

CABLE FRANCHISE RENEWAL AGREEMENT

by and between the

Town of Orangetown

and

Cablevision of Rockland/Ramapo, LLC

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CABLE FRANCHISE RENEWAL AGREEMENT

by and between the

Town of Orangetown

and

Cablevision of Rockland/Ramapo, LLC

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Town of Orangetown, a validly organized and existing political subdivision of the State of New York, with offices at 26 Orangeburg Road, Orangeburg, New York (the “Local Franchising Authority” or “LFA”) and Cablevision of Rockland/Ramapo, LLC, a corporation duly authorized to do business in the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee’s existing communications network (“Fiber Network”) transmits both Cable and the Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the past performance of the Franchisee and the future cable-related needs and interests of the LFA and its community, has considered and approved the Franchisee’s technical ability, financial condition and character as defined by Title 16, Chapter VIII, Part 894.6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, and has determined that Franchisee is in compliance with its existing franchise and applicable law and that its Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to continue to operate the Cable System;

WHEREAS, the LFA has found that Franchisee is and has been in substantial compliance with all terms and provisions in its existing franchise and applicable law;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a renewal franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THEREFORE

The signatories do hereby agree as follows:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: The tier of Cable Service which includes the retransmission of primary local television broadcast signals provided to any Subscriber and, to the extent required by applicable law, any PEG Channels required by this Franchise, and which may also include any additional video programming signals as determined by Franchisee.

1.4. *Bundled Service*: The offering of Cable Services with any Non-Cable Service offering for a single aggregate price.

1.5. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 6.02 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.8. *Channel*: Shall be defined herein as a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel.

1.9. *Communications Act*: The Communications Act of 1934, as amended.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.11. *Educational Access Channel*: An Access Channel designated for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, epidemics, or other acts of God, or work delays resulting from waiting for utility providers to service, monitor or maintain utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

1.15. *Franchisee*: Cablevision of Rockland/Ramapo, LLC, and its lawful and permitted successors, assigns and transferees.

1.16. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.17. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area.

1.17.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation, Cable Service related program guides,

the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) pay-per-view and video on demand Cable Service over the Cable System; (iv) revenues from the sale or lease of access channel(s) or channel capacity; (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Service Area, subject to the exceptions below. The allocation of the revenue specified in this subsection shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Subject to Section 12.21 of this Agreement, for the purpose of calculating Franchise Fees paid to the LFA, Gross Revenue shall include Cable Service subscriber revenue in the Franchise Area from DVR functionality.

1.17.2. Gross Revenue shall not include:

1.17.2.1. Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted pursuant herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., the reimbursement by programmers of marketing costs incurred by Franchisee for the introduction of new programming; directory or

Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; any fees or charges collected from Subscribers or other third parties for any PEG Grant used by the LFA for capital costs; and

1.17.2.2. except as otherwise provided in Subsection 1.17.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders, as amended. Should revenue from any service provided by Franchisee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment, provided that no such amendment shall be made to this Agreement until such time as all other Cable Service providers operating within the Franchise Area are also required to provide revenue from such service to the LFA as gross revenue (as defined in the franchise agreements of such other Cable Service providers).

1.18. *Local Franchise Authority (LFA)*: The Town of Orangetown, New York, or the lawful successor, transferee, or assignee thereof.

1.19. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.20. *NY PSC*: The New York Public Service Commission.

1.21. *PEG*: Public, Educational, and Governmental.

1.22. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or other legally recognized governmental entity.

1.23. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.24. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA.

1.25. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.

1.26. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.27. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.28. *Transfer of the Franchise*:

1.28.1. Any transaction in which:

1.28.1.1. a fifty percent ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.28.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons

1.28.2. However, notwithstanding Sub-sections 1.32.1.1 and 1.32.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.29. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System and related equipment along the Public Rights-of-Way and such other areas within the Franchise Area where authorized by private or public property owners or applicable law, if such authorization is necessary. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The Fiber Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following

its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be fifteen (15) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's Fiber Network.

2.5. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6. *No Waiver:*

2.6.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.7.3. Should any change to state law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and

Regulations of the State of New York requiring application to the NY PSC and approval of any modification. .

2.8. *Police Powers:* The LFA shall not subject Franchisee to any local laws that are inconsistent with this Franchise, or any restrictions or conditions on the construction, location, or siting of the System, except for generally applicable permitting requirements, provided, however that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders. Furthermore, to the extent that the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the LFA pursuant to the necessary and reasonable exercise of its police power, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the LFA shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, “unreasonably delay” shall mean the LFA’s failure to act on a permit application within ninety (90) days of its submission by Franchisee, in which case such permit shall be deemed granted under applicable law.

2.9. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to its pre-existing condition.

2.10. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee’s employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. PROVISION OF CABLE SERVICE

3.1. *Service Commitment Area:* Franchisee shall continue to offer Cable Service to all residential subscribers in the Service Area and may make Cable Service available to businesses in the Service Area, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee’s inability to obtain authority to access rights-of-way in the Service Area; (D) in developments or buildings that are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis; (G) in areas where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1 and Section 3.2; and (H) to Subscribers or prospective Subscribers who fail to abide by the Franchisee’s terms and conditions of service.

3.2. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from

the nearest technically feasible point on the active Fiber Network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the LFA that the density requirements have been met.

3.3. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun.

3.4. *Cable Service to Public Buildings:* Subject to Section 3.1 and applicable federal law and FCC rules and orders, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public school public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in **Exhibit A** attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such aerial extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

3.5. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

4. SYSTEM FACILITIES

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1. On the Effective Date, the System shall be an active two-way plant designed to provide for a minimum channel capacity of not less than 77 channels including video-on-demand, pay-per-view, and other premium Cable Services.

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods to the extent required by law and voluntarily agreed upon by Franchisee.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1. Franchisee shall provide capacity for up to one (1) dedicated Public Access Channel, up to one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Channels"). If required by applicable law, the PEG Channels shall be provided on Franchisee's Basic Service tier.

5.1.2. The programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in **Exhibit C** attached hereto. The LFA hereby authorizes Franchisee to transmit such programming within and outside LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit

programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all *liability* or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

5.3. *PEG Grant:*

5.3.1. Franchisee shall provide a grant to the LFA to be used in support of the production of local PEG programming (the “PEG Grant”). Such grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, for renovation or construction of PEG access facilities, or for other PEG capital purposes.

5.3.2. The PEG Grant provided by Franchisee hereunder shall be the sum of SIXTY THOUSAND Dollars (\$60,000), to be paid as follows: After the Effective Date of this Agreement, the PEG Grant shall be paid within sixty (60) days of Franchisee’s receipt of a written request for the PEG Grant from the LFA.

5.3.3. The LFA shall provide Franchisee with a complete accounting annually of the distribution of funds granted pursuant to this Section 5.3.

5.3.4. The LFA shall impose an obligation of at least the same aggregate value as the PEG Grant obligation contained in this Section 5.3 on each new and renewed providers of Cable Service in the Service Area. In any event, if any new or renewed franchise agreement between the LFA and any other provider of Cable Service in the Service Area contains obligations

that are lesser in amount or aggregate value than the PEG Grant obligation imposed in this Section 5.3, Franchisee's PEG Grant obligations under Section 5.3 shall thereafter be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

5.3.5. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the PEG Grant or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. FRANCHISE FEES

6.1. *Payment to LFA:* Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made quarterly no later than forty five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

6.3. *Supporting Information:* A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the LFA at or about the time of payment.

6.4 *Audit:* Subject to the confidentiality requirements set forth in Section 7.1 of this Franchise and the LFA's imposition of identical obligations to those contained in this Section 6.3 on all cable service providers in the Service Area, Franchisees shall be responsible for making available to the LFA for inspection and audit, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Services operation in the LFA subject to the payment of Franchise Fees under this Agreement, including, by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf. Franchisee shall maintain such records for six (6) years, provided that, if the LFA commences an audit within that six (6) year period, Franchisee shall continue to maintain such records for the duration of any audit in progress at the end of that six (6) year period. The LFA shall conduct all audits expeditiously; and neither the LFA nor Franchisee shall unreasonably delay the completion of an audit. The LFA's audit expenses shall be borne by the LFA. If the computation results in

additional revenue to be paid to the LFA, such amount shall be subject to interest charges computed from the due date, at the then-current rate set forth in Section 5004 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) per annum during the period such unpaid amount is owed. If the audit determines that there has been an overpayment by Franchisee, the Franchisee may credit any overpayment against its next quarterly payment. Said audit shall be conducted by an independent third party and no auditor so employed by the LFA shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any. The LFA shall not conduct an audit more frequently than once every three (3) years.

6.5 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for the commencement of any action for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.6 *Bundled Services:* If Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law, and shall only disclose it to employees, representatives, and agents thereof who the LFA deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this section, "proprietary and confidential" information includes, but is not limited to: information related to the Cable System design, trade secrets, Subscriber lists, marketing plans, financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL, or similar law for the disclosure of information that the Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify the Franchisee of such request. If the LFA determines in good faith that public disclosure of the requested information is required under FOIL, the LFA shall so notify Franchisee and, before making the disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Any such action by Franchisee shall be taken in

sufficient time so as to permit the Municipality time to comply with the response requirements of the Public Officers Law . Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S. C. § 551.

7.2. *Records Required:* Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term “complaint” as used herein refers to complaints about any aspect of the Cable System or Franchisee’s cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services.

7.3. *System-Wide Statistics:* Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee’s Cable Service business in the LFA applicable to a standard form general liability policy.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance in conformity with legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance in at least the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage of not less than five million dollars (\$5,000,000).

8.1.2. The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance, Employer's Liability Insurance, and excess liability or umbrella coverage.

8.1.3. Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

8.1.4. Each of the required insurance policies shall be with insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-.

8.1.5. Upon written request, Franchisee shall deliver to the LFA copies of Certificates of Insurance showing evidence of the required coverage.

8.1.6. The policy amounts and limits required herein are not intended, and shall not be, construed to constitute a limitation on Franchisee's liability in connection with any claim, including a claim of indemnification.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee timely written notice of a claim or action and the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection; and, in any event, the LFA shall provide Franchisee with written notice within a sufficient period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties employed or retained by the LFA.

9. TRANSFER OF FRANCHISE

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent of the LFA shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted to it herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.32 above.

10. RENEWAL OF FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the

identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, and the LFA chooses to pursue compliance, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the “Noncompliance Notice”).

11.2. *Franchisee’s Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon notification by Franchisee to the LFA of the cure of any noncompliance, and the LFA confirming such cure, the LFA shall provide written acknowledgment that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied or commenced to remedy the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the Revocation Hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.4.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Notices*

Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, or by overnight courier to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs,
Suburban New York

with a copy to:

Cablevision of Rockland/Ramapo, LLC
c/o Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

Notices to the LFA shall be mailed to:

Town Clerk
Town of Orangetown
26 W. Orangeburg Road
Orangeburg, New York 10962

with a copy to:

Town Attorney
Town of Orangetown
26 W. Orangeburg Road
Orangeburg, New York 10962

Notwithstanding anything herein to the contrary, all regulatory notices from Franchisee to the LFA may be filed electronically upon the LFA, instead of by first class mail as described above, to an email address provided by the LFA.

12.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.7. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law.

12.8. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sub-subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11. *Fiber Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's Fiber Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the Fiber Network or to relocate the Fiber Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.12. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.13. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17. *Performance Review:* The LFA may, at its discretion but not more than once per twelve-month period, hold an informal performance evaluation session (the "Performance Review") that is not open to the public to review Franchisee's compliance with the terms and conditions of this Franchise. The information disclosed to the LFA by Franchisee at the Performance Review shall be treated by the LFA as confidential. The LFA shall provide Franchisee with at least thirty (30) days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within thirty (30) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation ("Performance Review Report") setting forth its determinations regarding Franchisee's compliance with the terms and conditions of this Franchise. The Performance Review Report shall not contain any confidential information disclosed by the Franchisee during the Performance Review.

12.18. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.19. *LFA Official:* The Clerk of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.20. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.21. *Identification of Franchisee's Employees, Contractors and Subcontractors:* Each employee of the Franchisee who routinely comes into contact with members of the public at their place of residence must wear a picture identification card clearly indicating his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their place of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor, and the name of the Franchisee.

12.22. *TLevel Playing Field:*

12.22.1. The parties agree that, as of the Effective Date, the terms and conditions of this Agreement are in compliance with the level playing field requirements of the NY PSC.

12.22.2. In the event that the LFA grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The LFA shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the LFA in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the LFA approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

12.22.3. In the event that a non-franchised multi-channel video service provides service to residents of the LFA, the Franchisee shall have a right to petition for amendments to the Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of this Agreement place Franchisee

at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The LFA shall not unreasonably deny Franchisee's petition.

12.22.4. Nothing in this Section 12.22 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to section 625 of the Cable Act, 47 U.S.C. Section 545.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

Town of Orangetown

BY: _____
Town Supervisor

Date: _____

CABLEVISION OF ROCKLAND/RAMAPO, LLC

By: _____
Vice President

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Pearl River School District Administration Offices 275 East Central Avenue Pearl River, NY 10965	845/620-3900
Evans Park Elementary School 40 Marion Place Pearl River, New York 10965	845/620-3950
Franklin Avenue Elementary School 48 Franklin Avenue Pearl River, New York 10965	845/620-3965
Lincoln Avenue Elementary School 115 Lincoln Avenue Pearl River, New York 10965	845/620-3850
Nauraushaun School 664 Orangeburg Road Pearl River, New York 10965	845/620-3864
Pearl River High School 275 East Central Avenue Pearl River, New York 10965	845/620-3800
Pearl River Middle School 520 Gilbert Avenue Pearl River, New York 10965	845/620-3870
So. Orangetown Central School District Central Administration 160 Wan Wyck Blauvelt, NY 10913	845/620-1000
Palisades Children's Enrichment Center Manse Barn Tappan, NY 10983	
William O. Schaefer Elementary 140 Lester Drive Tappan, NY 10983	845/620-1300

S. O. Early Childhood Program 845/ 680-1300
at W.O. Schaefer
140 Lester Drive
Tappan, NY 10983

Cottage Lane Elementary 845/ 680-1500
120 Cottage Lane
Blauvelt, NY 10913

Tappan Zee Elementary 845/ 680-1400
561 Route 9W
Piermont, NY 10976

South Orangetown Middle School 845/ 680-1100
160 Wan Wyck
Blauvelt, NY 10913

Tappan Zee High School 845/ 680-1600
15 Dutch Hill Road
Orangeburg, NY 10962

Blauvelt Volunteer Fire Co.
548 Western Highway
Blauvelt, NY 10913-1344

Orangeburg Fire Department
61 Dutch Hill Rd
Orangeburg, New York 10962

Orangeburg Volunteer Fire Assn.
23 Greenbush Road
Orangeburg, New York 10962

Pearl River Fire District
58 East Central Ave.
Pearl River, New York 10965

Excelsior Fire Engine Co. 1
Mike Kernan Drive
Pearl River, New York 10965

John Paulding Engine Co. #1
P.O. Box 164 520 Route 340
Sparkill, New York 10976

Tappan Fire Department
300 Western Highway, PO Box 525
Tappan, New York 10983

Volunteer Fire Assn. of Tappan
123 Washington Street
Tappan, New York 10983

Pearl River Alumni Ambulance Corps
3 North Main Street
Pearl River, NY 10965

Rockland Paramedic Services Medic 21
141 Blaisdell Road
Orangeburg, NY 10962

South Orangetown Ambulance Corps
70 Independence Avenue
Tappan, NY 10983

Blauvelt Free Library
86 South Western Highway
Blauvelt, New York 10913

Orangeburg Library
Old Greenbush Road
Orangeburg, New York 10962

Palisades Free Library
Closter Road
Palisades, New York 10964

Pearl River Public Library
80 Franklin Avenue
Pearl River, New York 10965

Tappan Library
93 Main Street
Tappan, New York 10983

Town Hall
26 Orangeburg Road
Orangeburg, NY 10962
Town of Orangetown, 11/25/08

845/ 359-5100

Orangetown Police Department 26 Orangeburg Road Orangeburg, NY 10962	845/ 359-3700
Orangetown Housing Authority Community Room Cortwood Village Orangeburg, NY 10962	
Building Department 20 Greenbush Road Orangeburg, NY 10962	845/ 359-8410
Fire Prevention Services 20 Greenbush Road Orangeburg, NY 10962	845/ 359-8410
Highway Department 119 Route 303 Orangeburg, NY 10962	845/ 359-6500
Dept. of Environmental Management & Engineering (to the east of the Highway Department) 119 Route 303 Orangeburg, NY 10962	845/ 359-6502
Parks & Recreation 81 Hunt Road Orangeburg, NY 10962	845/620-6503
Park Maintenance 159 Hunt Road Orangeburg, NY 10962	845/620-0669
Blue Hill Golf Course 285 Blue Hill Road Pearl River, NY 10965	845/620-2094
Broadacres Golf Course 140 Old Orangeburg Road Orangeburg, NY 10962	845/620-8218

Orangetown Historical Museum
213 Blue Hill Road
Pearl River, NY

845/620-0429

Orangetown Historical Museum
Blaisdell Road and Veterans Highway
Pearl River, NY 10965

EXHIBIT B

SERVICE AREA

The Service Area shall be the Franchise Area.

The construction of the Franchisee's Fiber Network has been completed throughout the Service Area subject only to Subsection 3.1.1 and Section 3.2 of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area.

EXHIBIT C

PEG CHANNELS

Upon request of the LFA, Franchisee shall make available up to one (1) dedicated Public Access Channel, up to one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel. If required by applicable law, the PEG Channels shall be provided on Franchisee's Basic Service tier.



May 24, 2024

To whom it may concern:

The bearer of this correspondence represents the Nyack High School Parent-Teacher-Student Association (PTSA) and is involved in the organization of Project Graduation scheduled for June 25, 2024. We kindly request your support in facilitating the success of this event by contributing donations in the form of monetary funds, gift cards, or food items, which will be utilized during the celebration.

Donations may be presented directly to the bearer of this letter or forwarded via mail to the following address:

Nyack High School
Attn: PTSA Project Graduation
360 Christian Herald Rd
Upper Nyack, NY 10960

Project Graduation aims to give our graduates a memorable celebration in the form of an all-night, substance-free party at the High School. This will be a night for the graduating seniors to celebrate accomplishments, share memories and bid each other farewell. There is a full night of activities planned including a hypnotist, caricature artists, a DJ, a photo booth, inflatables and gaming activities. There will be food served all night long with frequent raffle drawings.

Thank you for your contributions and ongoing support in our community!

Respectfully Yours,

Damon Bender, President
Yin Chen, Secretary
Tiffany Anderson, Treasurer

Nanuet High School

PTSA

103 Church Street
Nanuet, NY 10954

Nanuethspta@yahoo.com

Co-President - Carol Ann Materasso
Co-President - Kathy Urzi
Vice President - Carmelina Tortaglia
Secretary - Dana Ramirez
Treasurer - Deserie Duffy

Nanuet HS Project Graduation 2024

January 2024

Dear Town of Orangetown,

Nanuet HS PTSA Project Graduation is in the planning stages of our annual supervised, substance free, celebration for the graduating Nanuet Senior High School Seniors. **This project involves community wide support and financial assistance to reach a common goal: Providing a substance free and safe environment to celebrate graduation.**

Many other surrounding communities and across the United States have hosted Project Graduation and in doing so, have reduced the chance of students being injured in alcohol or drug related incidents and auto accidents.

The celebration is in the beginning stages of planning and we hope that the evening's plan will include lots of fun for the graduates. A variety of activities are being planned to include music and some great food! Activities such as a DJ area, photo booth, casino fun, bull riding, arcade games, virtual reality games, etc. We are hoping to contract a hypnotist, caricatures, tarot card readers, dessert trucks, and mechanical blow ups.

Project Graduation is organized by the PTSA with help from parent volunteers, local businesses & organizations to make this a memorable "knight" for the graduates. In making this a memorable "knight" for the students we are asking for your support and financial backing. Your donation is tax deductible. If you can assist us we that you send your donation payable to Nanuet HS PTSA to:

Nanuet Senior High School

103 Church St.
Nanuet, NY 10954

Attn: PTSA

With your help, the Nanuet HS annual Project Graduation will be a big success!

Best Regards,
Kathy Urzi and Carol Ann Materasso
Co-Presidents of NHS PTSA
Nanuethspta@yahoo.com

Project Graduation

Pearl River High School Project Graduation 275 East Central Avenue, Pearl River, New York 10965

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

Attention: Supervisor Teresa M. Kenny
Councilman Jerry Bottari
Councilman Thomas Diviny
Councilman Brian Donohue
Councilman Dan Sullivan

Re: Pearl River High School Project Graduation 2024

Dear Supervisor Kenny and Town Board Members:

The Pearl River High School Project Graduation Committee recognizes that the Town of Orangetown has generously and kindly donated to its efforts in the past. We are therefore reaching out to request that the Town Board once again provides some much-needed monetary support for the graduates of the Pearl River High School Class of 2024. High School graduation night can be the most memorable evening in the eyes of our youth. It is a night to be proud, to celebrate past achievements and look to the future. To make this evening a truly special occasion, **PROJECT GRADUATION 2024** will continue the tradition started many years ago at Pearl River High School in planning an all-night, chaperoned, drug/alcohol-free event designed to encourage positive behavior while giving the seniors a last chance to enjoy a fun night together.

Last year we were able to include the addition of a fun and safe Zip Line outside of the gymnasium. The highlights of other years have included: a DJ, photo booth, inflatables, sports activities, a hypnotist, rides, a variety of foods ranging from hors d'oeuvres to a full breakfast, as well as the receipt of a souvenir program book and a personalized blanket to use as the graduating Class of Seniors watches the sunrise together over the football field. As you can imagine an endeavor like this takes an enormous amount of time, effort, money, and planning.

In past years donations to fund this event have been requested from local businesses and community members. We are hopeful that the Town of Orangetown will once again support our efforts and make **PROJECT GRADUATION** an activity you would like to support. Won't you please consider joining us in making **PROJECT GRADUATION 2024** a safe and memorable event for our youth? Your donation will be acknowledged in the evening's Souvenir Program.

Thank you for your support!
Sincerely,

The 2024 PROJECT GRADUATION COMMITTEE

PLEASE MAKE DONATIONS PAYABLE TO: Pearl River School District (Project Graduation on the memo line), or online via the Projectgrad.cheddarup.com

NAME: _____ BUSINESS: _____

ADDRESS: _____

PHONE: _____

DONATION: _____

TAPPAN Z ZEE
TZHS PTSA

RECEIVED

MAY 28 2024

SUPERVISOR'S OFFICE

TZHS PTSA
Project Graduation 2024
15 Dutch Hill Road
Orangeburg, New York 10962
<https://www.tappanzeehsptsa.com>

February 2024

Supervisor Teresa M Kenny
Town Board Members
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: TZHS PTSA Project Graduation 2024

Dear Supervisor Kenny and Town Board Members:

Thank you for your support last year. Because of your generosity, TZHS PTSA Project Graduation 2023 was a huge success. The senior class had a wonderful evening that they will remember for years to come.

I'm pleased to announce that our 33rd annual TZHS PTSA Project Graduation 2024 is in full planning mode. The evening's plans will include music, great food, and a variety of activities such as volleyball, basketball, a video game area, and table games. In addition, we have a hypnotist, a variety of large inflatables and a photo booth.


The event will be held on June 25nd, 2024. This celebration is organized by the PTSA with help from the Senior Class, School Administrators, Parents and Local Businesses and Organizations. This project involves community-wide support and financial assistance to reach a common goal: Providing a substance-free environment to celebrate graduation. It is a wonderful opportunity for our graduates to come together one last time to celebrate their many accomplishments and to bid farewell to each other in a safe environment.

We have attached the anticipated 2024 budget for your review. This important celebration is ONLY possible due to the generosity of the monetary donations from the families, businesses, community and the Town of Orangetown. In addition, the students pay a nominal \$20 fee to attend. We generally have an 80% participation rate, sometimes higher, depending on the senior class.

It is important to note that contrary to years past, this year we will be purchasing food & beverages and raffle prizes in addition to those contributed by local businesses.

To make this celebration a most memorable occasion, we need to ask you for your support and financial backing. In the past we have received a helpful contribution from the Town of Orangetown and again we would be so grateful for your consideration of a \$1,500 contribution toward this event.

We thank you again for your previous support and for your careful consideration of our current request. Please let us know if you need any additional information.

Warm regards,

Isabel Ryan, Secretary TZHS PTSA,
TappanzeeHSpts@gmail.com

Anticipated TZHS Project Graduation 2024 Budget

Opening Balance	Contingency balance plus late donations		9000.00	
Income				
Anticipated Monetary Donations	Parents, Business, Community, Senior Class, PTA, SOEF	15000.00		
Town of Orangetown	Town Grant	1500.00		
Total Income			16500.00	
Total available			25500.00	
Total Expenses			19700.00	
Balance Forward 2025			5800.00	
Expenses				
Party Pros East Coast	Entertainment	9000.00		
Food Truck Rentals	Food	2000.00		
Amazon	Decorations/entertainment items/supplies	350.00		
Almprint	Blankets for Senior gifts	2000.00		
Sony/Target/Apple	Prizes/Raffle Gift	2000.00		
Tee shirts	Class desgined t-shirts	2500.00		
Monsey Post Office	Postage for mailings (Permit fee/bulk rate mailings)	500.00		
Amsterdam Press	New Permit/Printed Mailing Envelopes	850.00		
Office Depot /SOCSD	Mailing Labels, paper, envelopes, tape, toner, copying	250.00		
BJ Wholesale	Drinks	250.00		
Total			19700.00	

In-Kind Donations we hope to secure again this year:

Some food and beverages are donated by local businesses. Gift certificates from local restaurants and stores for raffle prizes.

RECEIVED

APR 23 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

THE TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
ADOPT-A-SPOT AGREEMENT

The Orangetown Highway Department, having offices at 119 Route 303, Orangeburg, New York, 10962, hereafter called the "Department" and the organization known as the following and using the mailing address of:

McMahon

Hereafter called the "GROUP", recognize the need for and desirability of a more attractive and litter-free Town Highway R.O.W. segment described in the Highway Work Permit, hereafter known as the "SPOT", and are entering into this Agreement to enable the GROUP to contribute toward the effort of maintaining the appearance of the SPOT. By signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No participants' vehicles may be parked on the travel lanes or shoulders of a highway while engaged in clean-up activities.
2. Activities permitted are of a roadside maintenance nature, including, but not limited to litter pick-up, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the Department Representative.
3. The GROUP will organize and supervise all activities.
4. The minimum age of GROUP members to be eligible for participation in the Adopt-A-Spot program is fifteen (15) years of age.
5. The GROUP will organize and conduct a "safety briefing". Each day that that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The Department will provide a representative to present the safety the safety briefing for the first meeting, and after that a designated person from the GROUP shall conduct such briefings.
6. All participants must attend the safety briefing before participating in the field activity. The briefings should be held on-site to ensure that all participants are in attendance.
7. The Department will provide for disposal of collected waste from location specified in the permit.
8. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal, which is to provide a park-like appearance within the adopted SPOT. Except as modified by the Department Representative, minimum frequency of pick-up within the SPOT is four (4) times a year with the first pickup occurring in the April-May "Spring Clean-Up" time period.
9. The GROUP will obtain a Highway Work Permit from the Department. The Department will waive the permit fee and each Group participant (or parent or guardian if participant is 15 to 18 years old) will sign and date the "Adopt-A-Spot General Release" protecting the Town, to be kept on file in the Department for the duration of the Highway Work Permit.
10. The Department will publicize the execution of this agreement and will highlight it at various periods thereafter.

11. The department will furnish and erect Adopt-A-Spot signs at the adopted Highway SPOT.
12. The Department will continue to apply it's assets in the maintenance of the Highway.
13. This agreement shall be for a two year period commencing on _____, 20____, and terminating at 12:01 a.m. on _____, 20____.

Notwithstanding any other provision of this agreement, if in the sole judgment of the Department, it is determined that the GROUP is not meeting the terms and conditions of this Agreement, upon 30 days notice, or summarily if based upon unsafe activity, the Department may terminate this agreement as otherwise provided herein, and take such other action as it deems appropriate.

The Department recognizes the GROUP as the adopting organization for the SPOT, and the GROUP accept the responsibility of picking up litter on the adopted facility and of promoting a litter free environment in the community for the term of this agreement.

McMahon
Name of Group/Organization

[Signature]
Signature of Organization Leader

Organization Leader (Name) (Please Print)

Department Representative
Orangetown Highway Department

Department Representative
Daytime Telephone Number

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

**ADOPT-A-SPOT
DAILY WORK PARTY SIGN OFF FORM**

Work Date: 4/28/24

Club Name: MC Mahon Family

Club Safety Representative: Una Mc Mahon

- No work will begin until ALL signs and cones are in place.
- No crossing of pavement when traffic would have to slow down or accommodate crossing.
- Do not park on the Right-of-Way.
- All workers will wear a hard hat, proper footwear, long pants, and a safety vest or orange shirt.
- Proper eye and hearing protection shall be worn when appropriate.
- The Right-of-Way must be cleared of litter ahead of any mowing or mechanical brush operation.
- When mowing adjacent to pavement, grass or debris shall not be thrown on pavement or into traffic.
- When working close to the road way, always have one person watching traffic; work shall progress facing traffic.
- No work shall be done on pavement or shoulders.
- Stop working in inclement weather.
- Do not remove hazardous substances-**NOTIFY HIGHWAY DEPARTMENT.**

REMEMBER-You are working in a dangerous environment-A **PUBLIC HIGHWAY!!**

I have read and will follow the above Safety Rules:

_____	_____
_____	_____
_____	_____

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

**ADOPT-A-SPOT
GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that I,

Una McMahon (Participant's Name)

2 Sickletown Rd (Street Address)

Pearl River, N.J. 10965 (Town, State, Zip)

in consideration of \$1.00 payment which is hereby waived, and other good and valuable consideration give by the Town of Orangetown, for myself and my representative in any capacity, release and discharge the Town of Orangetown, Orangetown Highway department and its officers and employees their representatives, successors and assigns, from all causes of action, controversies, claims, judgments or liabilities I may now have or may hereafter have against said Town, Department and its officers and employees arising out of my participation in the Adopt-A-Spot Program developed by the Town of Orangetown Town Board pursuant to Resolution ___ of _____.

IN WITNESS WHEREOF, I have executed this release on _____ (Date).

(Signature)

(Print Name
of Signatory)

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

ADOPT-A-SPOT
DATA SHEET

Group Name: McMahon Family

Address: 2 SICKLESTOWN RD, PEARL RIVER, 10966

1st Contact Person: Una McMahon

Name: Una McMahon

Name: Ashling McMahon

Address: 2 SICKLESTOWN RD
PEARL RIVER

Address: 2 SICKLESTOWN RD
PEARL RIVER 10965

Phone:

Home (845) - 270-4641

Home (845) - 825-0447

Work () _____

Work () _____

SPOT LOCATION: (Street name, nearest cross streets, house numbers (if known)
closest landmarks, if any)

Sicklestown Rd, Bluehill Rd, and
Convent Rd.

Number of Group Participants: 3

Dates of Commitment: 4/23/24 to 4/23/26

Attach Group Charter (if Available)

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

ADOPT-A-SPOT PROTOCOL

1. Volunteer groups or organization shall apply to the Orangetown Highway Department for participation in the ADOPT-A-Spot Program by submitting a completed ADOPT-A-SPOT Data Sheet.
2. If the proposed SPOT is deemed appropriate for the Program by the Superintendent of Highways, the Orangetown Highway Department shall refer all acceptable applicants to the Town Board for screening and approval for participation in the Town of Orangetown ADOPT-A-SPOT Program.
3. Upon screening and approving said applicants, the Orangetown Highway Department shall forward copies of:
 - a. A Town of Orangetown Adopt-A-Spot Agreement indicating the applicant Group has been screened and approved.
 - b. Adopt-A-Spot Program general releases signed by each Group member participating in the program.
4. The Superintendent of Highways of the Orangetown Highway Department shall review the Agreements, and upon approval of same forward the Agreements to the Town Board for official ratification.
5. The Adopt-A-Spot Program will be administered by the Orangetown Highway Department after final ratification of agreements by the Town Board.
6. The Town Board will appoint the group members to the Town of Orangetown Adopt-A-Spot Committee.

**THE TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
ADOPT-A-SPOT AGREEMENT**

The Orangetown Highway Department, having offices at 119 Route 303, Orangeburg, New York, 10962, hereafter called the _____, as the following and using the mailing address of:

Blue Sky Landscape
505 Kings Highway
Valley Cottage, NY 10989

Hereafter called the "GROUP", recognize the need for and desirability of a more attractive and litter-free Town Highway R.O.W. segment described in the Highway Work Permit, hereafter known as the "SPOT", and are entering into this Agreement to enable the GROUP to contribute toward the effort of maintaining the appearance of the SPOT. By signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No participants' vehicles may be parked on the travel lanes or shoulders of a highway while engaged in clean-up activities.
2. Activities permitted are of a roadside maintenance nature, including, but not limited to litter pick-up, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the Department Representative.
3. The GROUP will organize and supervise all activities.
4. The minimum age of GROUP members to be eligible for participation in the Adopt-A-Spot program is fifteen (15) years of age.
5. The GROUP will organize and conduct a "safety briefing". Each day that that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The Department will provide a representative to present the safety the safety briefing for the first meeting, and after that a designated person from the GROUP shall conduct such briefings.
6. All participants must attend the safety briefing before participating in the field activity. The briefings should be held on-site to ensure that all participants are in attendance.
7. The Department will provide for disposal of collected waste from location specified in the permit.
8. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal, which is to provide a park-like appearance within the adopted SPOT. Except as modified by the Department Representative, minimum frequency of pick-up within the SPOT is four (4) times a year with the first pickup occurring in the April-May "Spring Clean-Up" time period.
9. The GROUP will obtain a Highway Work Permit from the Department. The Department will waive the permit fee and each Group participant (or parent or guardian if participant is 15 to 18 years old) will sign and date the "Adopt-A-Spot General Release" protecting the Town, to be kept on file in the Department for the duration of the Highway Work Permit.
10. The Department will publicize the execution of this agreement and will highlight it at various periods thereafter.

11. The department will furnish and erect Adopt-A-Spot signs at the adopted Highway SPOT.
12. The Department will continue to apply it's assets in the maintenance of the Highway.
13. This agreement shall be for a two year period commencing on May 1, 20 24, and terminating at 12:01 a.m. on May 1, 20 26.

Notwithstanding any other provision of this agreement, if in the sole judgment of the Department, it is determined that the GROUP is not meeting the terms and conditions of this Agreement, upon 30 days notice, or summarily if based upon unsafe activity, the Department may terminate this agreement as otherwise provided herein, and take such other action as it deems appropriate.

The Department recognizes the GROUP as the adopting organization for the SPOT, and the GROUP accept the responsibility of picking up litter on the adopted facility and of promoting a litter free environment in the community for the term of this agreement.

Blue Sky landscape
Name of Group/Organization


Signature of Organization Leader

Paul Kilgallen
Organization Leader (Name) (Please Print)

Department Representative
Orangetown Highway Department

Department Representative
Daytime Telephone Number

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

**ADOPT-A-SPOT
DAILY WORK PARTY SIGN OFF FORM**

Work Date: Weekly

Club Name: Blue Sky Landscape

Club Safety Representative: _____

- No work will begin until ALL signs and cones are in place.
- No crossing of pavement when traffic would have to slow down or accommodate crossing.
- Do not park on the Right-of-Way.
- All workers will wear a hard hat, proper footwear, long pants, and a safety vest or orange shirt.
- Proper eye and hearing protection shall be worn when appropriate.
- The Right-of-Way must be cleared of litter ahead of any mowing or mechanical brush operation.
- When mowing adjacent to pavement, grass or debris shall not be thrown on pavement or into traffic.
- When working close to the road way, always have one person watching traffic; work shall progress facing traffic.
- No work shall be done on pavement or shoulders.
- Stop working in inclement weather.
- Do not remove hazardous substances-**NOTIFY HIGHWAY DEPARTMENT.**

REMEMBER-You are working in a dangerous environment-A **PUBLIC HIGHWAY!!**

I have read and will follow the above Safety Rules:



TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

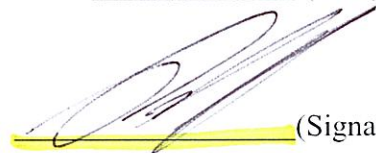
**ADOPT-A-SPOT
GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that I,

Blue Sky Landscape (Participant's Name)
505 Kings Highway (Street Address)
Valley Cottage, NY 10989
_____ (Town, State, Zip)

in consideration of \$1.00 payment which is hereby waived, and other good and valuable consideration give by the Town of Orangetown, for myself and my representative in any capacity, release and discharge the Town of Orangetown, Orangetown Highway department and its officers and employees their representatives, successors and assigns, from all causes of action, controversies, claims, judgments or liabilities I may now have or may hereafter have against said Town, Department and its officers and employees arising out of my participation in the Adopt-A-Spot Program developed by the Town of Orangetown Town Board pursuant to Resolution ___ of _____.

IN WITNESS WHEREOF, I have executed this release on _____ (Date).


_____ (Signature)

Paul Kilgallen (Print Name
of Signatory)

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

ADOPT-A-SPOT
DATA SHEET

Group Name Blue Sky Landscape 2. _____
505 Kings Highway
Address: _____ Valley Cottage, NY10989 _____

1st Contact Person: Paul Kilgallen _____

Name: _____ Name: _____

Address: _____ Address: _____

Phone:

Home () _____ Home () _____

Work (845) 353-5114 or Work (845) 268-0585

SPOT LOCATION: (Street name, nearest cross streets, house numbers (if known)
closest landmarks, if any)

Number of Group Participants: _____

Dates of Commitment: _____ to _____

Attach Group Charter (if Available)

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

ADOPT-A-SPOT PROTOCOL

1. Volunteer groups or organization shall apply to the Orangetown Highway Department for participation in the ADOPT-A-Spot Program by submitting a completed ADOPT-A-SPOT Data Sheet.
2. If the proposed SPOT is deemed appropriate for the Program by the Superintendent of Highways, the Orangetown Highway Department shall refer all acceptable applicants to the Town Board for screening and approval for participation in the Town of Orangetown ADOPT-A-SPOT Program.
3. Upon screening and approving said applicants, the Orangetown Highway Department shall forward copies of:
 - a. A Town of Orangetown Adopt-A-Spot Agreement indicating the applicant Group has been screened and approved.
 - b. Adopt-A-Spot Program general releases signed by each Group member participating in the program.
4. The Superintendent of Highways of the Orangetown Highway Department shall review the Agreements, and upon approval of same forward the Agreements to the Town Board for official ratification.
5. The Adopt-A-Spot Program will be administered by the Orangetown Highway Department after final ratification of agreements by the Town Board.
6. The Town Board will appoint the group members to the Town of Orangetown Adopt-A-Spot Committee.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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

RECEIVED



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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

Affiliations:

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

APR 22 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

March 26, 2024

Mr. Paul Kilgallen
Blue Sky Landscape
505 Kings Highway
Valley Cottage, NY 10989

RE: Adopt- A- Spot Agreement- Gateway Estates - Dutchess Drive, Orangeburg

Dear Paul,

On behalf of the Town of Orangetown Highway Department, I would like to thank you for 10 years of continued support of our Adopt-A-Spot program.

I am writing this letter to inform you that the two (2) year Commercial Adopt-A-Spot agreement between Blue Sky Landscape and the Town of Orangetown has expired. We would be very interested in renewing the agreement for a further term of two (2) years. And once again, the Highway Department would be happy to assist you in this endeavor however we can.

Kindly confirm to us in writing whether you would be agreeable to extending the term for such period. Please complete the attached Commercial Adopt-A-Spot Agreement and return to the above noted Highway Department address.

In order to ensure proper planning for the upcoming year, we would appreciate a response no later than May 1, 2024. We look forward to hearing from you.

Should you have any questions or need additional information, please feel free to contact me. You may reach me at 845-359-6500 or you may e-mail me at highwaydept@orangetown.com.

Very truly yours,

Stephen F. Munno
Sr. Administrative Assistant



RECEIVED

APR 25 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

THE TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
ADOPT-A-SPOT AGREEMENT

The Orangetown Highway Department, having offices at 119 Route 303, Orangeburg, New York, 10962, hereafter called the "Department" and the organization known as the following and using the mailing address of:

12 LINDA LANE, PEARL RIVER

Hereafter called the "GROUP", recognize the need for and desirability of a more attractive and litter-free Town Highway R.O.W. segment described in the Highway Work Permit, hereafter known as the "SPOT", and are entering into this Agreement to enable the GROUP to contribute toward the effort of maintaining the appearance of the SPOT. By signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No participants' vehicles may be parked on the travel lanes or shoulders of a highway while engaged in clean-up activities.
2. Activities permitted are of a roadside maintenance nature, including, but not limited to litter pick-up, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the Department Representative.
3. The GROUP will organize and supervise all activities.
4. The minimum age of GROUP members to be eligible for participation in the Adopt-A-Spot program is fifteen (15) years of age.
5. The GROUP will organize and conduct a "safety briefing". Each day that that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The Department will provide a representative to present the safety the safety briefing for the first meeting, and after that a designated person from the GROUP shall conduct such briefings.
6. All participants must attend the safety briefing before participating in the field activity. The briefings should be held on-site to ensure that all participants are in attendance.
7. The Department will provide for disposal of collected waste from location specified in the permit.
8. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal, which is to provide a park-like appearance within the adopted SPOT. Except as modified by the Department Representative, minimum frequency of pick-up within the SPOT is four (4) times a year with the first pickup occurring in the April-May "Spring Clean-Up" time period.
9. The GROUP will obtain a Highway Work Permit from the Department. The Department will waive the permit fee and each Group participant (or parent or guardian if participant is 15 to 18 years old) will sign and date the "Adopt-A-Spot General Release" protecting the Town, to be kept on file in the Department for the duration of the Highway Work Permit.
10. The Department will publicize the execution of this agreement and will highlight it at various periods thereafter.

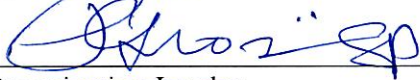
11. The department will furnish and erect Adopt-A-Spot signs at the adopted Highway SPOT.
12. The Department will continue to apply it's assets in the maintenance of the Highway.
13. This agreement shall be for a two year period commencing on _____, 20____, and terminating at 12:01 a.m. on _____, 20____.

Notwithstanding any other provision of this agreement, if in the sole judgment of the Department, it is determined that the GROUP is not meeting the terms and conditions of this Agreement, upon 30 days notice, or summarily if based upon unsafe activity, the Department may terminate this agreement as otherwise provided herein, and take such other action as it deems appropriate.

The Department recognizes the GROUP as the adopting organization for the SPOT, and the GROUP accept the responsibility of picking up litter on the adopted facility and of promoting a litter free environment in the community for the term of this agreement.

JOSEPH GEORGE

Name of Group/ Organization



Signature of Organization Leader

JOSEPH

Organization Leader (Name) (Please Print)

Department Representative
Orangetown Highway Department

Department Representative
Daytime Telephone Number

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

**ADOPT-A-SPOT
DAILY WORK PARTY SIGN OFF FORM**

Work Date: _____

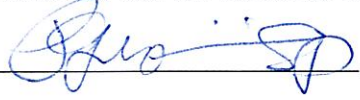
Club Name: _____

Club Safety Representative: _____

- No work will begin until ALL signs and cones are in place.
- No crossing of pavement when traffic would have to slow down or accommodate crossing.
- Do not park on the Right-of-Way.
- All workers will wear a hard hat, proper footwear, long pants, and a safety vest or orange shirt.
- Proper eye and hearing protection shall be worn when appropriate.
- The Right-of-Way must be cleared of litter ahead of any mowing or mechanical brush operation.
- When mowing adjacent to pavement, grass or debris shall not be thrown on pavement or into traffic.
- When working close to the road way, always have one person watching traffic; work shall progress facing traffic.
- No work shall be done on pavement or shoulders.
- Stop working in inclement weather.
- Do not remove hazardous substances-**NOTIFY HIGHWAY DEPARTMENT.**

REMEMBER-You are working in a dangerous environment-A **PUBLIC HIGHWAY!!**

I have read and will follow the above Safety Rules:

 _____

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

**ADOPT-A-SPOT
GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that I,

JOSEPH GEORGE (Participant's Name)

12 LINDA LANE (Street Address)

PEARL RIVER NY 10965 (Town, State, Zip)

in consideration of \$1.00 payment which is hereby waived, and other good and valuable consideration give by the Town of Orangetown, for myself and my representative in any capacity, release and discharge the Town of Orangetown, Orangetown Highway department and its officers and employees their representatives, successors and assigns, from all causes of action, controversies, claims, judgments or liabilities I may now have or may hereafter have against said Town, Department and its officers and employees arising out of my participation in the Adopt-A-Spot Program developed by the Town of Orangetown Town Board pursuant to Resolution ___ of _____.

IN WITNESS WHEREOF, I have executed this release on _____ (Date).

(Signature)

(Print Name
of Signatory)

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

ADOPT-A-SPOT
DATA SHEET

Group Name: JOSEPH GEORGE

Address: 12 LINDA LANE, PEARL RIVER, NY. 10965

1st Contact Person: same

Name: _____

Name: _____

Address: _____

Address: _____

Phone:

Home (845) 216 4536

Home () _____

Work () _____

Work () _____

SPOT LOCATION: (Street name, nearest cross streets, house numbers (if known)
closest landmarks, if any)

on LINDA LANE starting point
Cross Road North Middletown Rd
Known as "LINDA GARDENS"

Number of Group Participants: one

Dates of Commitment: _____ to _____

Attach Group Charter (if Available)

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

ADOPT-A-SPOT PROTOCOL

1. Volunteer groups or organization shall apply to the Orangetown Highway Department for participation in the ADOPT-A-Spot Program by submitting a completed ADOPT-A-SPOT Data Sheet.
2. If the proposed SPOT is deemed appropriate for the Program by the Superintendent of Highways, the Orangetown Highway Department shall refer all acceptable applicants to the Town Board for screening and approval for participation in the Town of Orangetown ADOPT-A-SPOT Program.
3. Upon screening and approving said applicants, the Orangetown Highway Department shall forward copies of:
 - a. A Town of Orangetown Adopt-A-Spot Agreement indicating the applicant Group has been screened and approved.
 - b. Adopt-A-Spot Program general releases signed by each Group member participating in the program.
4. The Superintendent of Highways of the Orangetown Highway Department shall review the Agreements, and upon approval of same forward the Agreements to the Town Board for official ratification.
5. The Adopt-A-Spot Program will be administered by the Orangetown Highway Department after final ratification of agreements by the Town Board.
6. The Town Board will appoint the group members to the Town of Orangetown Adopt-A-Spot Committee.



Memorial Bench Request

Town of Orangetown
Department of Parks, Recreation and Building Maintenance
Memorial Bench Donation Agreement

Thank you for your interest in donating a Memorial Bench to the Town of Orangetown. This bench will provide an opportunity for visitors to our facilities and parks to better enjoy their experience.

A donor may request placement of a bench in a particular park or facility, however the site and specific donation of the bench on the site will be determined by Parks and Recreation staff based upon specific conditions and the number of benches already present on the site.

As some parks and facilities already have a specific style of bench in place, it may be necessary to require that the donated bench conform to the current standards. In all cases Parks and Recreation staff must make final approval on the style, material and color of the bench being purchased.

Parks and Recreation staff reserve the right to approve the content of the message on the plaque/dedication, including the right to approve and reject names that are considered illegal, inappropriate or inconsistent with the mission of the Parks and Recreation Department.

The Town of Orangetown will not be responsible for the replacement of the bench or plaque in the event of loss due to vandalism or natural acts. However the donor may choose to replace the same bench and/or same plaque at the donors expense. The Town of Orangetown reserves the right to remove the bench if it is damaged or defaced and the right to relocate the bench if necessary for safety, environmental or land management reasons. The donor may be notified of the new location of the bench.

Read and Accept Conditions * Accepted

Name * James J Dean

Phone Number * 9144904864

Date * 5/27/2024

Email * jimhwy@gmail.com

Engraving Message * Rest and Enjoy God's Blessings
Dottie and Jimmy Dean

Describe Preferred location * Homes for Heros Bioretention Pond
Bogart Place
Tappan, New York

Signature *

James J Dean



Memorial Bench Request

Town of Orangetown
Department of Parks, Recreation and Building Maintenance
Memorial Bench Donation Agreement

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Read and Accept Conditions * Accepted

Name * Phyllis P Favre

Phone Number * 8457092633

Date * 5/28/2024

Email * pgfavre16@gmail.com

Engraving Message * In Loving Memory of Albert and Catherine Piscitelli
Their Dreams came True in Blauvelt

Describe Preferred location * Rail Path between Blauvelt Library and Mountainview Avenue

Signature *

Phyllis P Favre

Regional Investigative Resource Center
MEMORANDUM OF UNDERSTANDING

Resolution No. 258 of 2024

This agreement is made this _____ day of May, 2024 between the County of Rockland on behalf of the Office of the Rockland County District Attorney, a municipal corporation having its principal place of business at 11 New Hempstead Road, New City, New York 10956 (hereinafter the “County”) and the Town of Orangetown, a municipal corporation having its principal place of business at 20 Orangeburg Road, Orangeburg, New York 10962 (hereinafter “Orangetown”). Additional incorporated towns and villages located in the County of Rockland are expected to execute separate agreements with the County under the same terms and conditions as set forth herein and together with Orangetown are collectively referred to herein as Local Participating Agencies. The County and the Local Participating Agencies shall be collectively referred to herein as the “Parties”. The Parties recognize that other regional or National law enforcement agencies, such as the New York State Police, the Federal Bureau of Investigation and Homeland Security, may participate in the Regional Investigative Resource Center as described herein. Said agencies are referred to herein as Regional Participating Agencies.

Whereas, there is evidence of organized criminal activity and illicit trafficking in drugs in Rockland County, and

Whereas, such illicit activity has substantial and detrimental effect on the health and general welfare of the people of said area, and

Whereas, the effective interdiction of this type of criminal activity cannot be adequately addressed on a local level and requires a regional response and cooperation between the various law enforcement agencies, and

Whereas, it is essential to create a shared service environment by and between the County and local law enforcement agencies in Rockland County to effectively and efficiently utilize all available resources, both human and technological, and avoid duplication of effort and expense to address these critical law enforcement issues, and

Whereas, there is a history of cooperation that has existed between various Law Enforcement Agencies in Rockland County since 1975, and

Whereas, The Rockland County Drug Task Force has been effective in responding to illicit drug trafficking in Rockland County since 1975, and

Whereas, organized crime investigators employed by the County have been effective in responding to organized criminal activity in Rockland County, and

Whereas, Technology, as it continues to evolve, offers considerable opportunities to increase the effectiveness and efficiency of law enforcement,

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

Resolution No. 258 of 2024

Now therefore, in consideration of the foregoing, the Parties hereto agree to the following:

1. To create a “Shared Services” environment to effectively and efficiently utilize all available resources, both human and technological, in an “All Crimes” approach to secure justice and public safety in the 21st Century.
2. The following law enforcement functions shall be conducted as shared services pursuant to this memorandum of understanding and shall hereinafter be collectively referred to as the Regional Investigative Resource Center (hereinafter “RIRC”).

The RIRC shall be comprised of the following ‘Units’:

The Drug Task Force (DTF)

The Organized Crime and Gang Investigation Unit (OCGIU)

The Investigative Technology Support Center (ITSC)

- a. The **DTF** shall be responsible for performing the following law enforcement functions throughout the County of Rockland:
 - i. Disrupt illicit drug trafficking in Rockland County by immobilizing targeted violators and trafficking organizations;
 - ii. Gather, report and exchange intelligence data relating to the trafficking of illicit narcotics and dangerous drugs;
 - iii. Conduct electronic and undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force’s illicit narcotic enforcement efforts will result in effective prosecution before the courts of the United States and the State of New York; and
 - iv. Coordinate its investigative efforts with those of all available local, state and federal police agencies in an effort to pursue the natural progression of narcotics investigations from street level trafficking to mid and upper-level narcotics trafficking.
- b. **The Rockland County Organized Crime and Gang Investigation Unit** has a long record of achievement in the Investigation of Organized Crime. This RIRC unit shall be responsible for performing the following law enforcement functions throughout the County of Rockland:
 - i. The primary assignment of this unit is to investigate Organized Criminal Activity, including Traditional Organized Crime, Non-Traditional Organized Crime and Gang related crime.
 - ii. Since organized crime does not restrict itself to established geographic boundaries, this unit will continue its long-established procedure of working closely with neighboring jurisdictions on the local (Bergen

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

Resolution No. 258 of 2024

County), state (New York and New Jersey State Police) and Federal Agencies (FBI, ICE, DEA) levels.

- c. **The Investigative Technologies Support Center** shall be responsible for operational and end-user support of all necessary electronic needs for the DTF and OCGIU. This RIRC unit shall be responsible for performing the following law enforcement functions:
 - i. Electronic surveillance applications, systems security, researching and evaluating of software packages for investigative purposes, developing and maintaining in-house database applications and data, repairing and maintaining computers and peripheral equipment, training personnel in the use of database and other software applications, preparing Investigative Technology budgets and keeping an accurate inventory of all computer, media and surveillance related equipment issued to department personnel.
 - ii. Implementation and maintenance of computer systems, mobile data systems, network, radio and voice communication systems, and numerous other databases and systems as they relate to the IRC.
 - iii. Support the connectivity to various County, State and Federal information repositories and systems via secured wide area networks.
 - iv. Coordinating the installation of technology equipment and is responsible for coordinating the planning, design, integration and implementation of the various technological programs and systems in use, and those contemplated for future implementation and coordinating with other appropriate agencies as needs arise.
 - v. Assist investigative units within Rockland County and provide technical collaboration and support to other state, county, local and federal law enforcement agencies in the region.
 - vi. Provide expert advice, as it pertains to state and federal laws governing these types of investigations and additionally facilitate this part of the investigation.
 - d. Each unit described above shall have a unit director (the “Unit Director”) who shall be designated by the governing board as set forth below.
 - e. Additional units may be added to the RIRC by an act of the Governing Board as hereinafter defined.
3. Governing Board
- a. A Governing Board (hereinafter the “Board”) shall have the authority to adopt rules and policies governing the operation of the RIRC and the individual Units and any other shared service units hereafter created by the Board, as it deems necessary. There shall be voting and non-voting members of the Board. Voting members of the Board shall consist of a duly authorized representative of the District Attorney’s Office, the Sheriff’s Department and each Local

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

Resolution No. 258 of 2024

Participating Agency or Regional Participating Agency that has assigned at least one law enforcement officer full time to any of the foregoing units. Non-voting members of the Board shall consist of any member in good standing of the Rockland County Police Chiefs Association that has not assigned at least one officer full time to any of the foregoing units or any other approved shared service.

- b. A simple majority of the voting members of the Board must be in attendance to establish a quorum. An absent member may vote through proxy or designee. Each voting member of the Board shall have an equal vote in the conduct of its business. The District Attorney, or his designee, shall serve as the chairperson of the Board (the "Board Chair").
 - c. Regular meetings of the Board shall be held no less than six (6) times per year, unless otherwise determined by the Board. Special meetings of the Board may be called by the Board Chair or by a majority of the voting members of the Board.
 - d. The act of a majority of the voting members of the Board present at a meeting duly held at which a quorum is present shall be the act of the Board.
4. Assignment of Personnel
- a. Each assigning agency shall recommend proposed law enforcement officers to be assigned to any of the RIRC units. Such members shall be experienced law enforcement officers, preferably with relevant experience in the proposed area of assignment.
 - b. The approval of all assignments shall be an act of the Board. A list of all officers assigned to the RIRC units shall be maintained by the Board and shall be updated as officers are added or removed (the "Active List").
 - c. Members assigned to the RIRC shall remain in such assignment for a period of not less than one year. In the event of exceptional circumstances and, when possible, with 30 days' notice provided to the Board, participating agencies may remove an assigned member who has not completed one year in such assignment.
 - d. The Board reserves the right to remove any member from any RIRC unit when it is determined to be in the best interest of the Unit to do so.
 - e. The Board shall actively solicit and encourage the assignment of law enforcement officers to the RIRC units from any and all local, state and federal law enforcement agencies whose geographical jurisdiction includes Rockland County. The Board based upon sound law enforcement considerations shall establish the maximum number of officers to be assigned. This determination shall not be influenced by consideration of potential asset forfeiture distribution.
 - f. A part-time assignment of a law enforcement officer to the RIRC shall only be accepted for the ITSC and shall not constitute or be calculated as full participation in an RIRC Unit for the distribution of asset forfeiture.

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

Resolution No. 258 of 2024

5. Operating Procedures

- a. Operational matters, such as the selection of investigative targets, the timing and location of investigations, and the selection of investigative techniques, shall be the responsibility of the Unit Director.

6. Funding: Personnel Costs, Equipment, Office Space

- a. Subject to available appropriations, Rockland County will provide the necessary funds and equipment to support the activities of the officers and investigators assigned to the RIRC units. Such support will include office space, salaries of support staff and items such as vehicles, vehicle operating expenses, office supplies and equipment, travel funds, investigative equipment training and other support items as approved by the Unit Director and/or the Board.
- b. The County agrees to fund all telephone services associated with the installation and use of electronic surveillance equipment, i.e. wiretaps, pen registers and video surveillance.
- c. Funding for operational matters, including purchase of evidence, payments to confidential informants and miscellaneous expenses will occur in accordance with Rockland County guidelines and procedures.
- d. Each Local Participating Agency and Regional Participating Agency will be responsible for the salary and fringe benefits of its own members assigned to each of the RIRC unit(s).

7. Civil Liability and Indemnification Issues

- a. Under no circumstances shall a Local Participating Agency or Regional Participating Agency assume liability for the actions of the RIRC unit members who are not employed by that agency.
- b. Participating agencies shall not seek or be entitled to indemnification from other participating agencies for any judgment or costs of litigation arising out of the acts of the unit's personnel employed by that agency.

8. Asset Forfeiture

- a. The parties acknowledge that investigations conducted by the RIRC units may result in the seizure and forfeiture of assets derived from criminal activity. Any assets seized by any of the RIRC units and lawfully forfeited in accordance with State or Federal forfeiture laws shall be distributed as follows:
 - (i) Twenty percent (20%) of the net of any forfeited asset(s) shall be retained in a segregated asset forfeiture account for the sole and exclusive use of the RIRC units as determined by the Board.
 - (ii) Thirty percent (30%) of the net of any forfeited asset(s) shall be retained by the District Attorney's Office.

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

Resolution No. 258 of 2024

- (iii) Fifty percent (50%) of the net of any forfeited asset(s) shall be distributed pro rata to each Local Participating Agency that has assigned a law enforcement officer(s) to any RIRC unit based upon the total number of full-time officers assigned to the unit(s). For the purpose of asset forfeiture distribution, the pro rata distribution shall be based on the number of officers assigned during the time period of the investigation which led to the seizure of assets, as determined by the Active List(s) in effect during that time period.

9. Integrity Control

- a. The RIRC unit Director shall investigate a complaint made against any unit member, while acting within the scope of the unit assignment. If the complaint is made against a unit member from a local participating agency, the administrative head of the agency shall be advised and will participate in a joint investigation with the unit Director. Complaints made against any unit member, while acting outside the scope of the unit assignment, shall be the sole responsibility of the agency employing that member. Disciplinary action, if any, shall be the responsibility of the employing agency.

10. Disputes

- a. The Board shall settle disputes between participating agencies arising from the operation and activity of the RIRC units.

11. Freedom Of Information Requests

- a. Requests for information made pursuant to the New York State Freedom of Information Law shall be addressed to the particular RIRC unit and immediately forwarded to the Rockland County District Attorney's Office, One South Main Street, Suite 500, New City, New York 10956.

12. Term

- a. The term of this Memorandum of Understanding shall be from January 1, 2024, through December 31, 2024.
- b. Any party may terminate this agreement at any time on thirty (30) days prior written notice.

Regional Investigative Resource Center
MEMORANDUM OF UNDERSTANDING

Resolution No. 258 of 2024

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

TOWN OF ORANGETOWN

By: _____
Teresa Kenny
Supervisor

Date: _____

DISTRICT ATTORNEY

By: _____
Thomas E. Walsh II
District Attorney

Date: _____

DEPARTMENT OF LAW

By: _____
Jeanne Gilberg
Principal Assistant County Attorney

Date: _____

COUNTY OF ROCKLAND

By: _____
Edwin J. Day
County Executive

Date: _____

JG/bc
2024-06427

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
PERMIT # 24-SP-021

RECEIVED
MAY 23 2024
Orangetown Police Department

PEARL RIVER

MAY 24 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: PR Carnival- Stephen F. Munno
APPLICANT NAME: Stephen F. Munno
ADDRESS: 109 Secor Boulevard Pearl River, NY 10965
PHONE #: _____ CELL # 845-494-4157 FAX # _____
CHECK ONE: PARADE RACE/RUN/WALK OTHER Carnival
The above event will be held on 6/13-6/16/24 from _____ to _____ RAIN DATE: _____
Location of event: Central Avenue Field, Pearl River
Sponsored by: PR Parks & Activity Committee Telephone #: _____
Address: PO Box 1216 Pearl River, NY 10965
Estimated # of persons participating in event: 500 vehicles _____

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Pearl River Parks & Activity Committee
Signature of Applicant: Stephen F. Munno, President Date: 5/16/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)
Hold Harmless: 5/29/24
Letter of Request to Town Board requesting aid for event - Received On: 5/10/24
Certificate of Insurance - Received On: 5/14/24

FOR HIGHWAY DEPARTMENT USE ONLY:
Road Closure Permit: Y / N - Received On: X
Rockland County Highway Dept. Permit: Y / N - Received On: X
NYSDOT Permit: Y / N - Received On: X 5/14/24
Route/Map/Parking Plan: Y / N - Received On: 5/14/24
RFS #: 6096-F BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: Field Cleanup, Large Dumpster, Message Board
APPROVED: [Signature] DATE: 5.16.24
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: 5/22/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:
Police Detail: Y / N - Items: _____
APPROVED: [Signature] DATE: 5/23/24
Chief of Police

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

Workshop Agenda Date: 6/11/24 Approved On: _____ TBR #: _____

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Pearl River Park + Activity Comm. with an address of P.O. Box 216, Pearl River NY, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney's fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following [DESCRIBE PROJECT OR EVENT]: July 4th Celebration Fundraiser.

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name: Pearl River Park + Activity Committee)

By: Steph Schu
Stephen F Munno, President

Sworn to before me this 29th day
of MAY, 20 24

Deni ASM
Notary Public

DENISE A. SULLIVAN
Notary Public, State of New York
No. 02SU6054901
Qualified in Rockland County
Commission Expires February 12, 20 27



PEARL RIVER PARK & ACTIVITY COMMITTEE, INC.
P.O. BOX 1216
PEARL RIVER, N.Y. 10965

President

Stephen F. Munno

Vice- President

John Nolan

Treasurer

Mary Geday

Recording Secretary

Mike Mandel

Executive Board of Directors

Annina Munno
Angelo Raffa
Cindy Sealander
Greg Sealander
Christopher Sheehan
Robert R. Simon

Associate Members

Michael Bryceland
George Wamsley
Desirae Zagaroli
Ryan O'Gorman

MEMORANDUM

TO: Allison Kardon, Confidential Assistant
FROM: Stephen F. Munno, President
DATE: May 16, 2024
RE: Pearl River Carnival

Please add the following item on the June 11, 2024 Town Board Workshop Meeting Agenda:

The Pearl River Park & Activity Committee Inc. requests the following for the Annual Pearl River Carnival Fundraiser from Thursday, June 13 thru Sunday, June 16, 2024 at the Central Avenue Field in Pearl River.

- trash receptacles with bags
- field clean up
- large dumpster
- message board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2024

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 BIBERK P.O. Box 113247 Stamford, CT 06911	RECEIVED MAY 14 2024	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: National Liability & Fire Insurance Company 20052 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Shamrock Shows Inc 338 Willow Tree Rd Milton, NY 12547	TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	N9WC099361	04/10/2024	04/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

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

Exclusions:
Colin O'Keefe;

CERTIFICATE HOLDER CANCELLATION

Town of Orangetown 26 West 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 <i>[Signature]</i>
---	--



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

1a. Legal Name & Address of Insured (use street address only)
SHAMROCK SHOWS INC.
338 WILLOW TREE RD
MILTON, NY 12547
1b. Business Telephone Number of Insured
(352) 949-9644
1c. Federal Employer Identification Number of Insured or Social Security Number
863621141

2. Name and Address of Entity Requesting Proof of Coverage
(Town of Orangetown)
TOWN OF ORANGETOWN
26 WEST ORANGEBURG RD
ORANGEBURG, NY 10962
3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)
3b. Policy Number of Entity Listed in Box "1a"
DBL 7715 75 - 9
3c. Policy effective period
05/13/2023 to 05/13/2025

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits
[] B. Disability benefits only
[] C. Paid family leave benefits only
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
[] B. Only the following class or classes of employer's employees:

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 4/16/2024 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Kristin Markwica, Head of Disability Insurance Unit
IMPORTANT: If Box 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, DB 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.



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* Robert Driscoll Jr. Certificates.pdf

207.69KB

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 Aric Gorton at agorton@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 * Carolyn Galdi 1st Annual Memorial Scholarship Fundraiser

Event Location Name * German Masonic Grounds

Event Address *

Street Address
89 Western Highway South
Address Line 2

City Tappan State / Province / Region NY
Postal / Zip Code 10983 Country US

Setup Date & Time * 6/15/2024
09:00:00 AM

Take-Down Date & Time * 6/15/2024
10:00:00 PM

Stair Arrangement *

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

Set-up Info *

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

No rain date - any questions, please call Kimberly Allen (845) 709-9342

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Robert Driscoll

Organization Name * Carolyn Galdi Memorial Scholarship Fundraiser

Organization Address * 686 Monsey Road

Organization City * New York

Organization State * New York

Phone (w) * (845)359-5100

Phone (c) * (845)709-9342

Email * kimberlya1956@gmail.com

Signature *

Robert Driscoll

The Permit Holder agrees that it shall be liable and responsible for any property damage to the Showmobile as a result of the Permit Holder's use thereof, and agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Permit Holder's use of the Showmobile, and shall execute a hold harmless agreement to that effect as a condition of the issuance of a permit. The Permit Holder shall procure and maintain general liability insurance and name the Town as an additional insured thereunder, in an amount as shall protect the Town from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Permit Holder's use of the Showmobile, and as part of the agreement to defend, indemnify and hold the Town harmless as set forth herein.

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

Date

5/20/2024

04:32:12 PM



ROBERTD-01

SREITANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

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 OSA Insurance Brokerage Services, LLC 570 Sylvan Avenue, 2nd Floor Englewood Cliffs, NJ 07632	CONTACT NAME: Susan Reitano
	PHONE (A/C, No, Ext): (201) 569-4160 FAX (A/C, No): (201) 569-4205
	E-MAIL ADDRESS: sreitano@osins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : United States Liability
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

Robert Driscoll Jr.
685 Monsey Rd.
New York, NY 10152

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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 type="checkbox"/> OCCUR	X		SR1112174	6/15/2024	6/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability 1,000,000/2,000,0		X				
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)
Certificate Holder is included as additional insured .

CERTIFICATE HOLDER	CANCELLATION
Noble Ninth Inc. 89 Western Highway Tappan, NY 10983	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



ADDITIONAL REMARKS SCHEDULE

AGENCY OSA Insurance Brokerage Services, LLC		NAMED INSURED Robert Driscoll Jr. 685 Monsey Rd. New York, NY 10152	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

One Day event 6/15/2024 @ 89 Western Hwy, Tappan, NY 10983



ROBERTD-01

SREITANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

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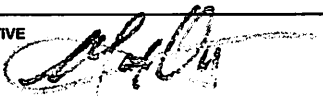
PRODUCER OSA Insurance Brokerage Services, LLC 570 Sylvan Avenue, 2nd Floor Englewood Cliffs, NJ 07632	CONTACT NAME:	
	PHONE (A/C, No, Ext): (201) 569-4160	FAX (A/C, No): (201) 569-4205
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Liability	
	NAIC # 25895	
INSURED Robert Driscoll Jr. 685 Monsey Rd. New York, NY 10152	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability 1,000,000/2,000,0	X		SR1112174	6/15/2024	6/15/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							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 OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as additional insured.

CERTIFICATE HOLDER Town of Oranburg 26 W. Oranburg Rd. Oranburg, 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 



AGENCY CUSTOMER ID: ROBERTD-01

SREITANO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY OSA Insurance Brokerage Services, LLC		NAMED INSURED Robert Driscoll Jr. 685 Monsey Rd. New York, NY 10152	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

One Day event 6/15/2024 @ 89 Western Hwy, Tappan, NY 10983

RECEIVED

MAY 24 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-020

RECEIVED
MAY 23 2024
Orangetown Police Department

EVENT NAME: Pearl River Fireworks

APPLICANT NAME: Stephen F. Munno

ADDRESS: 109 Secor Boulevard Pearl River, NY 10965

PHONE #: _____ CELL # 845-494-4157 FAX # 845-359-6062

CHECK ONE: PARADE RACE/RUN/WALK OTHER Fireworks

The above event will be held on Thurs/ 7/4/24 from 6pm to 11pm RAIN DATE: 7/5/24

Location of event: Central Avenue Field

Sponsored by: Pearl River Parks & Activity Committee Telephone #: _____

Address: PO Box 1216 Pearl River, NY 10965

Estimated # of persons participating in event: u/k vehicles 0

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Pearl River Parks & Activity Committee Inc.

Signature of Applicant: Steph Munno, President Date: 5/14/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 5/16/24

Certificate of Insurance - Received On: 5/14/24

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: 5/14/24

Rockland County Highway Dept. Permit: Y / N - Received On: 5/15/24

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

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

RFS #: 60966 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: Field Clean Up, Large Dumpster, Snow Fence, Message Board & Security Perimeter

APPROVED: James Ryan 5-15-24 DATE: MD 5/15/24
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y/N 4R 2H Other: _____

APPROVED: [Signature] DATE: 5/22/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N Items: _____

APPROVED: [Signature] DATE: 5/23/24
Chief of Police

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

Workshop Agenda Date: 6/11/24 Approved On: _____ TBR #: _____

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

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME Stephen F. Munno DATE 5/14/24

COMPANY Pearl River Parks & Activity Committee

ADDRESS P.O. Box 1216 Pearl River, NY 10965

TELEPHONE 845-494-4157

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Franklin Avenue from John Street to William Street & John Street from Washington Avenue to Franklin Avenue
(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Annual 4th of July Fireworks Celebration

DATE OF CLOSING 7/4/24 RAIN DATE 7/5/24

TIME ROAD WILL BE CLOSED 6pm

WILL ROAD BE OPEN TO LOCAL TRAFFIC? no

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

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

PRELIMINARY APPROVAL  DATE 5.16.24

JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

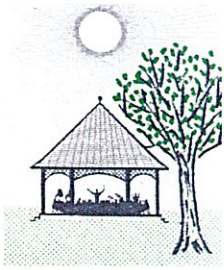
This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



PEARL RIVER PARK & ACTIVITY COMMITTEE, INC.
P.O. BOX 1216
PEARL RIVER, N.Y. 10965

President

Stephen F. Munno

Vice- President

John Nolan

Treasurer

Mary Geday

Recording Secretary

Mike Mandel

Executive Board of Directors

Annina Munno
Angelo Raffa
Cindy Sealander
Greg Sealander
Christopher Sheehan
Robert R. Simon

Associate Members

Michael Bryceland
George Wamsley
Desirae Zagaroli
Ryan O'Gorman

MEMORANDUM

TO: Allison Kardon, Confidential Assistant
FROM: Stephen F. Munno, President
DATE: May 16, 2024
RE: Pearl River July Fourth Celebration

Please add the following item on the June 11, 2024 Town Board Workshop Meeting Agenda:

The Pearl River Park & Activity Committee Inc. requests the following for the 4th of July Fireworks Display and Celebration on Thursday, July 4, 2024 (rain date of Friday, July 5, 2024):

- Police Detail
- Secure event perimeter
- Trash receptacles and field clean up
- Large dumpster
- Snow fence
- Barricades
- Six portable toilets (two handicapped accessible)
- Message board

RECEIVED



MAY 15 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROCKLAND COUNTY HIGHWAY DEPARTMENT

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

THIS IS A REQUEST FOR USE / CLOSE A COUNTY ROAD (check that apply)

Name of Event: Annual 4th of July Fireworks Celebration

Date (s): 7/4/2024 Time (s): 6pm-11pm No. of Participants: unknown

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other Fireworks

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
Central Avenue, Pearl River	Orangetown

Applicant Information:

Pearl River Parks & Activity Committee
Applicant (individual, organization, group)

PO Box 1216
Mailing Address

Pearl River, NY 10965
City, State, Zip Code

smunno@orangetown.com
Email Address

Stephen F. Munno
Authorized Representative (if different from Applicant)

845-494-4157
Telephone Number (including area code)

Cell Phone Number (including area code)

sfn31073@gmail.com
Email Address (if different from Applicant)

ROCKLAND COUNTY HIGHWAY DEPARTMENT
APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

The following supporting information shall be submitted at the time of application:

1. **Event Map, Event Brochure, or/and Event Application Form** (Whichever available/applicable)
2. **Operation and Safety Plan** (the applicant assumes all responsibility for the set-up, conduct and break-down of the event)
 - Required Traffic Control Devices (e.g. temporary signs, cones, barricades, pavement markings, etc.) and Event Personnel (e.g. police officers, volunteers) for Event

Orangetown Highway Department vehicles & barricades used to close roads.

ACCEPTED

- Detours (provide map of detour, show detour sign/police locations, etc.)

- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)

Message Boards

- Coordination (describe coordination with local police/municipalities/emergency services/other entities)

Event approved by the Town of Orangetown Town Board.

- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)

Coordinate with Emergency Services through Orangetown Police Department.

- Spectator Control (indicate any special measures are being taken to control spectators)

N/A

- Event Support Vehicles (describe any vehicles used in the event)

N/A

ROCKLAND COUNTY HIGHWAY DEPARTMENT

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

- 3. Insurance Certificates (must be in Applicant's name)
 - 4. Application Fee (Please make check payable to Rockland County Commissioner of Finance)
 - Full Day - \$500.00
 - Half Day - \$250.00 No. of Days 1 Total Amount \$ NA
- Fee waved**

The following information shall be submitted prior to the event date (except filming permit application):

- 1. Municipal Approvals (The applicant shall provide proof of approval from each municipality – Town, Village – through which the event passes indicating that the Municipality has no objection to the event taking place. This proof of approvals may be in the form of a letter, permit, resolution, email, or other.)

Acknowledgement: On behalf of the Applicant, I hereby request a road use/close permit, and do acknowledge and agree to the responsibilities of applicant and obligations set forth in this permit and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto.

Steph S. Liu, President
Applicant's Representative's Signature

5/14/24
Date

Application Received By:
[Signature]
RCHD Representative's Signature

05/15/2024
Date

Application Approved By:
[Signature]
RCHD Superintendent of Highways

5/15/24
Date

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

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Pearl River Park & Activity Committee, with an address of PO Box 1216, Pearl River, NY 10965 , in consideration and as a condition of a Special Use permit (“Permit Holder”), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown (“Town”), Town of Orangetown Highway Department (“Highway”) and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as “claims”) that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney’s fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: Fourth of July Fireworks

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name: Pearl River Park & Activity Committee)

By: _____

Sworn to before me this _____ day
of _____, 20____

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2024

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 Acrisure, LLC dba Britton Gallagher 3737 Park East Dr. STE 204 Beachwood OH 44122	RECEIVED MAY 14 2024 TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:												
		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Axis Surplus Ins Company</td> <td>26620</td> </tr> <tr> <td>INSURER B : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Axis Surplus Ins Company	26620	INSURER B : Everest National Insurance Company	10120	INSURER C :		INSURER D :		INSURER E :	
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Legion Fireworks Co., Inc. 10 Legion Lane Wappingers Falls NY 12590														

COVERAGES CERTIFICATE NUMBER: 1321416704 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"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00116-241	3/15/2024	3/15/2025	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 S								
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			SI8CA00058-241	3/15/2024	3/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S								
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000091848-06	3/15/2024	3/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 S								
	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"/> N / A				<table border="1"> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
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: 7/4/2024.
 Additionally Insured: Certificate Holder, Pearl River School District 275 Central Ave. Pearl River, NY 10965, Pearl River Park and Activity Committee, & The County of Rockland.

CERTIFICATE HOLDER Town of Orangetown 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 
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Portable Toilet Request Form

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

Event Information

Event Name * Pearl River Fourth of July Celebration

Event Location Name * Pearl River Central Avenue Field

Event Address *

Street Address
70 East Central Avenue
Address Line 2

City Pearl River State / Province / Region NY

Postal / Zip Code 10965 Country United States

Event Start Date * 7/4/2024
06:00:00 AM

Event End Date * 7/4/2024
11:59:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
Along fence on West side of the park in the middle of the field.

Number of regular units required * 4

Number of ADA units required * 2

Total Number of units required * 6

Applicant Information

Applicant First Name * Stephen

Applicant Last Name * Munno

Organization Name * Pearl River Park and Activity Committee, Inc.

Organization Not For Profit? * Yes
 No

**Organization
Address ***

Street Address
P.O. Box 1216
Address Line 2
City
Pearl River
State / Province / Region
New York
Postal / Zip Code
10965
Country
USA

Phone (w) *

845-359-6500

Phone (c) *

845-391-9401

Email *

smunno@orangetown.com

**Certificate of
Insurance ***

PR Fireworks COI.pdf 560.34KB
Certificate must list the Town of Orangetown as additional Insured

Signature *

The Permit Holder agrees that it shall be liable and responsible for any property damage to the Showmobile as a result of the Permit Holder's use thereof, and agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Permit Holder's use of the Showmobile, and shall execute a hold harmless agreement to that effect as a condition of the issuance of a permit. The Permit Holder shall procure and maintain general liability insurance and name the Town as an additional insured thereunder, in an amount as shall protect the Town from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Permit Holder's use of the Showmobile, and as part of the agreement to defend, indemnify and hold the Town harmless as set forth herein.



Stephen Federico Munno



Application for Showmobile Use

Showmobile Requirements

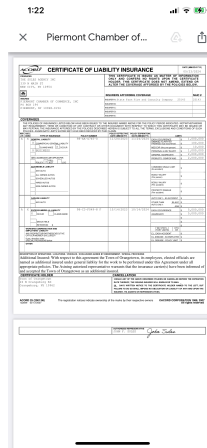
Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

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* IMG_2828.png

396.33KB



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 Aric Gorton at agorton@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 * Bastille Day

Event Location Name * Piermont NY

Event Address *

Street Address
Piermont avenue
Address Line 2

City State / Province / Region
Piermont NY

Postal / Zip Code Country
10968 US

Setup Date & Time * 7/13/2024
10:00:00 AM

Take-Down Date & Time * 7/13/2024
10:00:00 PM

Stair Arrangement *

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

Set-up Info *

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

Music bands and Speeches

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Daout L. Celestin

Organization Name * Piermont chamber of Commerce

Organization Address * Po Box 194

Organization City * Piermont

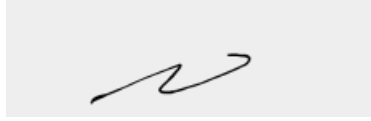
Organization State * NY

Phone (w) * 9145887742

Phone (c) * 9145887742

Email * chamberpresident02@gmail.com

Signature*

A rectangular box containing a handwritten signature in black ink on a light gray background.

The Permit Holder agrees that it shall be liable and responsible for any property damage to the Showmobile as a result of the Permit Holder's use thereof, and agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Permit Holder's use of the Showmobile, and shall execute a hold harmless agreement to that effect as a condition of the issuance of a permit. The Permit Holder shall procure and maintain general liability insurance and name the Town as an additional insured thereunder, in an amount as shall protect the Town from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Permit Holder's use of the Showmobile, and as part of the agreement to defend, indemnify and hold the Town harmless as set forth herein.

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

Date

5/23/2024

01:40:06 PM



ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/23/2024
PRODUCER THE SULES AGENCY INC 339 N MAIN ST NEW CITY, NY 10954		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.
INSURED PIERMONT CHAMBER OF COMMERCE, INC PO BOX 194 PIERMONT, NY 10968-0194		
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 type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	98-AA-G745-0	11/24/2023	11/24/2024	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 - COMPI/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 AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	98-C3-F049-8 F	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER 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: With respect to this agreement the Town of Orangetown, its employees, elected officials are named as additional insured under general liability for the work to be performed under this Agreement under all appropriate policies. The Asining authorized representative warrants that the insurance carrier(s) have been informed of and accepted the Town of Orangetown as an additional insured.

CERTIFICATE HOLDER Town of Orangetown 26 W Orangeburg Rd Orangeburg, NY 10962	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u> </u> 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	<i>John Sules</i>
--	-------------------

RECEIVED

MAY 20 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-032

RECEIVED
MAY 30 2024
Orangetown Police Department

EVENT NAME: Rail Trail 5K

APPLICANT NAME: Christopher Dahlem

ADDRESS: 19 Greenbush rd Orangeburg, NY 10962

PHONE #: 9143094709 CELL # 9143094709 FAX # ---

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on 9/14/24 from 9:00am to 10:30am RAIN DATE: NA

Location of event: Joseph B. Clarke Rail Trail

Sponsored by: The Rail Trail Cafe Telephone #: 8456137580

Address: 543 Western Hwy 5, Blaube H, NY 10913

Estimated # of persons participating in event: 100 vehicles 30

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

Christopher Dahlem - 19 Greenbush rd Orangeburg, 9143094709

Signature of Applicant: [Signature] Date: 5/14/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Hold Harmless Agreement: 5/24/24

Letter of Request to Town Board requesting aid for event - Received On: 5/29/24

Certificate of Insurance - Received On: 5/29/24

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit N - Received On: 5/29/24

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

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

Route/Map/Parking Plan: N - Received On: 5/29/24

RFS #: 60983 BARRICADES: CONES: Y/ N TRASH BARRELS: N OTHER: ---

APPROVED: [Signature] DATE: 5/20/24
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: 5/28/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/ N: Arc Items: ---

APPROVED: [Signature] DATE: 5/30/24
Chief of Police

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

Workshop Agenda Date: 6/11/24 Approved On: --- TBR #: ---

RECEIVED

JUN 04 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED
MAY 29 2024
Orangetown Police Department

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Rail Trail Cafe, with an address of 543 Western Hwy, Blauvelt in consideration and as a condition of a special event permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney's fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: Rail Trail 5K race

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name:) The Rail Trail Cafe

By: Christopher Dahlem

Sworn to before me this 23 day
of May, 2024

Tonie Ann D'Angelo
Notary Public

TONIE ANN D'ANGELO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6327996
Qualified in Rockland County
My Commission Expires 07-27-2027

RECEIVED

MAY 20 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

May 29th, 2024

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

To The Town Board,
The **RAIL TRAIL CAFE AND MERCANTILE** is requesting the use of the below items from the **highway and police departments** for the **Rail Trail 5K on September 14, 2024**:

Highway Department:

5 trash cans, 5 barricades

Police Department:

Auxiliary Police Detail

The **Rail Trail Cafe and Mercantile** will submit the appropriate permits to the Highway Department in addition to this request.

Thank you,

Christopher Dahlem
Organizer
The Rail Trail Cafe and Mercantile



THERAIL-05

JZUKUS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2024

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 New York-Alliant Ins Svc Inc 101 Park Ave 14th Fl New York, NY 10178	RECEIVED MAY 20 2024	CONTACT NAME: PHONE (A/C, No, Ext): (212) 603-0200 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Casualty Insurance Company of Americ 19046 INSURER B: Travelers Indemnity Company 25658 INSURER C: Employers Compensation Insurance Company 11512 INSURER D: INSURER E: INSURER F:
INSURED The Rail Trail Cafe & Mercantile, Inc 545 Western Highway, Apt 3 Blauvelt, NY 10913	TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	

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	X 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:	X		680-8W296223-24-42	5/19/2024	5/19/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X 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			CUP8W296561	5/19/2024	5/19/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EIG534216200	8/22/2023	8/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Pers. Prop.			680-8W296223-24-42	5/19/2024	5/19/2025	Limit 26,250
							Business Income

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Orangetown is an Additional Insured in favor of Commercial General Liability where required by written contract. Coverage is primary and non-contributory and a Waiver of Subrogation applies in favor of Commercial General Liability as required by written contract.

CERTIFICATE HOLDER Town of Orangetown 26 W Orangeburg Rd 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 <div style="text-align: right; font-family: cursive; font-size: 18px;">Andrew Stergiou</div>
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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
RECEIVED



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**
119 Route 303 • Orangetown, 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

MAY 20 2024

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

**TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT**

NAME Christopher Dahlem DATE 5/14/24
COMPANY The Rail Trail Cafe
ADDRESS 543 Western Hwy S, Blauvelt, Ny 10913
TELEPHONE 845-613-7580 Cell +914-309-4709
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

(Address number and name of road)

Bataan rd + Mountain view rd / S. Greenbush @ Joseph B Clarke Crossing
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Rail Trail 5K

DATE OF CLOSING 9/14/24 RAIN DATE NA

TIME ROAD WILL BE CLOSED 9:00 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 [Signature] DATE 5-21-24
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS MD 5/24/24

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

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Stormwater Consortium of Rockland County
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**HIGHWAY DEPARTMENT
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NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County

MAY 20 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME Christopher Dahlem DATE 5/6/24
COMPANY The Rail Trail Cafe
ADDRESS 543 Western Highway, Blauvelt, Ny
TELEPHONE 914-309-4709
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

The Joseph B. Clarke Rail Trail (Parks Dept. Must Approve)
(Address number and name of road)

Bataan Rd and Mountainview Ave / Greenbush rd 1/2 Highvue
(Intersecting streets and/or description of exact location)

REASON FOR USE 5k race

DATE OF USE 9/14/2024 RAIN DATE N/A

TIME ROAD WILL BE USED 9:00am - 10:30am

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 James J. Dean 5.21.24 DATE MO 5/21/24
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

The Rail Trail Cafe 5K Map



START
&
FINISH

RECEIVED
MAY 20 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TURN
AROUND

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	052224	\$ 1,146,539.78
	052924	\$ 15,945.29
	061124	\$ 1,509,491.36
		\$ 2,671,976.43

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 Daniel Sullivan

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: 06/6/24
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 06/11/2024 consists of 3 warrants for a total of \$2,671,976.43.

The first warrant had 29 vouchers for \$11,146,539 and had the following items of interest.

1. CSEA Employee Benefit Fund (p2) - \$33,663 for dental benefits.
2. De Lage Landen (p2) - \$24,868 for golf cart leases (June).
3. NYS Dept. of Civil Service (p5) - \$1,031,920 for H/C benefits.

The second warrant had 10 vouchers for \$15,945 and was for Police dental insurance and utilities.

The third warrant had 212 vouchers for \$1,509,491 and had the following items of interest.

4. Atlantic Salt (p9) - \$21,657 for Highway salt purchases.
5. Capital Industries (p18) - \$58,508 for demolition of old town hall.
6. Dataworks Plus (p19) - \$16,700 for Police equipment.
7. De Lage Landen (p19) - \$24,868 for golf cart leases (July).
8. Envirolutions (p21) – for sewer pumps.
9. Environmental Construction (p21) - \$6,800 for emergency pipe repair.
10. Fanshawe (p25) - \$21,739 for new town hall electrical.
11. Global Montello (p30) - \$20,068 for fuel.
12. Ingersoll Auto (p34) - \$67,173 for sewer dump truck (bonded).
13. Keane & Beane (p39) - \$14,439 for outside legal counsel.
14. Kuehne Chemical Co. (p40) - \$7,546 for sewer chemicals.

15. MediaStar (p41) - \$21,271 for IT work in new town hall.
16. Munis (p43) - \$18,757 for payroll software.
17. Pace Analytical Services (p45) - \$12,850 for sewer testing.
18. Pat Corsetti Inc. (p48) – \$228,500 for Elizabeth Place playground (grant).
19. Rockland Paramedic Services (p54) - \$127,642 for June services.
20. Sealcoat USA (p56) - \$103,558 for Highway surface treatment (bonded).
21. Shi International (p57) - \$31,447 for anti virus software licenses.
22. Sport-Tech Construction (p59) - \$136,325 for Franklin Street BB court (grant).
23. Troon Golf LLC (p65) - \$198,047 for June GC management fees.
24. Vanas Construction Co. (p67) - \$125,709 for GC new town hall.
25. Virtuit Systems (p68) - \$17,500 for IT equipment.
26. Zarin & Steinmetz (p73) - \$17,061 for outside legal counsel.

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

Jeffrey W. Bencik, CFA
845-359-5100 x2204