Police

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

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED

SEP 06 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

SEP 22 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



SAINTS CONSTANTINE AND HELEN GREEK ORTHODOX CHURCH

ΕΛΛΗΝΙΚΗ ΟΡΘΟΔΟΞΟΣ ΕΚΚΛΗΣΙΑ ΤΩΝ ΑΓΙΩΝ ΚΩΝΣΤΑΝΤΙΝΟΥ ΚΑΙ ΕΛΕΝΗΣ



RECEIVED

SEP 06 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

September 6th, 2022

To Whom It May Concern:

The Greek Orthodox Community of Rockland will be hosting a preorder and pick-up drive thru fundraiser, on October 15th, 2022.

We would like to request the assistance of the members of the Orangetown Auxiliary Police so our festival will run as smoothly as possible.

The following are the days/hours of the festival that we would require assistance:

Saturday, October 15th, from 12pm to 8pm.

It would be greatly appreciated and we hope your presence would make the festival more enjoyable for all the attendees and our volunteers. We strongly wish to be a great contributor to our community.

If you have any questions or comments, please do not hesitate to call the church office, Monday through Friday, between the hours of 9 a.m. and 3:00 p.m.

Yours truly,
Saints Constantine and Helen
Festival Committee



**SAINTS CONSTANTINE AND HELEN
GREEK ORTHODOX CHURCH**

ΕΛΛΗΝΙΚΗ ΟΡΘΟΔΟΞΟΣ ΕΚΚΛΗΣΙΑ ΤΩΝ ΑΓΙΩΝ ΚΩΝΣΤΑΝΤΙΝΟΥ ΚΑΙ ΕΛΕΝΗΣ



RECEIVED

SEP 06 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

September 6th, 2022

To:
Orangetown Highway Department
Attn: Ms. Helen Wilson
hwilson@orangetown.com

Dear Ms. Helen,

Please add the following items/request to the next Town Board Workshop Meeting Agenda:

Saints Constantine and Helen Greek Orthodox Church requests the following for their Drive thru Greek Festival of October 15, 2022.

- 60 cones
- 40 barricades
- Directional signs
- No Parking signs

Thank you so much for your help. If you need additional information, please contact us.

Sincerely,
Festival Committee



GREEORT-08

LWIEDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2022

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).

PRODUCER License # BR-767175 Plainview, NY - Hub International Northeast Limited 55 West Ames Court Suite 400 Plainview, NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): (516) 576-0400 FAX (A/C, No): (516) 576-1177 E-MAIL ADDRESS:
TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Assurance Company INSURER B: Republic-Franklin Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Greek Orthodox Comm. Church of Rockland County a/k/a St. Constantine & Helen Greek of Rockland County 1 Mary Crest Road West Nyack, NY 10994	NAIC # 10687 12475

SEP 07 2022

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 3727587	9/1/2022	9/1/2023	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 LIQUOR LIABILIT \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5065854	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CULP3753280	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
Re: Event Date: October 15, 2022

Certificate is evidence of insurance for named insured. Subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER Town of Orangetown; Office of the Town Clerk; Town Hall 26 Orangeburg Road Orangeburg, NY 10962	CANCELLATION 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 
--	---



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 no later than 48 hours prior to the event.

Event Information

Event Name * Tappan Reformed Church Fall Fling

Event Location Name * Tappan Reformed Church Manse Lawn

Event Address *

Street Address
32 Old Tappan Road
Address Line 2

City Tappan State / Province / Region NY

Postal / Zip Code 10983 Country United States

Event Start Date * 10/22/2022
01:00:00 PM

Event End Date * 10/22/2022
06:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
Placed on side of barn near cement steps that lead to cellar.

Number of regular units required * 1

Number of ADA units required * 1

Total Number of units required * 2

Applicant Information

Applicant First Name * Taryn

Applicant Last Name * Doyle

Organization Name * Tappan Reformed Church

Organization Not For Profit? * Yes No

**Organization
Address ***

Street Address

32 Old Tappan Road

Address Line 2

City

Tappan

State / Province / Region

NY

Postal / Zip Code

10983

Country

United States

Phone (w) *

5165210771

Phone (c) *

5165210771

Email *

TRCFallFling@gmail.com

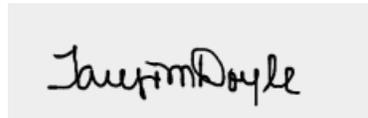
**Certificate of
Insurance ***

Certificate- Town of Orangetown.pdf

213.07KB

Certificate must list the Town of Orangetown as additional Insured

Signature *

A rectangular box containing a handwritten signature in black ink that reads "Jaym Doyle".

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

PERMIT # 22-SP-052

EVENT NAME: Tappan Reformed Church Fall Fling

APPLICANT NAME: Taryn Doyle

ADDRESS: 32 Old Tappan Road, Tappan

PHONE #: 845-359-1694 CELL # 516-521-0771 FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER Fall Festival

The above event will be held on Sat 10/22/22 from 1:00 to 7:00 RAIN DATE: N/A

Location of event: 32 Old Tappan Road, Tappan NY

Sponsored by: Tappan Reformed Church Telephone #: _____

Address: 32 Old Tappan Road, Tappan NY

Estimated # of persons participating in event: _____ vehicles _____

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

Tappan Reformed Church - 32 Old Tappan Rd - (845) 359-1694
Tappan

Signature of Applicant: Taryn Doyle Date: 8/29/22

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 9/26/22

Certificate of Insurance - Received On: 9/26/22

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: N - Received On: 9/26/22

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

NYS DOT Permit: N - Received On: X

Route/Map/Parking Plan: N - Received On: 9/26/22

RFS #: 54215 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: Highway Personnel to Distribute BAGS + BINS (10)

APPROVED: [Signature] 9/29/22 9-22-22 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: app secured Other: _____

APPROVED: [Signature] DATE: 9/30/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: _____ Items: _____

APPROVED: [Signature] DATE: 10/07/22
Chief of Police

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

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED

SEP 26 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

SEP 26 2022

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

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 Taryn Doyle DATE 8/29/22
COMPANY Tappan Reformed Church
ADDRESS 32 Old Tappan Road, Tappan
TELEPHONE (516)521-0771 - Taryn (cell)
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Greenbush Road -
(Address number and name of road)
One-way section of road
Between Old Tappan Rd + Kings Highway - In front of TRC
(Intersecting streets and/or description of exact location) Manse Lawn

REASON FOR CLOSING Tappan Reformed church Fall Fling

DATE OF CLOSING Sat. Oct 22, 2022 RAIN DATE None
TIME ROAD WILL BE CLOSED 9am - 8pm
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? NO

TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR.

PRELIMINARY APPROVAL [Signature] 9/29/22 8/29/22 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.

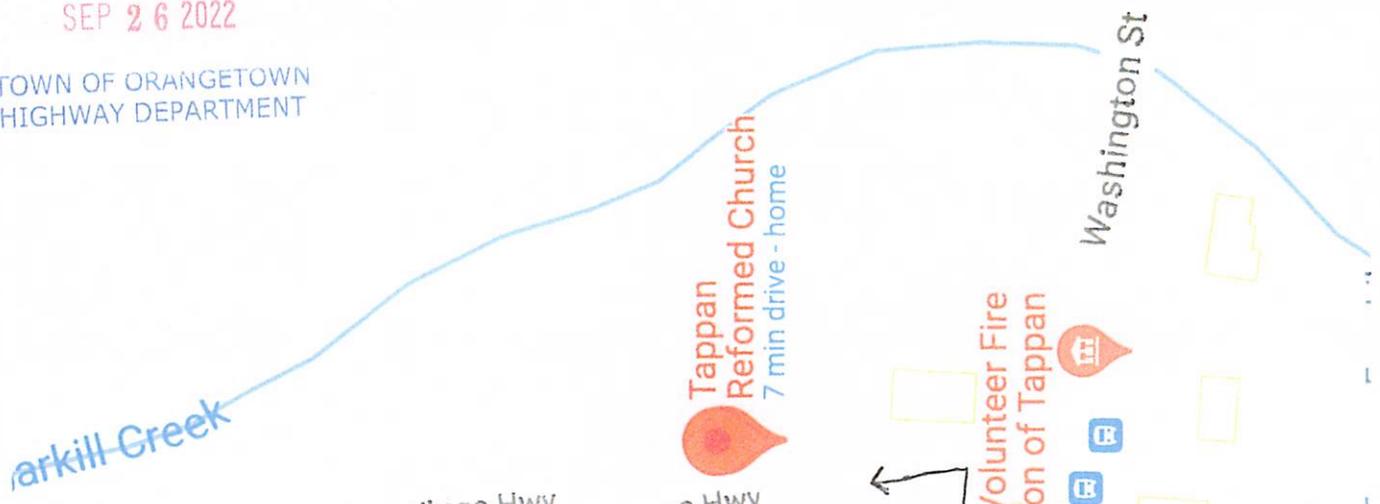
8-13-02bjd



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SEP 26 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Orange River

Greenbush Rd
Kings Hwy

Tappan Reformed Church
7 min drive - home

EVENT
Close Greenbush Rd
9am-8pm
Traffic Detour

Volunteer Fire
Association of Tappan

The Old '76 House
American \$\$\$

mimi's plate

Vendor
Parking

NoCo Catering
and Events

Mezzaluna Enterprises
Old Tappan

Parking

Parking

ational

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SEP 26 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

9/24/22

To The Orangetown Town Board,

I am a Deacon at the Tappan Reformed Church and I am organizing the Tappan Reformed Church Fall Fling this year on Saturday, October 22, 2022 from 1pm until 6pm. The Fall Fling will have vendors, Tappan Fire Department safety and prevention demonstrations and display of their antique truck, children's activities such as pumpkin painting and face painting, and much more for our residents and visitors to enjoy.

I am kindly requesting a permit for use of the Manse Lawn at 32 Old Tappan Road in Tappan, NY. and for road closure of the one way Greenbush Road directly in front of the Lawn (from Old Tappan Road to the beginning of the cemetery). I am requesting that the **Highway Department** close the one way section of Greenbush Road directly in front of the Manse Lawn (from Old Tappan Road to Kings Highway at the beginning of the cemetery) from 9am to 8pm in order to allow for safe setup and breakdown of the Fall Fling. I would also like for the **Highway Department** to be present for the duration of the event and have recycle bins and the leaf bags available to residents. I am also requesting from the **Parks Department and Highway Department** that 2 port-a-potties and 10 garbage cans be placed on the site. If possible, I am requesting **Auxiliary Police** to be available during the event 1-6pm to assist with traffic and parking on the property.

I appreciate your consideration of these requests and am available for any questions or concerns you may have at (516) 521-0771.

Sincerely,

Taryn M. Doyle

Mrs. Taryn Doyle
92 Monmouth Court
Orangeburg, NY 10962

RECEIVED

SEP 13 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
PERMIT # 22-SP-050

RECEIVED
OCT 7 2022
Orangetown Police Department

EVENT NAME: TAPPAN FIRE DEPT. 5K RACE

APPLICANT NAME: VOLUNTEER FIRE ASSOCIATION OF TAPPAN

ADDRESS: 123 WASHINGTON ST

PHONE #: 845-359-1897 CELL #: 845-893-6088 FAX #

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on 11/13/22 from 9:00 AM to 1:00 PM RAIN DATE: —

Location of event: GERMAN MASONIC GROUNDS - WESTERN HIGHWAY

Sponsored by: VOL. FIRE ASSOC. TAPPAN telephone #: 359-1897

Address: _____

Estimated # of persons participating in event: 300-400 vehicles _____

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

VOLUNTEER FIRE ASSOC. OF TAPPAN

Signature of Applicant: Daniel Fuller Date: 9/13/22

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 9/13/22

Certificate of Insurance - Received On: 9/28/22

FOR HIGHWAY DEPARTMENT USE ONLY

Road Closure Permit: 0 N - Received On: 9/13/22
fuse

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

NYS DOT Permit: Y / N Received On: X

Route/Map/Parking Plan: 0 N - Received On: 9/13/22

RES #: 54191 BARRICADES Y CONES N TRASH BARRELS: Y / N OTHER: Message board

APPROVED: [Signature] 9.29.22 29-22-22 DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY

Show Mobiler: Y / 0 Application Required: _____ Fee Paid - Amount/Check # _____

Port-o-San: 0/N: 000 required Other: _____

APPROVED: [Signature] DATE: 9/30/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY

Police Detail: Y / N: _____ Items: _____

APPROVED: [Signature] DATE: 10/07/22
Chief of Police

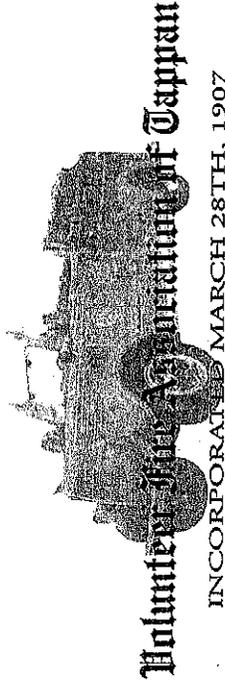
Please return to the Highway Department to be placed on the Town Board Workshop

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED

SEP 13 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



TAPPAN, NY 10983

Volunteer Fire Association of Tappan
5K Committee
123 Washington St
Tappan, NY 10983

September 12, 2022

Town of Orangetown – Town Board
26 Orangeburg Rd
Orangeburg, NY 10962

Dear Town of Orangetown Board Members,

The Volunteer Fire Association of Tappan (Tappan Fire) is working to schedule a fundraiser 5K Run/Walk on November 13, 2022. This event will start and end at the German Masonic Grounds on Western Highway in Tappan, NY. We are looking for assistance from the Town on the following:

- Police Auxiliary members and equipment to assist with traffic control
- Porta-Potties to be used at start/finish on Masonic Grounds as site facilities are not available
- Barriers and Cones to assist with route traffic control
- Electronic Sign to assist with advertising the event

Please note, this event is a fund raiser for the Volunteer Fire Association of Tappan.

Any questions can be addressed to 5K committee members:

- Dan Fuller – ddf Fuller@optonline.net – 845-893-6088
- George Garrecht - peckman118@gmail.com – 845-494-2467

Thank you in advance for your consideration.

Respectfully,

Dan Fuller

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

SEP 13 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD CLOSING 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 – highwaydept@oragetown.com



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

NAME GEORGE GARRECHT DATE 9/13/22
COMPANY VOLUNTEER FIRE ASSOCIATION OF TAPPAN
ADDRESS 123 WASHINGTON ST. TAPPAN
TELEPHONE 845-494-2467

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

GREENBUSH RD (ONE WAY SECTION)
(Address number and name of road)

WEST OF CSX TRACKS BY LAFAYETTE ST
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING 5K RACE START AREA

DATE OF CLOSING 11/13/22 RAIN DATE ---

TIME ROAD WILL BE CLOSED 9:00 AM - 9:45 AM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? YES

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

TRAFFIC CONTROL PLAN. PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR.

PRELIMINARY APPROVAL *James J. Dean* DATE 9.29.22
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



JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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

SEP 13 2022



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

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

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME GEORGE GARRENT DATE 9-13-22
COMPANY VOLUNTEER FIRE ASSOC. OF TAPPAN
ADDRESS 123 WASHINGTON ST TAPPAN
TELEPHONE 845-494-2467
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

VARIOUS LOCATIONS IN TAPPAN - SEE ROUTE (ATTACHED)
(Address number and name of road)

START ON GREENBUSH - FIRE POLICE + AUX POLICE TO ASSIST
(Intersecting streets and/or description of exact location)

REASON FOR USE SK RACE
DATE OF USE 11-13-22 RAIN DATE —
TIME ROAD WILL BE USED 900AM - 100PM
WILL ROAD BE OPEN TO LOCAL TRAFFIC? YES
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 9-29-22
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

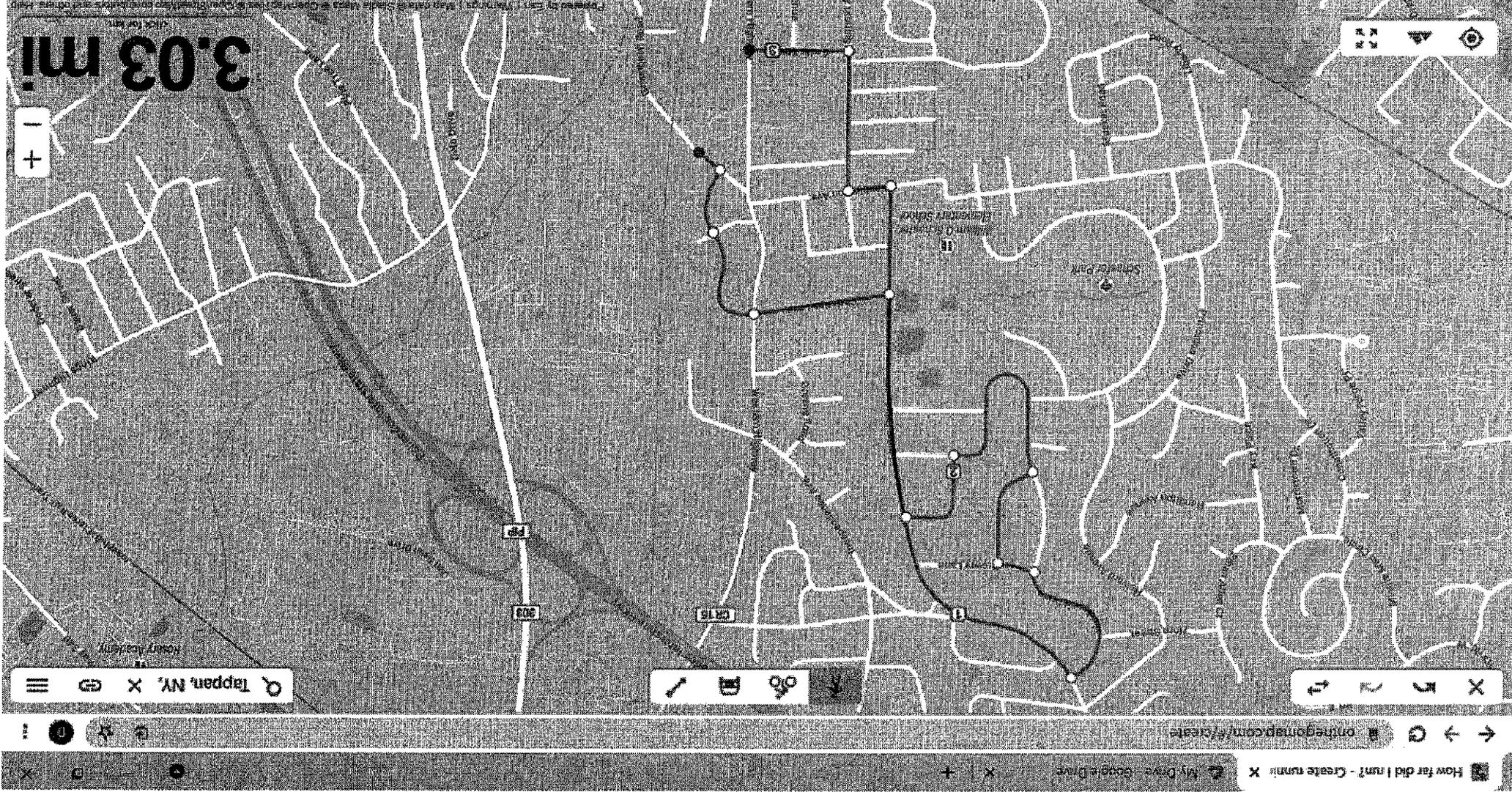
This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.
8-13-02bjd

HAMLETS: PEARL RIVER • BLAUVELT • ORANGEBURG • TAPPAN • SPARKILL • PALISADES • UPPER GRANDVIEW • SOUTH NYACK
CLEAN STREAMS = CLEAN STREAMS

RECEIVED

SEP 13 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



RECEIVED

SEP 13 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Volunteer Fire Association of Tappan

5K Road Race

November 13, 2022

- Start on Greenbush Road (By Masonic Grounds)
- Right on Lafayette to Western Highway
- Cross Western Highway, up Christine Lane
- Right on Lester Drive
- Left on Hardwood Drive
- Left on Drewery
- Right on Wayne Lane
- Left on Hardwood Drive
- Hardwood to Brianbeth
- Left on Skyview Oval
- Right on Lester Drive to end by Schaefer School
- Left on Washington Ave
- Right on Summit to One Way
- Left on Cedar
- Cross Western Highway to parking lot finish



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
09/27/2022

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).

PRODUCER	CONTACT NAME: Rosanne Capuano
Hubbinette Cowell Associates Inc.	PHONE (A/C, No.): (516)795-1330
1003 Park Blvd, Ste 3	FAX (A/C, No.): (516)795-5101
Massapequa Park, NY 11762	E-MAIL ADDRESS: rosanne@hubbinette-cowell.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA
	INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED	NAIC #
Hubbinette Cowell Associates Inc.	19445
1003 Park Blvd, Ste 3	19445
Massapequa Park, NY 11762	

RECEIVED

SEP 28 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Tappan Fire District
PO Box 525
Tappan, NY 10983

COVERAGES **CERTIFICATE NUMBER: 0000114-209848** **REVISION NUMBER: 19**

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	ADDITIONAL SUBROGATION	INSURANCE	POLICY NUMBER	POLICY EFFECT DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY	Y	VFNU-TR-0014556	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY	Y	VFNU-TR-0014556	VFNU-TR-0014556	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB	X	VFNU-TR-0014556	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PER STATUTE	OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE RE: 5K RUN TO BE HELD ON NOVEMBER 13, 2022. CERTIFICATE HOLDER AND NOBLE NINTH ARE NAMED AS ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF ORANGETOWN 26 ORANGETOWN ROAD ORANGETOWN, 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
	<i>Paul A. Cowell Jr.</i>
	(RMC)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
06/22/2022

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

PRODUCER	Hubbinette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762	CONTACT NAME: Rosanne Capuano PHONE (A/C, No.): (516)795-1330 FAX (A/C, No): (516)795-5101 E-MAIL: rosanne@hubbinette-cowell.com ADDRESS: rosanne@hubbinette-cowell.com
	INSURED	Tappan Fire District PO Box 525 Tappan, NY 10983

RECEIVED
SEP 28 2022
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

INSURER(S) AFFORDING COVERAGE
INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA 19445
INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA 19445
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 00001114-164839 REVISION NUMBER: 15

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.

YSR	TR	TYPE OF INSURANCE	ADDL SUBR	INSD. WVD.	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY	Y		VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B		AUTOMOBILE LIABILITY	Y		VFNU-TR-0014556	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X	UMBRELLA LIAB	X		VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under	Y/N	OTHER
	<input type="checkbox"/> N/A	

DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE FOR USE OF MESSAGE BOARD FOR UPCOMING EVENTS. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER	TOWN OF ORANGETOWN 26 ORANGETOWN ROAD ORANGETOWN, NY 10962
CANCELLATION	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	<i>Paul A. Cowell Jr.</i> (RMC)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2022

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PRODUCER

Hubbinette Cowell Associates Inc.
1003 Park Blvd, Ste 3
Massapequa Park, NY 11762

CONTACT NAME:

Rosanne Capuano
PHONE (A/C, No, Ext): (516)795-1330
E-MAIL ADDRESS: rosanne@hubbinette-cowell.com

INSURER(S), AFFORDING COVERAGE

INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA
INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED

Tappan Fire District
PO Box 525
Tappan, NY 10983

NAIC

19445
19445

COVERAGES

CERTIFICATE NUMBER: 00001114-208948

REVISION NUMBER: 18

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. RVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG. \$ 10,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED. RETENTION \$	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	PER STATUTE	OTHER
		<input type="checkbox"/>	E.L. EACH ACCIDENT \$	
		<input type="checkbox"/>	E.L. DISEASE - EA EMPLOYEE \$	
		<input type="checkbox"/>	E.L. DISEASE - POLICY LIMIT \$	

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

PROOF OF INSURANCE FOR USE OF PREMISES FOR 5K RUN TO BE HELD ON NOVEMBER 13, 2022. THE TOWN OF ORANGETOWN AND NOBLE NINTH ARE NAMED AS ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER

CANCELLATION

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

NOBLE NINTH
89 WESTERN HIGHWAY
Tappan, NY 10983

AUTHORIZED REPRESENTATIVE

Paul A. Cowell Jr.

(RMC)

BUREAU OF FIRE PREVENTION
TOWN OF ORANGETOWN
20 Greenbush Road
Orangeburg, New York 10962
(845) 365-0204 x 10

FIREWORKS DISPLAY PERMIT

(Not for fireworks display in preparation for or in connection with television broadcasts)
Ref: NY State Penal Law, Article 405.00

LICENSE NUMBER: _003-2022

DATE ISSUED: _October 7, 2022

EXPIRATION DATE: October 16, 2022

FEE PAID – Site Inspection: \$300.00
(Check to: "Bureau of Fire Prevention")

DATE OF DISPLAY: _October 15, 2022

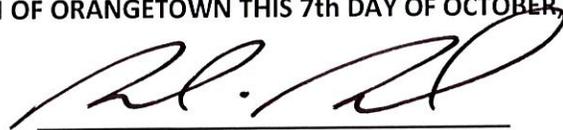
RAIN/WIND DATE: _None

The licensee herein named is licensed by the Town of Orangetown under the provisions of the NYS Penal Law Article 405.00 to operate:

1. (Type of event; i.e. outdoor fireworks display): ___Outdoor Fireworks Display
2. Location of Display: _____48 Franklin Ave. Pearl River
3. Name of Licensee: _____Pearl River Chamber of Commerce
4. Address of Licensee: _____4 East Central Avenue, Pearl River NY 10965
5. Contact Telephone Number: __Annie Paratore – Cell 845-406-0713

A Fireworks Display Permit granted and issued by the Bureau of Fire Prevention of the Town of Orangetown is NOT TRANSFERABLE.

ISSUED BY THE BUREAU OF FIRE PREVENTION OF THE TOWN OF ORANGETOWN THIS 7th DAY OF OCTOBER, 2022 BY:



David Majewski
Chief of the Bureau of Fire Prevention

cc: Orangetown Police Department
Pearl River Fire Department
Bureau of Fire Prevention

BUREAU OF FIRE PREVENTION
TOWN OF ORANGETOWN
20 Greenbush Road
Orangeburg, New York 10962
(845) 365-0204 x10

APPLICATION FOR FIREWORKS DISPLAY PERMIT

(not for fireworks display in preparation for or in connection with television broadcasts)
Ref: NY State Penal Law, Article 405.00

We hereby apply to the Town of Orangetown for a fireworks display permit pursuant to the provisions of Article 405 of the Penal Law of the State of New York. The application for the permit MUST be made at least thirty (30) days in advance of the display. The original application form, with a detailed diagram and all required attachments, must be submitted to the Bureau of Fire Prevention of the Town of Orangetown for circulation to the Town Board and all necessary departments of the Town. If a permit is granted, an on-site review, both prior to and on the date of the display, shall be conducted by the Bureau of Fire Prevention. The applicant attests that the proposed display outlined in this application conforms to all provisions of the Town Code of the Town of Orangetown, and the laws of the State of New York. Fireworks displays shall comply with the requirements of NYS Penal Law §405.00; and the NFPA 1123 and 1126.

SITE INSPECTION FEE: \$300.00 (payable to: Bureau of Fire Prevention, Town of Orangetown)

NAME OF APPLICANT: LEGION FIREWORKS COMPANY, INC.

Application Date: September 15, 2022

Public Fireworks Display: YES NO
Private Fireworks Display: YES NO
Town Property: YES NO

Display Date/Time: October 15, 2022 - Approximately 8:30 PM 8 PM

Proposed Rain/Wind Date/Time for display: [REDACTED]

Expected Duration of Display: 20 MINUTES (minutes)

OTHER LICENSE(S)/PERMIT(S) REQUIRED:

Requires a Commercial Amusement Ordinance License (Chap. 7 of Town Code);(See Town Clerk)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Requires a Permit for Use of Public Park/Town Facility (Chap. 7A of Town Code); (See Parks & Recreation Dept)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Requires "Request for Use of Town Property" (Chap.7A of Town Code); See Orangetown Police)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Requires "Road Closing Permit Application" (Chap. 7A of Town Code); See Highway Dept.)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Requires "Application for Permit to Close a County Road"; See Rockland County Highway Department	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Requires "Special Use Permit Application" (Form PERM 33a); See NYS Department of Transportation	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

FOR OFFICE USE ONLY:

SITE DATA:

Display Location/Discharge Point (be specific; include address of site):

FRANKLIN AVENUE ELEMENTARY SCHOOL

48 FRANKLIN AVENUE, PEARL RIVER, NY 10965

Site Data: Section – Block – Lot: 68.20 - 2 - 75

OWNER OF SITE:

Name and Address: **PEARL RIVER SCHOOL DISTRICT**

275 CENTRAL AVENUE, PEARL RIVER, NY 10965

Contact Phone: 845-620-5874

Mobile Phone : N/A

(A) SPONSOR OF THE SHOW

Name: **Pearl River Chamber of Commerce**

Address: **4 East Central Avenue, Pearl River, NY 10965**

Contact Person: **Annie Paratore**

Phone: _____ Mobile Phone: **845-406-0713**

Supplier of Fireworks: **LEGION FIREWORKS COMPANY, INC.**

Address: **10 LEGION LANE
WAPPINGERS FALLS, NY 12590**

DISPLAY COMPANY: **** Attach a copy of the NYS Dept. of Labor Explosives License:*

Company Name: **LEGION FIREWORKS COMPANY, INC.**

Address: **10 LEGION LANE
WAPPINGERS FALLS, NY 12590**

Contact Person: **FRANK M. COLUCCIO, PRESIDENT**

Phone: 845-831-8328 Mobile Phone: 845-546-6456

NYS Dept. of Labor Explosives License#: D-2310

Expires: 5-31-2023

FOR OFFICE USE ONLY:

Certified Pyrotechnician(s) – Name(s) of Certified Pyrotechnician(s) who will be in charge of the display and authorized assistants that will be working on the show (for any additional Pyrotechnicians or Authorized Assistants attach a separate sheet). See 12 NYCRR 61-2.1 through 61-2.7.

*****Attach a copy of the valid Certificate of Competence as a Pyrotechnician issued by the Commissioner of Labor of New York State for each Certified Pyrotechnician.**

NOTE: PHOTO I.D. OF ALL TECHNICIANS AND ASSISTANTS HANDLING OR FIRING PYROTECHNICS IS REQUIRED.

Name of Supervising/Designated Operator Certified Pyrotechnician:

Devin Berrian

Address:

69 Chestnut Lane
Milton, NY 12547

Phone: 845-705-8317

Certificate #: PR-598

Expires: 06-24

***** Supervising/Designated Operator Certified Pyrotechnician MUST PROVIDE A VERIFIED STATEMENT that he/she has confirmed that each and any authorized assistant(s) are: at least 18 years of age; trained in how to perform the assigned tasks; and educated about safety hazards.**

Name of Additional Certified Pyrotechnician #1:

FRANK M. COLUCCIO

Address:

10 LEGION LANE
WAPPINGERS FALLS, NY 12590

Phone: 845-546-6456

Certificate #: PR-58

Expires: 09/2024

Name of Additional Certified Pyrotechnician #2:

Address:

Phone:

Certificate #:

Expires:

Authorized Assistants: Names of the individuals who are authorized by the operator to work on the show, identified either by their certificate number and expiration date, if they are certified, or by their age and phone number, if they are not certified.

Name: Brett Halden

Address: 11 Finley Road Marlborough, CT 06447

Phone: 860-986-4726

Age: _____

Certificate #: _____

Expires: _____

FOR OFFICE USE ONLY:

Authorized Assistants: Names of the individuals who are authorized by the operator to work on the show, identified either by their certificate number and expiration date, if they are certified, or by their age and phone number, if they are not certified.

Name: _____

Address: _____

Phone: _____ Age: _____

Certificate #: N/A Expires: _____

(B) DISPLAY CONTENT (include number and kind of fireworks/pyrotechnics to be displayed and discharged; attach additional pages if necessary): SHELL SIZE AND COUNT AS FOLLOWS:
955 Three Inch (3") Shells

(C) How will fireworks be stored immediately prior to display (detail physical location, manner and place of storage) :
IN A NYS LICENSED MAGAZINE AT LEGION FIREWORKS CO., INC.
10 LEGION LANE, WAPPINGERS FALLS, NY 12590

(D) Location of FOUR (4) approved type fire extinguishers: (*must be kept at as widely separate points as possible within the actual area of display*):
PLEASE SEE ATTACHED MAP.

(E) If rained out (or cancelled due to wind), fireworks be stored (detail manner and location and place of storage): IN A NYS LICENSED MAGAZINE AT LEGION FIREWORKS COMPANY, INC., 10 LEGION LANE, WAPPINGERS FALLS, NY, 12590

(F) Other such information that the Chief of Police and/or the Chief of the Bureau of Fire Prevention deems necessary to protect persons or property:

(G) For OUTDOOR DISPLAYS NOT before a proximate audience, **attach a WRITTEN PLAN AND A DIAGRAM OF THE AREA** (including distances) where the display will take place (the "Emergency Action/Incident Response Plan"), showing:

- a. location where the fireworks will be discharged from;
- b. the location of, and distance to all buildings, highways, lines of communications;
- c. showing the location of the audience, including the lines behind which the audience will be restrained; and
- d. the location of all nearby trees, telegraph or telephone lines or other overhead obstructions or other structures or devices that could be affected by the display or fallout from it;
- e. and the location of the four (4) fire extinguishers.

FOR OFFICE USE ONLY:

- (H) The fireworks display shall be conducted in conformance to the provisions of NYS Penal Law §405.00 and the rules promulgated by the New York State Commissioner of Labor pursuant to §462 of the Labor Law, and as required by the Town of Orangetown, including but not limited to:
- a. The actual point at which the fireworks are to be fired shall be at least two hundred (200') feet from the nearest permanent building, public highway, railroad or other means of travel and at least fifty (50') feet from the nearest above-ground telephone or telegraph line, tree or other overhead obstruction;
 - b. The audience of such display shall be restrained behind lines at least one hundred fifty (150') feet from the point at which the fireworks are discharged, and that only persons in active charge of the display shall be allowed inside these lines;
 - c. All fireworks that fire a projectile shall be set up so that the projectile will go into the air, as near as possible, in a vertical direction, unless the fireworks to be fired from the shore of a lake or other large body of water, when they may be directed in such a manner that the falling residue from the deflagration will fall into such lake or body of water;
 - d. Any fireworks that remain unfired after the display has been concluded shall be immediately disposed of in a safe way for that particular type of fireworks remaining;
 - e. No firework display shall be held during a windstorm in which the wind reaches a velocity of more than thirty (30 m.p.h.) miles per hour; the Town of Orangetown Fire Inspector shall confirm wind velocity with the Rockland County Fire Dispatch Center (44 Control) prior to the show;
 - f. All of the persons in actual charge of firing the fireworks shall be over the age of eighteen (18) years, competent and physically fit for the task;
 - g. There should be at least two (2) such operators constantly on duty during the discharge, and
 - h. at least four (4) approved type fire extinguishers (of at least two and one-half (2 ½) gallons' capacity each) shall be kept as widely separated as possible within the actual area of display;
 - i. the location of the fire extinguishers shall be shown on the diagram;
 - j. The four (4) portable fire extinguishers shall include:
 - i. two (2) pressurized water extinguishers; and
 - ii. two (2) dry powder with a minimum rating of 2A-40BC;
 - k. A copy of the approved permit and plan shall be kept on site and be available for review;
 - l. Any significant changes to the plan shall be approved, in writing, by the Chief of the Bureau of Fire Prevention, or his authorized agent/representative, prior to the performance.
- (I) No permit granted and issued hereunder shall be transferable. After such permit has been granted, the sale, possession, use and distribution of fireworks for such display shall be lawful solely thereunder.
- (J) For Indoor displays, in addition to the information provided or to be provided hereinabove, include a written plan and diagram for how you intend to use the pyrotechnics as required by the New York State Penal Law §405.10; That plan and diagram shall be submitted at least thirty (30) days prior to the performance and SHALL include: In addition to the State Licenses and Certificates already included in this application, proof of Federal ATF Licenses (if required); Proof of experience of the pyrotechnician in charge; Proof of experience with the types of devices being used and a description of duties of any authorized assistants; Point of assembly of the pyrotechnic devices; Manner and place of storage of the pyrotechnic materials and devices; Material Safety Data Sheets (MSDS) for the pyrotechnic materials to be used; Certification that set, scenery, and rigging materials are inherently flame-retardant or have been treated to achieve

FOR OFFICE USE ONLY:

flame retardancy; Certification that all materials worn by performers in the fallout area during the use of pyrotechnic effects are inherently flame-retardant or have been treated to achieve flame retardancy; For indoor displays attach a diagram of the area where the display will take place, showing location where the fireworks will be discharged from, the location of, and distance to the audience, the location of sprinklers and the fallout radius for each pyrotechnic device used; A copy of the approved permit and plan shall be kept on site and be available for review; Any significant changes to the plan shall be approved by the Chief of the Bureau of Fire Prevention and/or his authorized agent/representative, prior to the performance.

(K) Proof of Insurance or Bond (Minimum Five Million (\$5,000,000.00) Dollars). **Please attach a copy of the policy certificate or other proof of insurance or Bond conditioned for payment of all damages which may be caused to a person(s) or to property by reason of the display so permitted and arising from any action of the permittee, its agents, employees, contractors or subcontractors.** Such bond shall run to the TOWN OF ORANGETOWN and shall be for the use and benefit of any person(s) or any Owner(s) of such property so injured or damaged and such bond shall provide that such person(s) shall have the right to maintain an action thereon which right action shall accrue to their heirs, executors, administrators, successors or assigns. In lieu of the bond, an indemnity insurance policy of the same coverage and containing the same terms and conditions as the bond will be accepted.

(L) Evidence of New York State Workers Compensation and Disability Benefits coverage. **Please submit proof of NYS Workers Compensation and Disability Benefits coverage.**

(M) NO PERMIT MAY BE ISSUED TO CONDUCT A DISPLAY OF FIREWORKS UPON ANY PROPERTY WHERE THE BOUNDARY LINE OF SUCH PROPERTY IS LESS THAN FIVE HUNDRED (500) YARDS FROM THE BOUNDARY LINE OF ANY PROPERTY WHICH IS OWNED, LEASED OR OPERATED BY ANY BREEDER AS DEFINED IN SUBDIVISION FOUR OF SECTION TWO HUNDRED FIFTY-ONE OF THE RACING, PARI-MUTUEL WAGERING AND BREEDING LAW.

(N) I authorize the Chief of the Bureau of Fire Prevention and/or Fire Inspector(s) and/or authorized agents or representatives of the Bureau of Fire Prevention of the Town of Orangetown to conduct an on-site review of the location of the Display/Discharge Point of the fireworks:
1) with the pyrotechnician for site review to determine feasibility of site; and
2) after issuance of the permit, on the Display date at least three (3) hours prior to the discharge of fireworks.

The fee for these reviews is THREE HUNDRED AND 00/100 (\$300.00) DOLLARS; payment by check to: *Bureau of Fire Prevention, Town of Orangetown*; and payment of this fee must be at least five (5) business days prior to the fireworks display. This fee is non-refundable. No further fee is required if the show is cancelled due to a rain/wind delay.

(O) I attest that the information contained in this permit application is accurate, true and complete to the best of my knowledge, and I understand that false statements made in this permit application are subject to the applicable versions of the NYS Penal Law. I understand that a Fireworks Display Permit granted and issued by the Town of Orangetown is NOT TRANSFERABLE.

(P) Denial of Permit: The Bureau of Fire Prevention shall notify the applicant in writing of a denial of the issuance of a Fireworks Display Permit. Such denial of the application shall state the reasons why the application has been denied.

FOR OFFICE USE ONLY:

(Q) Appeal of Denial of Permit: An applicant denied the issuance of a Fireworks Display Permit by the Bureau of Fire Prevention may appeal such decision in writing to the Town Board by filing such appeal with the Town Clerk, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962, within thirty (30) days from the date of denial of the application. The written appeal shall state the applicants position with respect to the determination being appealed and will state the relief requested. The Town Board's approval or disapproval of the appeal shall be final and conclusive. See **Town Board Resolution #380 of 2011, dated June 14, 2011.**

Frank M. Coluccio

Signature of Applicant

September 1, 2022

Date

FRANK M. COLUCCIO, PRESIDENT

Print Name of Applicant

DO NOT WRITE BELOW THIS LINE -- FOR OFFICIAL USE ONLY

Bureau of Fire Prevention review by: [Signature] Date: 10/7/22
Comments: _____

Town Clerk review by: [Signature] Date: 10/5/22
Comments: _____

Police Department review by: Capt Michael St... Date: 10/5/22
Comments: _____

Highway Department review by: Steph S... DSH Date: 10/6/22
Comments: _____

OBZPAE review by: [Signature] Date: 10/5/22
Comments: _____

Parks Recreation review by: [Signature] Date: 10/6/22
Comments: _____

Town Attorney review of Bond/Insurance by: [Signature] Date: 09/29/2022
Comments: N/A



Legion Fireworks Co., Inc.

Display Pyrotechnics Since 1920

10 Legion Lane, Wappingers Falls, N.Y. 12590 • 845-831-8328

Shooter: Devin Berrian

Cell Phone #: [REDACTED]

CERT. #: PR-598 Exp. 06/24



Traditional and Contemporary Pyrotechnics for Exhibition at Fairs • Concerts • Events



Legion Fireworks Co., Inc.

Display Pyrotechnics Since 1920

10 Legion Lane, Wappingers Falls, N.Y. 12590 • 845-831-8328

Certified Shooter: Frank M. Coluccio

Cell Phone [REDACTED]

CERT #: PR - 58





Legion Fireworks Co., Inc.

Display Pyrotechnics Since 1920

10 Legion Lane, Wappingers Falls, N.Y. 12590 • 845-831-8328

Town of Orangetown

20 Greenbush Road

Orangeburg, NY 10962

RE: Pearl River Fireworks Display

To Whom It May Concern,

I, Devin Berrian, certify that Brett Hallden is over the age of 18. I certify that they are also trained by Legion Fireworks Co., Inc. on their assigned tasks and educated about safety hazards.

Sincerely,


Devin Berrian PR-598

9/1/2022

Date



Legion Fireworks Co., Inc.

Display Pyrotechnics Since 1920

10 Legion Lane, Wappingers Falls, N.Y. 12590 • 845-831-8328

Shooter: Brett G. Hallden

Cell Phone #: [REDACTED]

Address: 11 Finley Hill Road Marlborough, CT 06447





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Legion Fireworks Co., Inc. 10 Legion Lane Wappingers Falls NY 12590	INSURER A: Axis Surplus Ins Company NAIC # 26620	
	INSURER B: Everest National Insurance Company 10120	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1304923347 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8ML00116-221	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00058-221	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000091848-04	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Date of Display: 10/15/2022.
 Location of Display: Franklin Avenue Elementary School 48 Franklin Ave. Pearl River, NY.
 Additionally Insured: Certificate Holder, Pearl River School District 275 Central Ave. Pearl River, NY 10965, Pearl River Park and Activity Committee, The Pearl River Chamber of Commerce & The County of Rockland.

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

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 222329308
LEGION FIREWORKS CO INC
10 LEGION LANE
WAPPINGERS FALLS NY 12590



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER LEGION FIREWORKS CO INC 10 LEGION LANE WAPPINGERS FALLS NY 12590		CERTIFICATE HOLDER TOWN OF ORANGETOWN 20 GREENBUSH ROAD ORANGEBURG NY 10962	
POLICY NUMBER A 737 947-2	CERTIFICATE NUMBER 950001	POLICY PERIOD 07/01/2022 TO 07/01/2023	DATE 5/26/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 737 947-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

FRANK M. COLUCCIO, PRESIDENT OF
LEGION FIREWORKS CO. INC.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 850421530



CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>LEGION FIREWORKS COMPANY INC. 10 LEGION LANE WAPPINGERS FALLS, NY 12590</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>845-831-8328</p> <p>1c. Federal Employer Identification Number or Social Security Number</p> <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF ORANGETOWN</p> <p>20 GREENBUSH ROAD</p> <p>ORANGEBURG NY 10962</p>	<p>3a Name of Insurance Carrier</p> <p>HARTFORD LIFE AND ACCIDENT</p> <p>3b Policy Number of Entity Listed in Box "1a"</p> <p>LNy642054</p> <p>3c Policy effective period</p> <p style="text-align: right;">01-01-2022 to 12-31-2022</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p>	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 01-27-2022

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

BY REGISTRATION TO BUSINESS IS SUBJECT TO REGULATION IS SUBJECT TO REGULATION

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-027-51-5C-00091
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	March 1, 2025
Name	LEGION FIREWORKS CO INC		

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**10 LEGION LANE
WAPPINGERS FALLS, NY 12590-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

LEGION FIREWORKS CO INC
10 LEGION LANE
WAPPINGERS FALLS, NY 12590-

Frank M. Coluccio

Licensee/Permittee Responsible Person Signature
Frank M. Coluccio

Printed Name

President

Position/Title
X

Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete LEGION FIREWORKS CO INC; 10 LEGION LANE; 12590-5-NY-027-51-5C-00091; March 1, 2025; 51-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	LEGION FIREWORKS CO INC
Business Name:	
License/Permit Number:	6-NY-027-51-5C-00091
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	March 1, 2025
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-027-20-5C-00077
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	March 1, 2025
Name	LEGION FIREWORKS CO INC		

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**10 LEGION LANE
WAPPINGERS FALLS, NY 12590-**

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

<p>Purchasing Certification Statement</p> <p>The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."</p>	<p>Mailing Address (Changes? Notify the FELC of any changes.)</p> <p>LEGION FIREWORKS CO INC 10 LEGION LANE WAPPINGERS FALLS, NY 12590-</p>
<p><i>Frank M. Coluccio</i> Licensee/Permittee Responsible Person Signature</p> <p>Frank M. Coluccio Printed Name</p>	<p><i>President</i> Position/Title</p> <p>X Date</p>

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete LEGION FIREWORKS CO INC:10 LEGION LANE:12590-6-NY-027-20-5C-00077:March 1, 2025:20-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
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Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **LEGION FIREWORKS CO INC**

Business Name:

License/Permit Number: **6-NY-027-20-5C-00077**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **March 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

STATE OF NEW YORK
DEPARTMENT OF LABOR



DIVISION OF
SAFETY AND HEALTH

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 5/31/2023

Legion Fireworks Co., Inc.
10 Legion Lane
Wappingers Falls, NY 12590

**THIS LICENSE MUST BE
POSTED IN YOUR PLACE
OF BUSINESS**

Frank Coluccio

License No D-2310

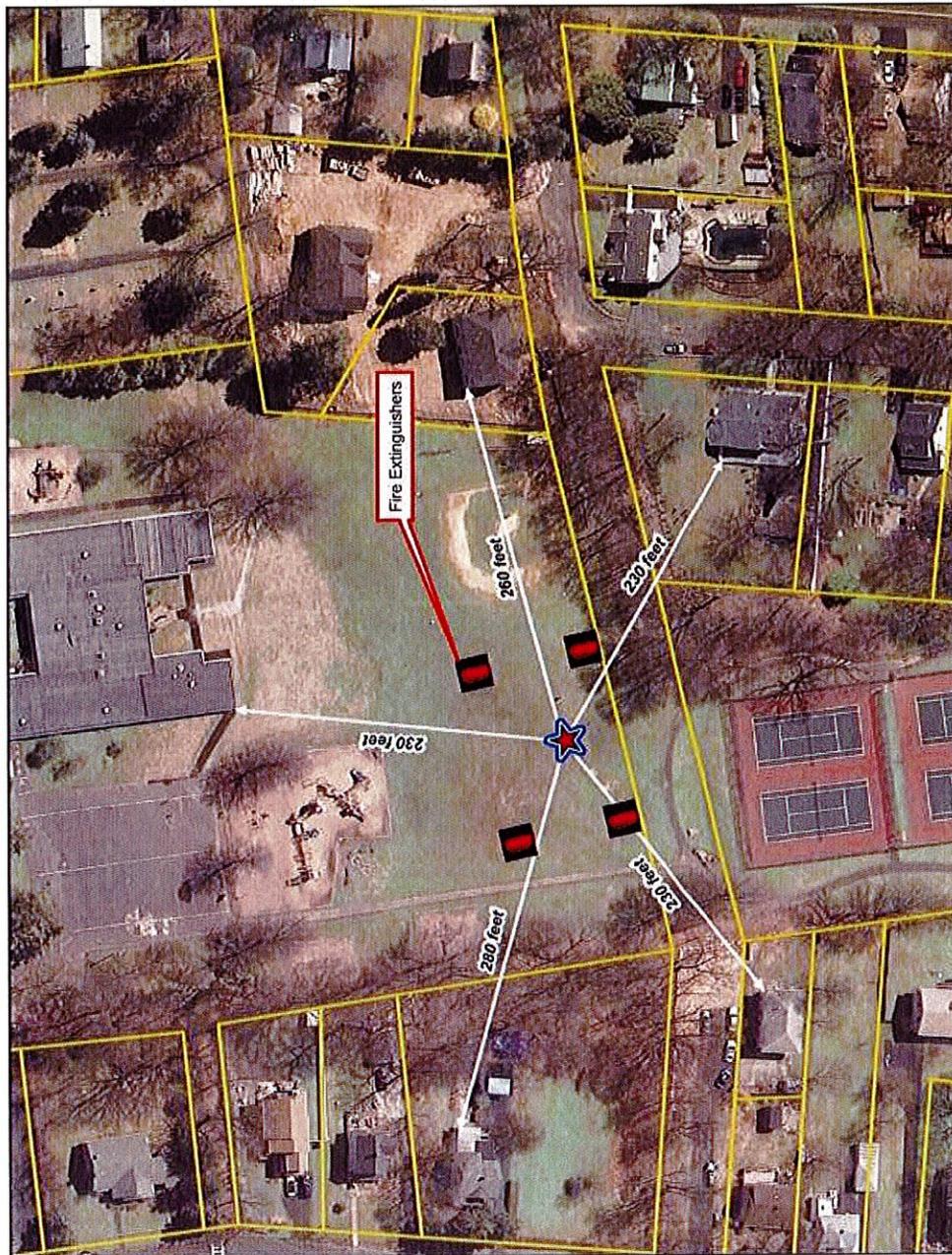
is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director FOR
THE COMMISSIONER OF LABOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

- 1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".
- 2) the DATE OF EACH SALE, DELIVERY or GIFT.
- 3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.
- 4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)



FIREWORKS DISPLAY PERMIT AGREEMENT
BETWEEN
PEARL RIVER BOARD OF TRADE, INC.
AND
THE TOWN OF ORANGETOWN

AGREEMENT made this 5th day of OCTOBER, 2022, by and between the PEARL RIVER BOARD OF TRADE, INC., d/b/a PEARL RIVER CHAMBER OF COMMERCE, a not-for-profit association, organized and existing under the laws of the State of New York, with offices at P.O. Box 829, Pearl River, New York (hereinafter referred to as "the CHAMBER"), and the TOWN OF ORANGETOWN, a municipal corporation, having its offices at 26 Orangeburg Road, Orangeburg New York (hereinafter referred to as "TOWN");

WHEREAS, the CHAMBER is a not-for-profit organization, whose members provide charitable works and other related activities within and for the benefit of the residents of the Town of Orangetown; and

WHEREAS, the CHAMBER, in furtherance of its goals, is the sponsor of a fireworks display to be discharged at the property of the Pearl River Union Free School District (according to separate permit with that entity) located at Franklin Avenue Elementary School, 48 Franklin Avenue, Pearl River, New York on Saturday, October 15, 2022 at approximately 9:30 p.m.; and

WHEREAS, in accordance with the provisions of the Town Code, and related regulations, the CHAMBER through its' Pyrotechnics Company (Legion Fireworks Company, Inc.) has made application for a Fireworks Display Permit, permitting a fireworks display; and

WHEREAS, as a condition of any application for a Fireworks Display Permit, both the applicant CHAMBER and the pyrotechnics company/operator (Legion Fireworks Company, Inc.) hired to put on the display, is required, among other things, to meet certain minimum insurance and indemnification requirements naming the TOWN, as the permitting agency, as an additional insured thereon,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Subject to the CHAMBER's compliance with all other requirements of law relating to the issuance of a Fireworks Display Permit, the TOWN agrees to the issuance of a Fireworks Display Permit to CHAMBER in connection with its fireworks display to be discharged at Franklin Avenue Elementary School, 48 Franklin Avenue, Pearl River, New York on Saturday, October 15, 2022.

2. In connection with the contemplated fireworks display, the CHAMBER further agrees, to the fullest extent permitted by law, to indemnify and hold the TOWN, its officers, employees and invitees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the acts, errors or omissions by it, its officers, employees, agents, consultants or others acting for, or on behalf of, it, which indemnification shall include and extend to the actions of any subcontractors or outside consultant utilized by the CHAMBER.
3. The CHAMBER further agrees that as a material condition of the Permit's issuance, and before the subject Permit shall become effective, it shall deliver to the TOWN certificates or other evidence of insurance coverage of the following types and in the following minimum amounts:
 - a. General Liability Insurance in a minimum amount of One Million Dollars (\$1,000,000.00) combined single limit with Two Million Dollars (\$2,000,000.00) excess of One Million Dollars (\$1,000,000.00); with Umbrella Liability per occurrence of Four Million Dollars (\$4,000,000.00) and aggregate of Four Million (\$4,000,000.00); and Workers' Compensation and Disability Insurance in the required statutory amounts.
 - b. Such insurance shall name the TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, New York 10962, as an additional named insured thereon, and shall further provide that such policies of insurance shall not be cancelled or discontinued except on a minimum of twenty (20) days' notice to the TOWN.
 - c. Proof of such insurance in a form acceptable to the Town shall be delivered to the Town before any services or other activities under this Permit shall commence.
4. In the event the CHAMBER shall use the services of any independent contractor or subcontractor, including any pyrotechnic company or operator, CHAMBER shall require, and deliver to the TOWN, proof of insurance from such contractor or subcontractor, in the same forms, and with the same minimum coverage limits, as set forth above in paragraph 4, expressly naming the TOWN as an additional insured thereon.
5. By executing this Agreement, the individual signing on behalf of the CHAMBER represents that he/she has the lawful authority to do so, and to bind the CHAMBER in the manner provided in this Agreement.

IN WITNESS WHEREOF, the CHAMBER and the TOWN OF ORANGETOWN have executed this Agreement the day and year first above written.

Pearl River Board of Trade, Inc.

By: *Antonina Paratore*
Print Name: Antonina Paratore
Title: Treasurer

Date: October 5, 2022

TOWN OF ORANGETOWN

By: *Teresa M. Kenny*
Print Name: TERESA M. KENNY
Title: SUPERVISOR

Date: October 5, 2022

Acknowledgements

STATE OF NEW YORK)

ss.

COUNTY OF ROCKLAND)

On the 5th day of October, 2022, before me, the undersigned, a notary public in and for the State, personally appeared ANTONINA PARATORE, 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.

Dennis D. Michaels
Notary Public

DENNIS D. MICHAELS
Notary Public, State of New York
No. 02MI4996201
Qualified in Rockland County
Commission Expires May 11, 2026

STATE OF NEW YORK)

ss.

COUNTY OF ROCKLAND)

On the 5th day of October, 2022, before me, the undersigned, a notary public in and for the State, personally appeared TERESA M. KENNY, SUPERVISOR, TOWN OF ORANGETOWN, 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.

Carmel Reilly
Notary Public

Carmel Reilly
Notary Public, State of New York
No. 01RE6049859
Qualified in Rockland County
Commission Expires October 23, 2022

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	092222	\$ 230,472.31
	092922	\$ 243,022.69
	100722	\$ 18,610.79
	101122	\$ 925,154.45
		\$ 1,417,260.24

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 BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 10/6/2022
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 10/11/2022 consists of 4 warrants for a total of \$1,417,260.24.

The first warrant had 66 vouchers for \$230,472 and was for utilities.

The second warrant had 5 vouchers for \$243,022 and had the following items of interest.

1. Allied World (p1) - \$240,284 for new town hall insurance policies.

The third warrant had 23 vouchers for \$18,610 and was for utilities.

The fourth warrant had 99 vouchers for \$925,154 and had the following items of interest.

2. Calgi Construction (p4) - \$36,606 for construction manager for new town hall (bonded).

3. Commissioner of Taxation and Finance (p6) - \$18,304 for chair, worker's comp board.

4. Environmental Design & Research (p8) - \$6,495 for pumping station improvements.

5. Fanshawe (p8) - \$93,389 for new town hall electrical.

6. Gentile, Steven (p11) - \$9,463 for 207c payments.

7. Global Montello (p12) - \$47,936 for fuel.

8. Joe Lombardo Plumbing (p15) - \$6,840 for retainage payable.

9. Kuehne Chemical Co. (p17) - \$16,277 for sewer chemicals.

10. Metropolitan Life (p18) - \$14,255 for Police dental benefits.

11. Slack Chemical Co. (p26) - \$13,750 for sewer chemicals.

12. Sport-Tech Construction (p26) - \$192,470 for Pickle ball court renovations (bonded).

13. Vanas Construction (p34) - \$375,307 for GC for new town hall (bonded).

14. Verde Electric (p34) - \$5,075 for traffic signal maintenance.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204