

**COVENANT, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

THIS COVENANT, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (this "Agreement") made of the 30th day of ~~July~~^{June} 2022 by and between 29 Corporate Drive, LLC at 10 Sharp Plaza, Mahwah, NJ 07436, the parties of the first part, and the TOWN OF ORANGETOWN, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, the party of the second part.

RECITALS:

WHEREAS, the party of the first part represents and warrants that it is the owner in fee simple of premises more particularly described in Schedule "A" annexed hereto and being a part hereof, and known as and by street number 29 Corporate Drive, Orangeburg, in the Town of Orangetown, County of Rockland and being designated on the Orangetown Tax Map as Section 79.13, Block 1, Lot 8 and the party of the second part has a Drainage Easement on the property owned by the party of the first part and party of the first part wishes to grade and construct a new storm water management facility including a portion of a 12 feet wide "Geo-Black" porous pavement maintenance path, a storm water drainage manhole for valve access, a 24 ft. wide rip-ramp stabilized spillway, approximately 20 feet of 4" diameter PVC drain pipe, and temporary siltation fence. The siltation fence shall be removed upon completion of the project and all disturbed site areas shall be stabilized. The existing drainage structures and drainage ditch within the easement shall not be disturbed during the course of construction.

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

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

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

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

WITNESSETH:

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

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

SECOND: Subject to the terms and conditions herein set forth, the party of the second part hereby creates and grants to the party of the first part the right to install drainage facilities on the party of the second part's easement.

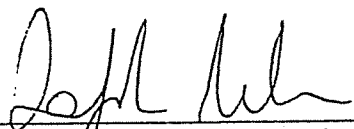
THIRD: The party of the first part agrees to indemnify and hold harmless and defend the party of the second part from any and all liability or responsibility in connection with, or related to, this Agreement, including, without limitation, any claims, proceeding, legal fees, and any and all liability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

FOURTH: The party of the first part agrees not to assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the easement area, or any part thereof, and further agrees that the improvement granted to it by the party of the second part neither impairs nor diminishes any of the rights afforded to the party of the second part by virtue of the easement area.

FIFTH: This Agreement shall be binding upon the party of the first part, its successors and/or assigns and shall inure to the benefit of the party of the second part, its successors and/or assigns.

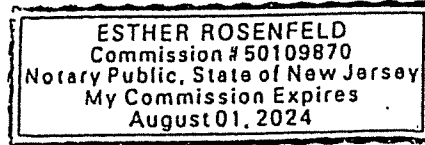
IN WITNESS WHEREOF, the parties hereto have signed and sealed, or caused to be signed and sealed by their duly authorized representative, this instrument as of the date first above written.

29 Corporate Drive, LLC

By: 
(Name) Ralph Mabus
(Title) mm

TOWN OF ORANGETOWN

By: _____
(Name)
(Title)



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

On the 30th day of ~~May~~ ^{June} in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared Ralph Neirausk, 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.

Esther Rosenfeld
Notary Public

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

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

Notary Public

SCHEDULE "A"

DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 0.869± acres

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

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

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

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

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

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

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

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

The Board received the following communications:

1. Project Review Committee Report dated July 13, 2022.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated July 21, 2022.
3. Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated July 12, 2022.

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

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

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

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

20220730 5:00:00 PM

91 21 1 1- 855 700

20220730 3:00:00 PM

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

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

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

1. OBZPAE has no comment regarding the performance bond as recommended by DEME.
2. The applicant is reminded that no work can begin and no permit will be issued until all comments are met from the various agencies; all approvals are obtained, the Final Site Plan is stamped by the Chief Clerk to the Board and construction plans are reviewed and approved by the inspector.
3. DEME's bonding requirements for the SMK Erie Subdivision are as follows:

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

Inspection Fee: \$ 14,640.00
(3% of Sub-Total of original Bond amount)

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

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

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

Dated: July 27, 2022
Town of Orangetown Planning Board

 
L-638 2702

ORANGETOWN, JO NMA01

Subdivision Performance Bond Site Improvements

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

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

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

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

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

Principal

SMK Homebuilders, Inc.

Signature of Authorized Officer

Sean Kennan, President

Print Name & Title

Great Midwest Insurance Company

[Signature]

Signature of Attorney-in-Fact

Aaron Steffey

Print Name



POWER OF ATTORNEY

Great Midwest Insurance Company

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

Aaron Steffey, Lisa Battista

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

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

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

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

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

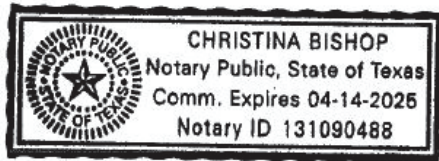


GREAT MIDWEST INSURANCE COMPANY

BY [Signature]
Mark W. Haushill
President

ACKNOWLEDGEMENT

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



BY [Signature]
Christina Bishop
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX this 13th Day of September, 20 22.



BY [Signature]
Leslie K. Shaunty
Secretary

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

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

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

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

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

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20220720 09:51:30 AM EDT

91 31 01 L- 038 2022

20220720 10:00:01

**PB #22-38: SMK Erie Subdivision Plan
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Town of Orangetown Planning Board Decision
July 27, 2022
Page 2 of 2

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

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Total Bond	\$ 585,600.00

Inspection Fee: \$ 14,640.00
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Further, all bonds are to conform to current Town regulations.

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

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

Dated: July 27, 2022
Town of Orangetown Planning Board




ORANGETOWN, NJ 07011



Western Surety Company

SITE IMPROVEMENT Performance Bond

Bond # 72433853

KNOW ALL PERSONS BY THESE PRESENTS: That we _____

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

as Obligee, in the sum of Sixty-Five Thousand Two Hundred Thirty-Two and 00/100 Dollars (\$ \$65,232.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

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

_____ attached to and made a part hereof at certain land known as Sambrotto Subdivision Plan Tracking #16-06-70.15:2:11; 36 Clausland Mountain Road, Blauvelt all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

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

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

SIGNED, SEALED AND DATED THIS 4th DAY OF February, 2022.

PRINCIPAL:

Adam Blankfort

By: _____

SURETY:

WESTERN SURETY COMPANY

By: 
JOHN ENGLISH ROSENBERG, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72433853

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

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

Principal: Adam Blankfort

Obligee: Town of Orangetown

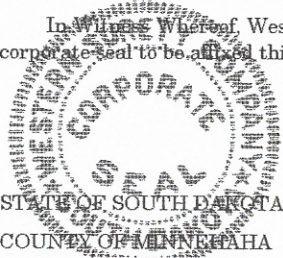
Amount: \$1,000,000.00

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

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

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

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



WESTERN SURETY COMPANY

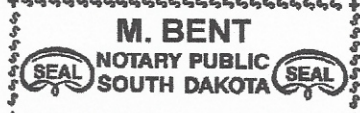
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

} ss

On this 4th day of February, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



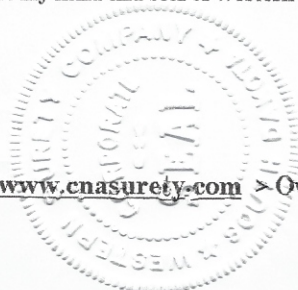
M. Bent

Notary Public - South Dakota

My Commission Expires March 2, 2026

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of February, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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

COPY



Western Surety Company

SITE IMPROVEMENT Performance Bond

Bond # 71817434

KNOW ALL PERSONS BY THESE PRESENTS: That we _____

Raymond N. and Beverly W. Sambrotto
Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the
State of New York _____ as Surety, are held and firmly bound unto
Town of Orangetown

as Obligee, in the sum of Sixty-Five Thousand Two Hundred Thirty-Two and 00/100
Dollars (\$ \$65,232.00) lawful money of the United States of America, for which
payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns firmly by these presents.

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

_____ attached to and made a part hereof at certain land known as
Sambrotto Subdivision Plan Tracking #16-06-70.15:2:11; 31 Clausland Mountain
Road, Blauvalt _____ all of which improvements shall be completed on or before the date
set forth in the agreement or any extension thereof, and the Principal provides this bond as security for
such agreement.

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

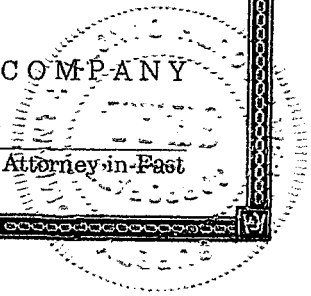
No party other than the Obligee shall have any rights hereunder as against the Surety.
The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for
any reason whatsoever.

SIGNED, SEALED AND DATED THIS 22nd DAY OF August, 2020.

PRINCIPAL:
Raymond N. and Beverly W.
Sambrotto

By: _____

SURETY:
WESTERN SURETY COMPANY
By: Richard Bredow
RICHARD BREDOW, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71817434

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

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

Principal: Raymond N. and Beverly W. Sambrotto

Obligee: Town of Orangetown

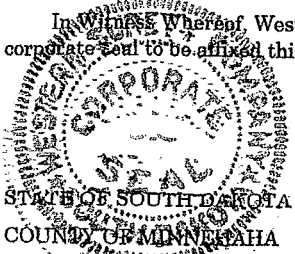
Amount: \$1,000,000.00

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

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

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

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 22nd day of August, 2020.

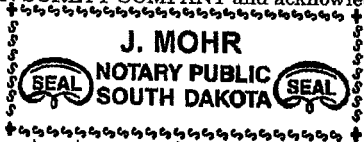


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 22nd day of August, 2020.

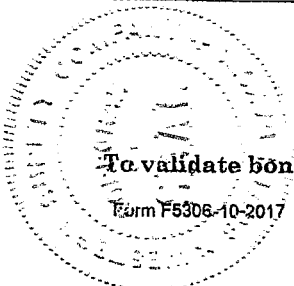
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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

Form F5306-10-2017



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

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

**TO: Robert Knoebel
FROM: Orangetown Planning Board**

RE: Request to Release Raymond Sambrotto from the Performance Bond and substitute Adam Blankfort, new property owner to the Performance Bond: The application of Raymond Sambrotto, owners, to be Released from the Performance Bond and Substitute the new property owner, Adam Blankfort, for a two-lot subdivision known as Section 70.14, Block 2, Lots 11.1 and 11.2., in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 34 Clausland Mountain Road Blauvelt, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 70.14, Block 2, Lots 11.1 and 11.2 in the R-40 zoning district.

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

The Board received the following communications:

1. Project Review Committee Report dated July 13, 2022.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, RA, Director, dated July 21, 2022.
3. Interdepartmental memorandum from the Department of Environmental Management, signed by Bruce Peters, PE, dated July 12, 2022.
4. An email from Richard Pakola, Deputy Town Attorney, dated July 3, 2022.
5. A copy of the Performance Bond signed by Raymond Sambrotto, dated August 22, 2020.

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

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

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

391440 SAR3T0 HMO1

91 21 1 - 655 707

701330VW0 40 HMO1

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

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

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

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

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

Dated: July 27, 2022
Cheryl Coopersmith, Chief Clerk Boards and Commissions
Town of Orangetown Planning Board



091110 S, NR370 NMO1
91121 1-555 7102
0901000000 00 NMO1



Application for Showmobile Use

Showmobile Requirements

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

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

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

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

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

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

Additional Requirements:

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

Showmobile Application

Event Information

Event/Festival Name *	Traubenfest		
Event Location Name *	89 Western Highway		
Event Address *	Street Address		
	89 Western Highway		
	Address Line 2		
	German Masonic Park		
	City	State / Province / Region	
	Tappan	NY	
	Postal / Zip Code	Country	
	10983	United States	
Setup Date & Time *	10/1/2022		
	08:00:00 AM		
Take-Down Date & Time *	10/3/2022		
	12:00:00 AM		
Stair Arrangement *	<input checked="" type="radio"/> Right side of stage <input type="radio"/> Left side of stage <input type="radio"/> Front of stage <input type="radio"/> Not Sure		
Set-up Info *	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same. Please setup at the location we used last year. On the east side of the pavilion, next to the electricity pole.		
Placement *	<input checked="" type="radio"/> Pavement <input type="radio"/> Grass/Field <input type="radio"/> Other		

Applicant Information

Applicant's Name *	Jan Weinrich
Organization Name *	Noble Ninth Inc
Organization Address *	89 Western Highway
Organization City *	Tappan
Organization State *	NY
Phone (w) *	10983
Phone (c) *	201 214 5967

Email*

janalba@msn.com

Signature*

A rectangular box containing a handwritten signature in cursive script that reads "Jan Weinrich".

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

*

I accept the terms and conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2022

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

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

COVERAGES

CERTIFICATE NUMBER: 10002707-860803

REVISION NUMBER: 4


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP3552521D	10/05/2021	10/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL1581858D	10/05/2021	10/05/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			NPP3552521D	10/05/2021	10/05/2022	1,000,000/2,000,000
D	Directors/Officers			NFPNYF137986553-005	12/02/2021	12/02/2022	5,000,000

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

Certificate holder is named as additional insured, ATIMA.

CERTIFICATE HOLDER**CANCELLATION**

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  (PBK)

© 1988-2015 ACORD CORPORATION. All rights reserved.



Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance * Piermont Chamber of Commerce.pdf 101.19KB

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

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

Additional Requirements:

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

Showmobile Application

Event Information

Event/Festival Name *	Piermont Oktoberfest		
Event Location Name *	Piermont		
Event Address *	Street Address		
	Piermont Avenue		
	Address Line 2		
	City	State / Province / Region	
	Piermont	NY	
	Postal / Zip Code	Country	
	10968	Rockland	
Setup Date & Time *	10/15/2022		
	11:00:00 AM		
Take-Down Date & Time *	10/15/2022		
	09:00:00 PM		
Stair Arrangement *	<input type="radio"/> Right side of stage		
	<input checked="" type="radio"/> Left side of stage		
	<input type="radio"/> Front of stage		
	<input type="radio"/> Not Sure		
Set-up Info *	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.		
	Stage will be used for various bands to play from 12pm - 8pm, it will be in the same location as for Bastille day (in front of the lot next to 479 Piermont Avenue)		
Placement *	<input checked="" type="radio"/> Pavement		
	<input type="radio"/> Grass/Field		
	<input type="radio"/> Other		

Applicant Information

Applicant's Name *	Suzann Gaito
Organization Name *	Piermont Chamber of Commerce
Organization Address *	PO Box 194
Organization City *	Piermont
Organization State *	NY
Phone (w) *	64652258922
Phone (c) *	6465228922
Email *	treasurer@piermontchamber.org

Signature*

Suzann Gaito

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

*

I accept the terms and conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2022

PRODUCER
THE SULES AGENCY INC
339 N MAIN ST
NEW CITY, NY 10954



INSURED
PIERMONT CHAMBER OF COMMERCE, INC
PO BOX 194
PIERMONT, NY 10968-0194

THIS CERTIFICATE IS ISSUED AS 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 POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: State Farm Fire and Casualty Company	25143	25143
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	98-CR-M818-1	11/24/2021	11/24/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: Town of Orangetown

CERTIFICATE HOLDER

Town of Orangetown

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
JOHN F. SULES



Chief Dana Mickle

September 22, 2022

Supervisor Theresa Kenny & Members of the Town Board,

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

Thank you in advance for your consideration in this matter.

Sincerely,

Robert Van Cura

Robert Van Cura, Captain

Parade Committee

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

PERMIT # _____

EVENT NAME: NYACK FIRE DEPT. INSPECTION PARADE

APPLICANT NAME: NYACK FIRE DEPARTMENT / ROBERT VAN CUNA, CAPTAIN

ADDRESS: 92 DEPOT PL. SOUTH NYACK NY

PHONE #: 845-494-0829 CELL # 914-261-2665 FAX # _____

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on 10/8/22 from 2 PM to 4 PM RAIN DATE: N/A

Location of event: SOUTH BROADWAY

Sponsored by: NYACK FIRE DEPT. Telephone #: 845-494-0829

Address: SAME AS ABOVE

Estimated # of persons participating in event: 1000 vehicles 75

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

Signature of Applicant: [Signature] Date: 9/21/22

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event – Received On: _____

Certificate of Insurance – Received On: _____

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N – Received On: _____

Rockland County Highway Dept. Permit: Y / N – Received On: _____

NYS DOT Permit: Y / N – Received On: _____

Route/Map/Parking Plan: Y / N – Received On: _____

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

APPROVED: _____ DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N – Application Required: _____ Fee Paid – Amount/Check # _____

Port-o-Sans: Y/N: _____ Other: _____

APPROVED: _____ DATE: _____
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: _____ Items: _____

APPROVED: _____ DATE: _____
Chief of Police

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2022

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

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


PRODUCER COYLE INSURANCE AGENCY, INC. 1 LAKE ROAD, SUITE 2 PO BOX 246 CONGERS NY 10920	CONTACT NAME: Peter Smith PHONE (A/C, No, Ext): (845) 268-7000 E-MAIL ADDRESS: psmith@coyleagency.com	FAX (A/C, No): (845) 268-0709
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co of Pittsburgh PA	NAIC # 19445
INSURED Nyack Joint Fire District PO Box 732 Nyack NY 10960	INSURER B: Fire Districts of NY Mutual	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL2251902735 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	VFNU-TR-0000608	01/01/2022	01/01/2023	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		VFNU-CM-0027671	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		VFNU-TR-0000608	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	01FPIFC00361320222	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED REGARDING NYACK FIRE DEPARTMENTS PARADE HAPPENING SEPT. 30 - OCT. 10, 2022

CERTIFICATE HOLDER Town of Orangetown 26 W. 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 
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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



**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

RECEIVED

AUG 30 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME Robert Van Cura DATE 8/29/22
COMPANY NYACK FIRE DEPARTMENT
ADDRESS 92 DEPOT PLACE, SOUTH NYACK, NY 10960
TELEPHONE 914-261-2665
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

SOUTH BROADWAY (Cedar Hill to Clinton), DEPOT PL.
(Address number and name of road)

DIVISION, VOORHIS & BROOKSIDE AVE., SOUTH NYACK
(Intersecting streets and/or description of exact location)

REASON FOR USE FIRE FIGHTERS PARADE

DATE OF USE 10/8/22 RAIN DATE NONE
TIME ROAD WILL BE USED 2 PM TO 4 PM (PARADE) DEPOT PL 4 PM - 7 PM
WILL ROAD BE OPEN TO LOCAL TRAFFIC? SO. BROADWAY - NO - OTHER STREETS YES
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF TRAVEL WILL BE RESTRICTED. Working with Captain Shannon on plan.

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

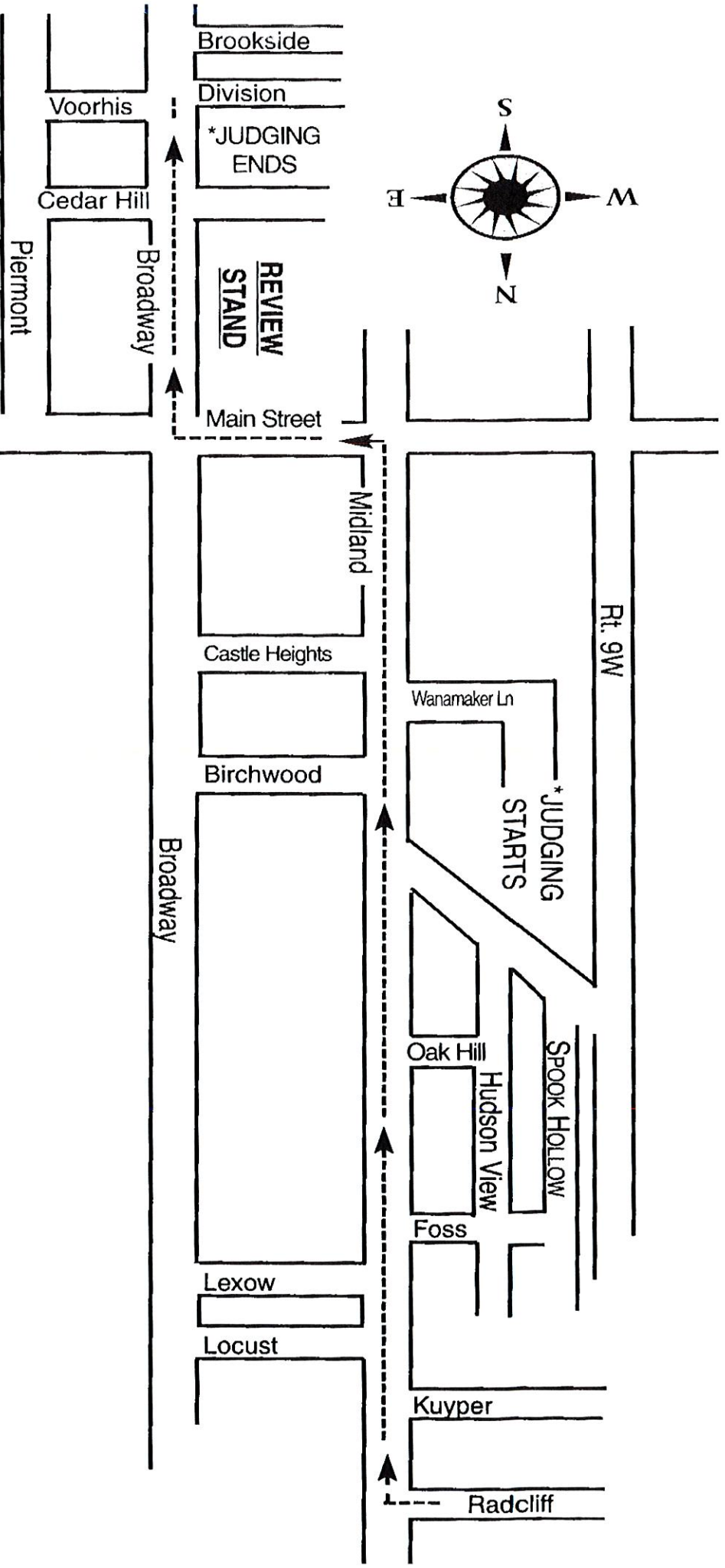
This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



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

We hope you enjoy this special day with us.

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