

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

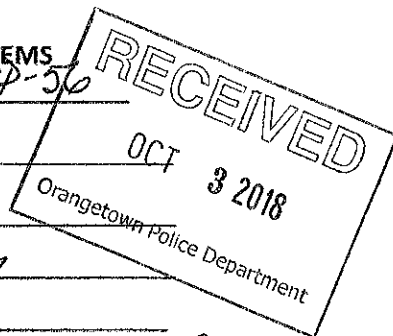
PERMIT #

18-SP-56

RECEIVED

OCT - 1 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



EVENT NAME: Yappan Yard Sale

APPLICANT NAME: RICHARD PUGH

ADDRESS: 201 Western Hwy Yappan

PHONE #: 845-222-0898 CELL #: 845-222-0898 FAX #

CHECK ONE: PARADE ☐ RACE/RUN/WALK ☐ OTHER multi-family yard sale

The above event will be held on Oct 13, 2018 from 10 A to 4 PM RAIN DATE: Oct 14th

Location of event: German Masonic Park 89 Western Hwy

Sponsored by: _____ Telephone #: _____

Address: _____

Estimated # of persons participating in event: 300 vehicles 100

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

Rich Pugh SAME MS Above

Signature of Applicant: [Signature] Date: 9-27-18

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 10-1-18

Certificate of Insurance - Received On: 10-1-18

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

Route/Map/Parking Plan: Y ☒ (N) Received On: X

RFS #: 42221 BARRICADES: Y ☒ N CONES: Y ☒ N TRASH BARRELS: Y ☒ N OTHER: _____

APPROVED: [Signature] DATE: 10-2-18
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY

Show Mobile: Y ☒ (N) Application Required: X Fee Paid - Amount/Check # _____

Port-o-Sans: Y ☒ (N) Other: _____

APPROVED: [Signature] DATE: 10/2/18
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY

Police Detail: Y ☒ (N) Items: _____

APPROVED: CAPT BROWN DATE: 10/3/2018
Chief of Police

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

Workshop Agenda Date: 10/16/18 Approved On: _____ TBR #: _____

RECEIVED

OCT - 4 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RICHARD S PUGH SR.
201 WESTERN HWY.
TAPPAN, NY.10983
845-222-0898

RECEIVED
OCT - 1 2018
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

18-57-56

9/30/18

Town of Orangetown Highway Dept.
The Town Board of Orangetown

I would like to request the use of the town's barrels and barricades which are currently set up along Western Hwy from the south parking lot to the main entrance in front of the German Masonic Park at 89 Western Hwy. for a multi-vendor yard sale which will take place on Saturday October 13th with a rain date of Sunday October 14th.

I realize this is extremely short notice, however due to conditions beyond our control, the main field has been reseeded; the property owners has ask us not to use the main field; move our vendors to the paved area around the main pavilion and to not permit anyone into the field area.

We will be using the graveled area or what is called the south area for parking of the public, which then will cause the public to walk along Western Hwy to the main entrance. We would like the barrels and barriers there as a warning and buffer for the public to safely walk the shoulder between the main area and the parking lot.

Thank you for your cooperation in assisting us with this matter, and if you have any questions please feel free to contact me at the number at the top of this letter.

Respectfully,

Richard S Pugh SR
Tappan Yard Sale.

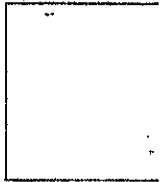
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OCT - 1 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

18-SP-56

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VENDOR

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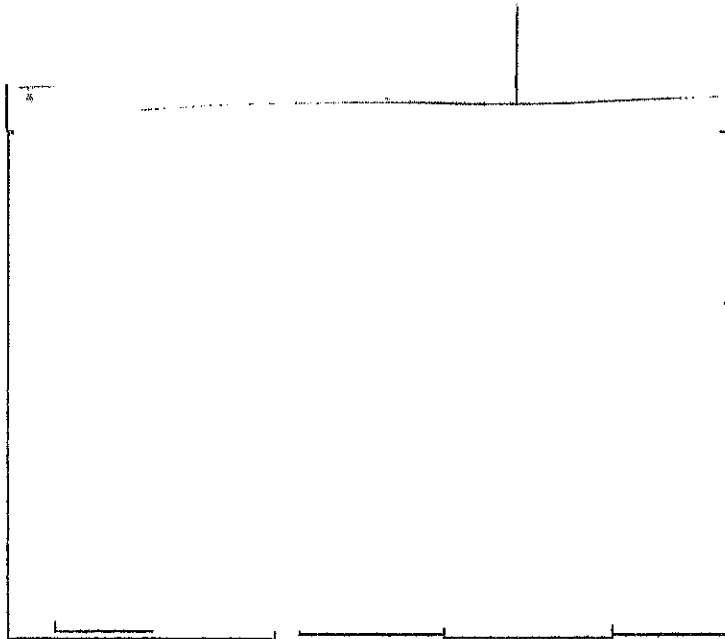
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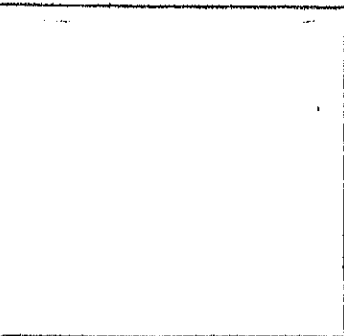


VENDOR

VENDOR

VENDORS

Soccer Field



VENDOR

VENDOR

FRONT
ENTRANCE

THIS POLICY IS ISSUED ON THE CO-OPERATIVE ASSESSMENT PLAN**COMMERCIAL FIRE RECEIVED MIDROX INSURANCE COMPANY**

POLICY DECLARATIONS

PO BOX 218

Page 1

OCT - 1 2018

Roxbury, NY 12474

PHONE: 607-326-4144

FAX: (607) 326-4285

**TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT****Location: 1 Building: 1****Policy Number: 34140039****Policy Period: FROM 9/09/2018 TO 9/09/2019**

RENEWAL

12:01 AM Standard Time

INSURED:**AGENT:****375**RICHARD PUGH
201 WESTERN
Tappan NY 10983FREEWAY INS SERVICES OF NY INC
DBA PARIETTI & MCGUIRE
562 ROUTE 17M
MONROE NY 10950
PHONE: 845-781-8000*18-5756*

The Described Location(s) covered by this policy are as follows:

TAPPAN, NY, 10983, ROCKLAND

his replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences or losses which happen during the policy period shown above. This policy applies only to those coverages below for which a limit of insurance and/or a limit of liability or premium charge is shown. Our limit for each coverage shall not be more than the amount stated for such coverage, subject to all the terms of this policy.

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT OF LIABILITY	PREM
A. Building	NONE	NONE	NONE	
B. Business Property	80.0%	\$250	\$2,500	\$25
L. Bodily Injury & Property Damage	(Each Occurrence)		\$1,000,000	\$191
	(Aggregate)		\$1,000,000	
M. Premises Medical Payments	(Each Person)		\$1,000	
	(Each Accident)		\$10,000	
Products/Completed Operations	(Each Occurrence)		\$1,000,000	
	(Aggregate)		\$1,000,000	
Fire Legal Liability	(Each Occurrence)		NONE	

subject to the Following Forms and Endorsements:

SF-4 * (1/88), SF-20 * (1/88), ML-430 (6/99), SF-99 * (5/98),
 SF-83 * (12/97), MID-TERR * (2/03), MID-FEE * (11/08), MID-BL * 6/17,
 NYSTAT-1 (11/08), LS14(1/88), LS73(11/89), LS84(10/97), LS87(7/88),
 LS2(1/88), LS3(1/88), LS3S(1/88), LS43(1/88), SF-133 (1/88),
 LS22(1/88), ML430B(1/91)

\$30

"This Declarations does not supercede any cancellation notice".

*** INSURED COPY ***

revisions Required by Law to be Stated in this Policy: - This Company is an Assessment Cooperative Fire Insurance company having by-laws and special regulations relating to meetings of members, election of directors, rights and obligations of members and liability of members to assessment as printed on the by-laws page hereof.

7/30/18
CF(9/07)

Continued On Page 2 For Location 1 Building 1 (See Reverse

9/09/18

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE SCHEDULE

This endorsement forms a part of the policy identified below:

Location: 1 Building: 1

Policy No. 34140039

NAMED INSURED RICHARD PUGH

SCHEDULE

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATE	PROVISIONAL PREMIUM
			Bodily Injury and Property Damage	Bodily Injury and Property Damage
remises-Operations		Area (sq. ft.)	Per 100 sq. ft. of Area	
		Frontage	Per linear ft.	
		Remuneration	Per \$100 of Remuneration	
ENDORS	37999 (E)	1	191.400	\$191

Escalators (Number at Premises)	Number Insured	Per Landing
---------------------------------	----------------	-------------

* IF ANY *

Independent Contractors	Cost	Per \$100 of Cost
-------------------------	------	-------------------

Total Advance Premium \$191

Location of all premises owned by, rented to or controlled

ENTER "SAME" IF SAME AS ON DECLARATIONS PAGE) by the named insured * SEE DEC *

Interest of named insured in such premises OWNER

Part Occupied by named insured

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated.



34140039

SF-133
Ed. 1/88

BUSINESS PROPERTY WHILE AWAY FROM THE *INSURED PREMISES*

Refer to the Supplemental Declarations if information is not shown on this form.

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

WHILE AWAY FROM THE *INSURED PREMISES*

This coverage applies only when an 80% or higher coinsurance provision is shown on the Declarations page or the Supplemental Declarations page.

WHAT *WE* PAY FOR

We will pay up to \$ 2,500.00 for loss or damage to *your business* property while temporarily away from the *insured premises*.

The loss or damage must result directly from a cause of loss insured against under this policy.

SF-133

Ed. 1/88



DEDUCTIBLE LIABILITY COVERAGE (Property Damage)

Refer to the Supplemental Declarations if information is not shown on this form.
The deductible under this endorsement is subject to the *terms* contained in the General Liability Coverage.

Policy No. 34140039
Named Insured Richard Pugh

HOW MUCH WE PAY FOR LOSS OR CLAIM

When Deductible Liability Coverage is a part of *your* policy, *we* will pay on behalf of the *insured* only to the amount of damages in excess of the deductible shown below.

SCHEDULE

COVERAGE L -

Property Damage

Amount of Deductible

\$ --- per claim
\$ 250. per *occurrence*

HOW THE DEDUCTIBLE AMOUNTS APPLY

The deductible amounts stated in the schedule apply as follows:

PER CLAIM BASIS-If the deductible is on a "per claim" basis, the deductible amount applies under the *Property Damage* Coverage, to all damages because of *property damage* sustained by one person or organization, as the result of any one *occurrence*.

PER OCCURRENCE BASIS-If the deductible is on a "per *occurrence*" basis, the deductible amount applies under the *Property Damage* Coverage, to all damages because of *property damage* and as the result of any one *occurrence*.



34140039

LS-22
Ed. 1/88

ADDITIONAL *INSURED*

Refer to the Supplemental Declarations if information is not shown on this form.

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Liability Coverage.

Insured provision of the General Liability Coverage is amended to include as an *insured* the person(s) or entity named below BUT only with respect to his/her/its liability for activities of the *named insured* or activities performed by such person(s) or entity on behalf of the *named insured*.

NAME OF PERSON(S) OR ENTITY:

**Town of Orangetown
26 W. Orangeburg Rd.
Orangeburg, NY 10962**

LS-22

Ed. 1/88



34140039

LS-22
Ed. 1/88

ADDITIONAL *INSURED*

Refer to the Supplemental Declarations if information is not shown on this form.

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Liability Coverage.

Insured provision of the General Liability Coverage is amended to include as an *insured* the person(s) or entity named below BUT only with respect to his/her/its liability for activities of the *named insured* or activities performed by such person(s) or entity on behalf of the *named insured*.

NAME OF PERSON(S) OR ENTITY:

Noble Ninth
89 Western Hwy.
Tappen, NY 10983

LS-22

Ed. 1/88

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Member:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County



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

MEMORANDUM

TO: Chris Day, Supervisor

CC: Town Board
Jeffrey Bencik, Finance Director
Amanda Hyland, Confidential Assistant

FROM: James J. Dean, Superintendent of Highways

DATE: October 16, 2018

RE: **Homes For Heroes Green Infrastructure**
Stormwater Bio-Retention Basin Project
Award Construction Contract to Tomco Construction, Inc
The Lowest Qualified Bidder in the amount of \$1,412,256.00

Please accept this memorandum as a status report for the above note Homes for Heroes Project.

As you may already be aware, the Town of Orangetown has received a grant from the New York State Environmental Facilities Corporation for the Homes For Heroes Green Infrastructure Stormwater Bio-retention Basin Green Innovation Grant Program in the amount of \$994,445.00. The Town has a Local Share Contribution of 10% or \$99,444.50. This grant will cover the cost of Design and Construction Inspection Services as well as the Construction.

The Town Board awarded the contract for design and construction inspection services to Brooker Engineering on November 29, 2016 in the amount of \$97,200.00. For your information, there is a balance of \$897,245.00 remaining for construction.

Upon completion of design and contract documents, the Request For Bids for the construction of the Stormwater Bio-retention Basin, with three (3) additional alternatives, was advertised on August 29, 2018 with a bids to be returned on September 20, 2018. Please be advised there were a total of six (6) bids returned. The lowest bid for the construction with bid alternatives was from CFI, Construction in the amount of \$2,348,841.00, and the low bid, without bid alternatives, was Tomco Construction in the amount of \$1,883,530.00. (Please see attached Bid Cut Sheet).



In an effort to reduce the cost of the project, Town representatives met with Brooker Engineering on September 27, 2018 to discuss all available options. It was determined the Town will proceed by removing Project alternatives that will not affect the overall water quality intent of the project scope. Upon doing so, Town representatives scheduled a meeting with Tomco Construction, the low bidder, on October 2, 2018 to negotiate further reductions in cost.

Tomco Construction submitted its first Value Engineering Cost Reduction (VECR) on October 8, 2018 reducing the cost of the project to \$1,485,899.00. (Please see attached VECR #1). Upon further negotiating and project scope revisions, Tomco Construction Submitted a second VECR further lowering the cost to \$1,412,256.00. (Please see attached VECR #2).

Based on the above, the cost of Project Design, Construction and Construction Inspection totals \$1,509,456.00 exceeding grant funding in the amount of \$515,011.00.

Please be advised the Green Innovation Grant expires on October 21, 2018. The Town has been advised that in order to receive a grant extension, Project construction must awarded prior to the expiration date.

Therefore, with knowledge of the above, please place the following item, to be approved, on the Town Board Workshop Agenda of Tuesday, October 16, 2018.

“RESOLVED, the Town Board hereby awards the construction of the Homes For Heroes Stormwater Bio-retention Basin Project to Tomco Construction, Inc., of Mt. Arlington, NJ, the lowest qualified bidder, in the amount of \$1,412,256.00.



CONSTRUCTION INCORPORATED
SITE DEVELOPERS

October 8, 2018

Rockland County Highway Department
119 Route 303
Orangeburg, NY 10962
Attn: Mr. Stephen Munno

**RE: Homes for Heroes
Value Engineering Cost Reduction**

Dear Mr. Munno:

It was a pleasure meeting with you and the project team on Tuesday, October 2, 2018. Based on our conversation we can offer the following savings to the Homes for Heroes project:

- Item 2 Trees to be Preserved
We can identify trees to be preserved at a walk through inspection with the County and Brooker Engineering in order to eliminate the arborist. We would recommend installing driven posts and orange construction fence at the drip line as shown on the attached detail. Total lump sum savings \$20,400.00
- Item 7 Surplus Cubic Yard Excavation in Town Trucks
We can eliminate this item in its entirety. Tomco offers load trucks provided by the County at no charge during our mass excavation operation if the County has a need for this material. Total lump sum savings \$25,000.00
- Item 10 Installation of RCP F.E.S.
We can eliminate the material from this item by replacing with HDPE as shown on the attached detail. Total lump sum savings of \$3,000.00
- Item 12 Reinforced Concrete
With eliminating the timber bridge we can eliminate this item in its entirety. Total lump sum savings of \$156,000.00
- Item 13 Laminated Timber Bridge
This item will be eliminated in its entirety and replaced with culverts at the cost shown below. Total lump sum savings \$92,000.
- Item 15 Perimeter HMA Trail
By eliminating the HMA and including a 1" stone dust surface we can offer a lump sum savings of \$75,000.

- Item 16 Trees to be planted

By reducing the quantity of trees to 20% as discussed we can offer a lump sum savings of \$43,500.

- Item 17 through 19 Plantings

By reducing the quantity of plantings by 20% as discussed we can offer a lump sum savings of \$72,731.00

Total savings offered based on the above.....\$487,631.00

By eliminating the timber bride and replacing with culverts the following cost will need to be included:

- Culverts in lieu of timber bridge at this location

The timber bridges will be replaced with culvert piping at both locations. Twin 54" RCP will be installed at the NW location and a single 36" RCP crossing will be installed at the SW location for a combined lump sum price of \$90,000. We request the County provide details for the construction of these culverts.

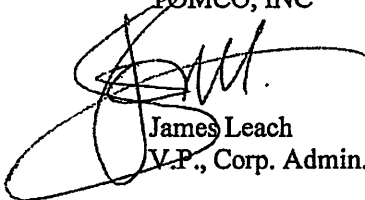
The total savings to the contract based on the above is \$397,631.00 or a revised base contract value of \$1,485,899.00

In addition to the above, Tomco can offer to demo and stockpile the asphalt if it offers the County any additional savings. We are also waiting on a liner price in lieu of the seepage control contained in the contract. Should this result in additional potential savings we will forward upon receipt.

The foregoing should be considered an estimate of the savings Tomco can offer. We would request further discussion on the exact scope of the changes prior to finalizing with the County.

Thank you for your consideration, we look forward to working with your office on this project.

TOMCO, INC



James Leach
V.P., Corp. Admin.



CONSTRUCTION INCORPORATED
SITE DEVELOPERS

October 15, 2018

Rockland County Highway Department
119 Route 303
Orangeburg, NY 10962
Attn: Mr. Stephen Munno

**RE: Homes for Heroes
Value Engineering Cost Reduction - Additional Savings
Per Brooker Engineering Memorandum 10/12/2018**

Dear Mr. Munno:

It was a pleasure meeting with you and the project team on Tuesday, October 2, 2018. Based on our conversation we can offer the following savings to the Homes for Heroes project:

A. Additional items referenced to October 8, 2018 VE Proposal:

- Item 15 - Perimeter Trail
Elimination of 1" stone dust. Total lump sum savings of \$500.
- Item 16 - Trees
Eliminate remainder of trees. Total lump sum additional savings of \$10,875.
- Item 17 thru 19 - Shrubs, Perennials and Grasses
Reduce quantity by an additional 10%. Total lump sum additional savings of \$36,300.
- Add-On for Culverts in Lieu of Deleted Bridges
HDPE in lieu of RCP. Total additional lump sum savings of \$5,000.

B. Additional items referenced to September 20, 2018 Bid:

- Item 1 - Tree Removal
Reduce item from 89 to 39. Total lump sum additional savings of \$5,988.
- Item 6 - Surplus Excavation to Stockpile
Reduce volume from 43,700 cubic yards to 41,344 cubic yards. Total lump sum additional savings of \$11,780.
- Item 9 - Outlet Structure Revision & HDPE Outlet Pipe
Note 5' x 5' Standard Size OS & 42" HDPE in lieu of 60" HDPE. Total lump sum additional savings of \$3,200.

22 Howard Boulevard, Mount Arlington, NJ 07856
Phone: 973. 361. 7755 Fax: 973. 366. 3011

The total additional savings to the contract based on the above is \$73,643 or a revised base contract value of \$1,412,256.

We remain open to further discussion and hope our value engineering proposals result in reducing this project's overall costs to an amount within your budgetary constraints.

Thank you for your consideration, we look forward to working with your office on this project.

Pete Bjorkman
Project Estimator

Office: 973.361.7755 ext.317
Mobile: 641.758.1392
Fax: 973.366.3011
pbjorkman@tomcoinc.net

Tomco Construction, Inc.
22 Howard Blvd. ~ Suite 204
Mt. Arlington, NJ 07856

22 Howard Boulevard, Mount Arlington, NJ 07856
Phone: 973. 361. 7755 Fax: 973. 366. 3011

BID OPENING TIME		11:00AM		DATE		September 20, 2018	
CONTRACTOR NAME & ADDRESS		Tureo Golf Suffern, NY	Argenio Bros. Newburgh, NY	Tomco Const. Mt. Arlington, NJ	Let It Grow River Edge, NJ	CFI Const. Johnstown, NY	
DATE RECEIVED	9/20/18	9/20/18	9/20/18	9/20/18	9/20/18		
TIME RECEIVED	9:55 Am	10:13 Am	10:16 Am	10:19 Am	10:24 Am		
NON COLLUSION STATEMENT	✓	✓	✓	✓	✓		
BID BOND or CERTIFIED CHECK	✓	✓	✓	✓	✓		
ITEM #1 - Approx. Estimated Quantity / 88 Tree and stump removal as specified on drawings							
UNIT BID PRICE	\$ 500.00	\$ 350.00	\$ 176.00	\$ 401.66	\$ 530.00		
TOTAL	\$44,000.00	\$ 30,800.00	\$15,488.00	\$35,346.08	\$ 46,640.00		
ITEM #2 - Approx. Estimated Quantity / 63 Trees to be preserved							
UNIT BID PRICE	\$ 553.00	\$ 1,400.00	\$ 800.00	\$ 1,237.32	\$ 360.00		
TOTAL	\$34,839.00	\$88,200.00	\$ 50,400.00	\$77,951.16	\$22,680.00		
ITEM #3 - Approx. Estimated Quantity / 13,900 Sq. yards of site clearing complete as specified							
UNIT BID PRICE	\$ 10.00	\$ 2.00	\$ 3.00	\$ 4.18	\$ 3.00		
TOTAL	\$139,000.00	\$ 27,800.00	\$ 41,700.00	\$58,102.00	\$ 41,700.00		
ITEM #4 - Approx. Estimated Quantity / 2,072 Lin. Ft. of silt fence complete as specified							
UNIT BID PRICE	\$ 7.00	\$ 26.00	\$ 10.00	\$ 4.67	\$ 4.00		
TOTAL	\$ 14,504.00	\$53,872.00	\$20,720.00	\$ 9,676.24	\$ 8,288.00		
ITEM #5 - Approx. Estimated Quantity / 1 Stabilized construction entrance as specified							
UNIT BID PRICE	\$ 5,000.00	\$ 3,500.00	\$ 4,000.00	\$12,948.00	\$ 6,000.00		
TOTAL	\$ 5,000.00	\$ 3,500.00	\$ 4,000.00	\$12,948.00	\$ 6,000.00		
ITEM #6 - Approx. Estimated Quantity / 43,700 Surplus cubic yards of excavation for wetland area to be placed at stockpile complete as specified							
UNIT BID PRICE	\$ 10.00	\$ 9.50	\$ 13.75	\$ 8.09	\$ 5.20		
TOTAL	\$ 437,000.00	\$415,150.00	\$600,875.00	\$353,533.00	\$227,240.00		
ITEM #7 - Approx. Estimated Quantity / 5,000 Surplus cubic yards of excavation for wetland area to be placed in Town trucks complete as specified							
UNIT BID PRICE	\$ 10.00	\$ 9.00	\$ 5.00	\$ 3.70	\$ 5.20		
TOTAL	\$50,000.00	\$ 45,000.00	\$25,000.00	\$18,500.00	\$ 26,000.00		
ITEM #8 - Approx. Estimated Quantity / 3,300 Cubic yards of embankment construction for wetland area complete as specified,							
UNIT BID PRICE	\$ 13.00	\$ 13.00	\$.01	\$ 14.13	\$ 7.60		
TOTAL	\$ 42,900.00	\$42,900.00	\$ 33.00	\$46,629.00	\$25,080.00		
ITEM #9 - Approx. Estimated Quantity / 1 Fabrication and installation of wetland outlet structure complete as specified,							
UNIT BID PRICE	\$17,600.00	\$37,250.00	\$ 17,000.00	\$28,179.00	\$ 16,000.00		
TOTAL	\$ 17,600.00	\$37,250.00	\$ 17,000.00	\$28,179.00	\$ 16,000.00		
ITEM #10 - Approx. Estimated Quantity / Installation of RCP Flared End Section complete as specified							
UNIT BID PRICE	\$8,300.00	\$ 15,400.00	\$ 5,000.00	\$ 8,034.00	\$ 6,000.00		
TOTAL	\$8,300.00	\$ 15,400.00	\$ 5,000.00	\$ 8,034.00	\$ 6,000.00		
ITEM #11 - Approx. Estimated Quantity / 85 Lin Ft. of HDPE pipe complete installation as specified							
UNIT BID PRICE	\$ 313.00	\$ 290.00	\$ 225.00	\$287.32	\$ 240.00		
TOTAL	\$26,605.00	\$24,650.00	\$19,125.00	\$24,422.20	\$ 20,400.00		

Dist: TB, SUPV, TA, HWY

Project

D OPENING TIME

11:00AM

DATE

September 20, 2018

CONTRACTOR NAME & ADDRESS	Turco Golf Suffern, NY	Argenio Bros. Newburgh, NY	Tomco Const. Mt. Arlington, NJ	Let It Grow River Edge, NJ	CFI Const. Johnstown, NY	
DATE RECEIVED						
TIME RECEIVED						
NON COLLUSION STATEMENT						
BID BOND or CERTIFIED CHECK						
ITEM #12 - Approx. Estimated Quantity / 130 Cubic yards of reinforced concrete for construction of bridge headwalls and abutments as specified.						
UNIT BID PRICE	\$ 2,106.00	\$ 2,700.00	\$ 1,200.00	\$ 1,768.14	\$ 1,740.00	
TOTAL	\$ 273,780.00	\$ 351,000.00	\$ 156,000.00	\$ 229,858.20	\$ 226,200.00	
ITEM #13 - Approx. Estimated Quantity / 2 Installation of laminated timber bridges as specified						
UNIT BID PRICE	\$ 49,150.00	\$ 65,350.00	\$ 46,000.00	\$ 53,964.00	\$ 50,000.00	
TOTAL	\$ 98,300.00	\$ 130,700.00	\$ 92,000.00	\$ 107,928.00	\$ 100,000.00	
ITEM #14 - Approx. Estimated Quantity / 115 Cubic yards of outlet protection riprap, installed and constructed as specified						
UNIT BID PRICE	\$ 115.00	\$ 145.00	\$ 180.00	\$ 62.71	\$ 110.00	
TOTAL	\$ 13,225.00	\$ 16,675.00	\$ 20,700.00	\$ 7,211.65	\$ 12,650.00	
ITEM #15 - Approx. Estimated Quantity / 27,800 Sq. Foot of asphalt perimeter trail construction, installed as specified						
UNIT BID PRICE	\$ 3.27	\$ 5.00	\$ 8.00	\$ 6.59	\$ 10.00	
TOTAL	\$ 90,906.00	\$ 139,000.00	\$ 222,400.00	\$ 183,202.00	\$ 278,000.00	
ITEM #16 - Approx. Estimated Quantity / 87 Tree to be planted as specified on planting plan						
UNIT BID PRICE	\$ 637.00	\$ 590.00	\$ 700.00	\$ 672.67	\$ 1,450.00	
TOTAL	\$ 55,419.00	\$ 51,330.00	\$ 60,900.00	\$ 58,522.29	\$ 126,150.00	
ITEM #17 - Approx. Estimated Quantity / 3,344 Shrubs to be planted as specified on planting plan						
UNIT BID PRICE	\$ 53.00	\$ 73.00	\$ 66.00	\$ 60.08	\$ 66.00	
TOTAL	\$ 177,232.00	\$ 244,112.00	\$ 220,704.00	\$ 200,907.52	\$ 220,704.00	
ITEM #18 / Approx. Estimated Quantity / 23,773 Perennial Plugs to be planted as specified on planting Plan						
UNIT BID PRICE	\$ 4.28	\$ 4.65	\$ 5.00	\$ 7.77	\$ 5.00	
TOTAL	\$ 101,748.44	\$ 110,544.45	\$ 118,865.00	\$ 184,716.21	\$ 118,865.00	
ITEM #19 / Approx. Estimated Quantity / 14,584 Grass Plugs to be planted as specified on planting plan						
UNIT BID PRICE	\$ 5.14	\$ 4.65	\$ 5.00	\$ 10.72	\$ 6.00	
TOTAL	\$ 74,961.76	\$ 67,815.60	\$ 72,920.00	\$ 156,340.48	\$ 87,504.00	
ITEM #20 / Approx. Estimated Quantity / 100,200 Construction of "wet pond" portion of stormwater management facility as specified						
UNIT BID PRICE	\$ 2.28	\$ 3.05	\$ 1.00	\$ 1.79	\$ 2.75	
TOTAL	\$ 228,456.00	\$ 305,610.00	\$ 100,200.00	\$ 179,358.00	\$ 275,550.00	
ITEM #21 / Approx. Estimated Quantity / 1 Mobilization & Demobilization						
UNIT BID PRICE	\$ 212,000.00	\$ 419,036.95	\$ 8,000.00	\$ 103,056.00	\$ 84,000.00	
TOTAL	\$ 212,000.00	\$ 419,036.95	\$ 8,000.00	\$ 103,056.00	\$ 84,000.00	
ITEM #22 / Approx. Estimated Quantity / 1 As-Built Survey						
UNIT BID PRICE	\$ 8,300.00	\$ 5,800.00	\$ 5,000.00	\$ 9,331.00	\$ 37,000.00	
TOTAL	\$ 8,300.00	\$ 5,800.00	\$ 5,000.00	\$ 9,331.00	\$ 37,000.00	

Project

D OPENING TIME

11:00AM

DATE September 20, 2018

CONTRACTOR
NAME
&
ADDRESS

Tured Golf
Suffern, NY

Argenio Bros.
Newburgh, NY

Tomco Const.
Mt. Arlington, NJ

Let It Grow
River Edge, NJ

CFI Const.
Johnstown, NY

DATE RECEIVED

TIME RECEIVED

NON COLLUSION
STATEMENTBID BOND or
CERTIFIED CHECK

ITEM #23 / Approx. Estimated Quantity / 2 Stormwater signs

UNIT BID PRICE	\$ 445.00	\$ 410.00	\$ 1,000.00	\$ 471.50	\$ 800.00
TOTAL	\$ 890.00	\$ 820.00	\$ 2,000.00	\$ 943.00	\$ 1,600.00

ITEM #24 / Approx. Estimated Quantity / 30 Cubic yards of forebay spillway riprap, installed and constructed as specified

UNIT BID PRICE	\$ 175.00	\$ 200.00	\$ 150.00	\$ 135.25	\$ 200.00
TOTAL	\$ 5,250.00	\$ 6,000.00	\$ 4,500.00	\$ 4,057.50	\$ 6,000.00
TOTAL "BASE BID"	\$2,160,216.20	\$2,632,966.00	\$1,883,530.00	\$2,098,752.50	\$2,020,251.00

ALTERNATE #1

ITEM #25 / Approx. Estimated Quantity / 720 Sq. yards of full depth pavement, complete as specified for paved parking lot

UNIT BID PRICE	\$ 13.00	\$ 50.00	\$ 87.00	\$ 62.26	\$ 110.00
TOTAL	\$9,360.00	\$ 36,000.00	\$62,640.00	\$44,827.20	\$19,200.00

ITEM #26 / Approx. Estimated Quantity / 1 Parking Lot signs complete

UNIT BID PRICE	\$ 250.00	\$ 410.00	\$ 225.00	\$ 1,138.00	\$ 1,000.00
TOTAL	\$ 250.00	\$ 410.00	\$ 225.00	\$ 1,138.00	\$ 1,000.00

ITEM #27 / Approx. Estimated Quantity / 188 Lin.Ft. of striping as specified

UNIT BID PRICE	\$ 5.80	\$ 13.00	\$ 6.00	\$ 8.85	\$ 10.00
TOTAL	\$1,090.40	\$2,444.00	\$1,128.00	\$1,663.80	\$1,880.00

ITEM #28 / Approx. Estimated Quantity / 9 Installation and construction of concrete wheel stops as specified

UNIT BID PRICE	\$ 100.00	\$ 425.00	\$ 110.00	\$ 190.50	\$ 230.00
TOTAL	\$ 900.00	\$3,825.00	\$ 990.00	\$1,714.50	\$2,070.00

ITEM #29 / Approx. Estimated Quantity / 2 Construction of concrete footings and installation of removable bollards as specified

UNIT BID PRICE	\$ 1,652.00	\$2,100.00	\$ 1,500.00	\$1,891.00	\$ 2,000.00
TOTAL	\$ 3,304.00	\$4,200.00	\$ 3,000.00	\$3,782.00	\$ 4,000.00

ITEM #30 / Approx. Estimated Quantity / 3 Litter receptacles constructed as specified

UNIT BID PRICE	\$ 2,116.00	\$ 2,500.00	\$ 2,300.00	\$ 2,001.50	\$ 3,220.00
TOTAL	\$6,348.00	\$ 7,500.00	\$ 6,900.00	\$ 6,004.50	\$ 6,900.00

ITEM #31 / Approx. Estimated Quantity / 7 Park benches with concrete footings constructed as specified

UNIT BID PRICE	\$2,656.00	\$ 4,000.00	\$ 3,500.00	\$2,552.65	\$20,000.00
TOTAL	\$18,592.00	\$28,000.00	\$24,500.00	\$17,868.55	\$22,540.00

ITEM #32 / Approx. Estimated Quantity / 1 Construction of bioretention area as specified

UNIT BID PRICE	\$16,200.00	\$23,000.00	\$12,000.00	\$ 6,945.00	\$ 40.00
TOTAL	\$16,200.00	\$23,000.00	\$12,000.00	\$ 6,945.00	\$20,000.00

Project

D OPENING TIME

11:00AM

DATE

September 20, 2018

CONTRACTOR
NAME
&
ADDRESSTurco Golf
Suffern, NYArgenio Bros.
Newburgh, NYTomco Const.
Mt. Arlington, NJLet It Grow
River Edge, NJCFI Const.
Johnstown, NY

DATE RECEIVED

TIME RECEIVED

NON COLLUSION
STATEMENTBID BOND or
CERTIFIED CHECK

ITEM #33 / Approx. Estimated Quantity /50 Construction of guide rail area as specified

UNIT BID PRICE	\$ 200.00	\$ 110.00	\$ 84.00	\$ 94.82	\$ 28,910.00
TOTAL	\$ 10,000.00	\$ 5,500.00	\$ 4,200.00	\$ 4,741.00	\$ 139,590.00
TOTAL ALTERNATE #1	\$ 66,044.40	\$ 110,879.00	\$ 115,583.00	\$ 88,684.55	\$ 139,590.00

ALTERNATE #2

ITEM #34 / Approx. Estimated Quantity /221 Lin. Ft. of "North" Laminated timber boardwalk including "North" lookout, including foundation, footings and labor

UNIT BID PRICE	\$ 823.53	\$ 1,035.00	\$ 880.00	\$ 1,052.14	\$ 500.00
TOTAL	\$ 182,000.13	\$ 228,735.00	\$ 194,480.00	\$ 232,522.94	\$ 110,500.00
TOTAL ALTERNATE #2	\$ 182,000.13	\$ 228,735.00	\$ 194,480.00	\$ 232,522.94	\$ 110,500.00

ALTERNATE #3

ITEM #35 / Approx. Estimated Quantity /141 Lin. Ft. of "South" Laminated timber boardwalk and "South" lookout, including foundation, footings and labor

UNIT BID PRICE	\$ 1,117.00	\$ 1,210.00	\$ 950.00	\$ 1,152.19	\$ 500.00
TOTAL	\$ 157,497.00	\$ 170,610.00	\$ 133,950.00	\$ 162,458.79	\$ 70,500.00

ITEM #36 / Approx. Estimated Quantity /1 "South" standalone lookout structure, including foundation. Footings an labor

UNIT BID PRICE	\$ 63,000.00	\$ 47,000.00	\$ 22,357.00	\$ 41,049.00	\$ 8,000.00
TOTAL	\$ 63,000.00	\$ 47,000.00	\$ 22,357.00	\$ 41,049.00	\$ 8,000.00
TOTAL ALTERNATE #3	\$ 220,497.00	\$ 217,610.00	\$ 156,307.00	\$ 203,507.79	\$ 78,500.00

LOCAL LAW NO. ____ OF 2018 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO CHANGE THE ZONE OF PROPERTY LOCATED AT 334 ROUTE 9W,
PALISADES, NY (Tax Lot 78.13-1-1)

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS
FOLLOWS:

Section 1: The Zoning Map of the Town of Orangetown, which establishes the areas and boundaries of the various Town zoning districts, is hereby amended to change the zoning district of the following property:

334 Route 9W, Palisades, New York (Tax Map Designation 78.13-1-1) from the “LO” (Laboratory Office) zoning district to the “OP” (Office Park) zoning district, which metes and bounds description is as follows:

(SEE EXHIBIT ATTACHED)

Section 2: This law shall take effect immediately upon filing with the Secretary of State.

LOCAL LAW NO. ____ OF 2018 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO CHANGE THE ZONE OF PROPERTY LOCATED AT 334 ROUTE 9W,
PALISADES, NY (Tax Lot 78.13-1-1)

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS
FOLLOWS:

Section 1: The Zoning Map of the Town of Orangetown, which establishes the areas and boundaries of the various Town zoning districts, is hereby amended to change the zoning district of the following property:

334 Route 9W, Palisades, New York (Tax Map Designation 78.13-1-1) from the “LO” (Laboratory Office) zoning district to the “OP” (Office Park) zoning district, which metes and bounds description is as follows:

(SEE EXHIBIT ATTACHED)

Section 2: This law shall take effect immediately upon filing with the Secretary of State.

*Attach
to ADOPT
LL HWA Palisades*

EXHIBIT "B"

Legal Description

ALL that certain piece or parcel of property situate, lying and being located in the Town of Orangetown, County of Rockland, State of New York and being more particularly bounded and described as follows:

PARCEL 1:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND, AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY CORNER OF THE PREMISES HEREIN DESCRIBED, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF KNIGHT AT THE WESTERLY SIDE OF NEW YORK STATE ROUTE 9W;

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE SAID WESTERLY SIDE OF NEW YORK STATE ROUTE 9W, SOUTH 12° 14' 30" EAST FOR A DISTANCE OF 565.92 FEET TO A POINT AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF CORNETTA;

THENCE ALONG LANDS NOW OR FORMERLY OF CORNETTA THE FOLLOWING COURSES AND DISTANCES:

SOUTH 73° 29' 36" WEST, 237.55 FEET;

SOUTH 16° 25' 38" EAST, 2.50 FEET;

SOUTH 73° 29' 36" WEST, 69.29 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF RAIMONDO;

THENCE ALONG SAID LANDS OF RAIMONDO, SOUTH 73° 29' 36" WEST FOR A DISTANCE OF 702.39 FEET TO A POINT ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF COLLINS;

THENCE ALONG SAID LANDS OF COLLINS, NORTH 3° 30' 59" WEST FOR A DISTANCE OF 744.67 FEET TO A PIPE ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF THE ROCKLAND COUNTRY CLUB;

THENCE ALONG SAID LANDS NORTH 70° 03' 14" EAST FOR A DISTANCE OF 621.03 FEET TO A POINT ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF KNIGHT;

THENCE ALONG SAID LANDS OF KNIGHT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 9° 33' 50" EAST, 215.88 FEET;

NORTH 69° 53' 16" EAST, 290.69 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL II:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY CORNER OF THE PREMISES HEREIN DESCRIBED, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF BONANNO AND ON THE WESTERLY SIDE OF NEW YORK STATE ROUTE 9W;

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID WESTERLY SIDE OF ROUTE 9W, SOUTH 12° 16' 20" EAST FOR A DISTANCE OF 281.25 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF RAIMONDO;

THENCE ALONG SAID LANDS OF RAIMONDO, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 79° 56' 36" WEST 308.98 FEET;
2. NORTH 11° 35' 04" WEST 244.17 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF BONANNO;

THENCE ALONG SAID SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF BONANNO, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 73° 29' 36" EAST 69.29 FEET;
2. NORTH 16° 25' 38" WEST 2.50 FEET;
3. NORTH 73° 29' 36" EAST 237.55 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL III:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY CORNER OF THE PREMISES HEREIN DESCRIBED, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF THE JOHN M. PERRY POST NO. 1044 OF THE AMERICAN LEGION WHERE IT IS INTERSECTED BY THE EASTERLY LINE OF THE PALSADES INTERSTATE PARK COMMISSION;

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF SAID LANDS OF THE JOHN M. PERRY POST NO. 1044 OF THE AMERICAN LEGION, NORTH $76^{\circ} 14' 06''$ EAST FOR A DISTANCE OF 192.40 FEET TO AN IRON PIPE AND LANDS OF THE ROCKLAND COUNTRY CLUB;

THENCE TURNING AND RUNNING ALONG SAID LAND NOW OR FORMERLY OF THE ROCKLAND COUNTRY CLUB, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH $19^{\circ} 06' 07''$ EAST 24.01 FEET TO AN IRON PIPE;
2. NORTH $73^{\circ} 41' 16''$ EAST 1,169.27 FEET;
3. NORTH $74^{\circ} 48' 15''$ EAST 700.01 FEET;
4. SOUTH $15^{\circ} 46' 09''$ EAST 32.44 FEET TO THE MEAN CENTERLINE OF A STONE WALL;

THENCE ALONG THE MEAN CENTERLINE OF SAID STONE WALL, THE FOLLOWING COURSES AND DISTANCES:

5. SOUTH $14^{\circ} 09' 55''$ EAST 52.50 FEET;
6. SOUTH $15^{\circ} 49' 44''$ EAST 65.51 FEET TO A POINT;

THENCE CONTINUING ALONG SAID LANDS OF THE ROCKLAND COUNTRY CLUB:

7. NORTH $70^{\circ} 07' 33''$ EAST 538.97 FEET TO AN IRON PIPE ON THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF BONANNO;
- THENCE ALONG THE WESTERLY LINE OF SAID LANDS OF BONANNO, SOUTH $3^{\circ} 30' 59''$ EAST FOR A DISTANCE OF 744.67 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF RAIMONDO;

THENCE TURNING AND RUNNING ALONG THE NORTHERLY AND WESTERLY LINE OF LANDS OF RAIMONDO, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH $73^{\circ} 22' 03''$ WEST 869.53 FEET TO A MONUMENT;
2. SOUTH $4^{\circ} 03' 04''$ EAST 257.69 FEET TO A MONUMENT;

3. SOUTH 4° 05' 55" EAST 23.15 FEET TO A PIPE;

4. SOUTH 4° 34' 49" EAST 245.13 FEET TO A PIPE AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF ANDERSON;

THENCE ALONG SAID LANDS OF ANDERSON, SOUTH 4° 33' 50" EAST FOR A DISTANCE OF 122.38 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF PALISADES PARKWAY GARDENS;

THENCE ALONG SAID PALISADES PARKWAY GARDENS, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 88° 22' 51" WEST 523.70 FEET;

2. SOUTH 48° 57' 36" WEST 442.03 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF THE PALISADES INTERSTATE PARK COMMISSION;

THENCE ALONG SAID PALISADES INTERSTATE PARK COMMISSION THE FOLLOWING:

1. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,329.00 FEET AND A LENGTH OF 723.49 FEET TO A MONUMENT;

2. THENCE SOUTH 87° 13' 17" EAST FOR A DISTANCE OF 56.22 FEET TO A MONUMENT;

3. THENCE NORTH 4° 40' 31" WEST FOR A DISTANCE 36.32 FEET TO A MONUMENT;

4. THENCE NORTH 87° 13' 17" WEST FOR A DISTANCE OF 84.28 FEET TO A MONUMENT;

5. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,329.00 FEET AND A LENGTH OF 473.02 FEET TO A MONUMENT;

6. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,891.00 FEET AND A LENGTH OF 232.93 FEET TO A MONUMENT;

7. THENCE NORTH 2° 13' 29" EAST FOR A DISTANCE OF 144.31 FEET TO A MONUMENT;

8. THENCE NORTH 7° 54' 59" WEST FOR A DISTANCE OF 90.25 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL IV:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF NEW YORK STATE ROUTE 9W AT THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF CORNETTA;

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID WESTERLY SIDE OF ROUTE 9W THE FOLLOWING COURSES AND DISTANCES:

SOUTH 11° 43' 44" EAST, 49.61 FEET TO A MONUMENT;

SOUTH 79° 56' 36" WEST, 6.00 FEET TO A PIPE;

SOUTH 17° 18' 24" EAST, 200.00 FEET;

SOUTH 20° 16' 50" EAST, 118.36 FEET TO A PIPE AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF ANDERSON;

THENCE ALONG SAID LANDS OF ANDERSON, SOUTH 77° 14' 09" WEST,

1,973.90 FEET TO A PIPE ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF COLLINS;

THENCE ALONG SAID LANDS OF COLLINS THE FOLLOWING COURSES AND DISTANCES:

NORTH 4° 34' 49" WEST, 245.13 FEET TO A PIPE;

NORTH 4° 05' 55" WEST, 23.15 FEET TO A MONUMENT,

NORTH 4° 03' 04" WEST, 257.69 FEET TO A MONUMENT;

NORTH 73° 22' 03" EAST, 869.53 FEET TO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF BONANNO;

THENCE ALONG THE SOUTHERLY LINE OF LANDS OF SAID BONANNO, NORTH 73° 29' 36" EAST FOR A DISTANCE OF 702.39 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF CORNETTA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF LANDS OF SAID CORNETTA THE FOLLOWING COURSES AND DISTANCES:

SOUTH 11° 35' 04" EAST, 244.17 FEET;

NORTH 79° 56' 36" EAST, 308.98 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL V:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY CORNER OF THE PREMISES HEREIN DESCRIBED, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF RAIMONDO, SAID POINT ALSO BEING 1,323.61 FEET AS MEASURED WESTERLY ALONG SAID SOUTHERLY LINE OF LANDS OF RAIMONDO FROM A PIPE AT THE WESTERLY SIDE OF NEW YORK STATE ROUTE 9W;

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG OTHER LANDS NOW OR FORMERLY OF ANDERSON, SOUTH 12° 50' 04" EAST FOR A DISTANCE OF 323.22 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF BOWLING;

THENCE ALONG SAID LANDS OF BOWLING AND ALONG LANDS NOW OR FORMERLY OF EWING AND PARTIALLY ALONG THE MEAN CENTERLINE OF A STONE WALL THE FOLLOWING COURSES AND DISTANCES:

SOUTH 77° 09' 56" WEST, 173.94 FEET;

SOUTH 77° 16' 56" WEST, 523.30 FEET TO A PIPE AT THE NORTHWESTERLY CORNER OF LANDS OF SAID EWING AND THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF PALISADES PARKWAY GARDENS;

THENCE ALONG SAID LANDS OF PALISADES PARKWAY GARDENS, NORTH 4° 33' 50" WEST FOR A DISTANCE OF 203.97 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF COLLINS;

THENCE ALONG SAID LANDS OF COLLINS, NORTH 4° 33' 50" WEST FOR A DISTANCE OF 122.38 FEET TO A PIPE AT THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF RAIMONDO;

THENCE ALONG SAID LANDS OF RAIMONDO, NORTH 77° 14' 09" EAST FOR A DISTANCE OF 650.29 FEET TO THE POINT AND PLACE OF BEGINNING.

PERIMETER DESCRIPTION:

ALL THAT CERTAIN PIECE OR PARCEL OF PROPERTY SITUATE, LYING AND BEING LOCATED IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND, STATE OF

NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE DIVISION LINE BETWEEN PROPERTY NOW OR FORMERLY ANDERSON, THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PROPERTY AND THE WESTERLY SIDE OF NEW YORK STATE ROUTE NO. 9W, (S.H. 8250), AKA HIGHLAND AVENUE, AS WIDENED, SAID POINT BEING THE SOUTHWEST CORNER OF "NEW YORK STATE DEPARTMENT OF TRANSPORTATION ACQUISITION MAP NO. 46, PARCEL 54";

THENCE FROM SAID POINT OF BEGINNING ALONG SAID PROPERTY OF ANDERSON, SOUTH 77° 14' 09" WEST, A DISTANCE OF 1,319.67 FEET TO A MONUMENT;

THENCE SOUTH 12° 50' 04" EAST, A DISTANCE OF 323.22 FEET TO A STONE WALL AND PROPERTY NOW OR FORMERLY DOWLING;

THENCE ALONG SAID PROPERTY NOW OR FORMERLY DOWLING AND GENERALLY ALONG A STONE WALL, SOUTH 77° 09' 56" WEST, A DISTANCE OF 173.94 FEET TO A MONUMENT;

THENCE ALONG PROPERTY NOW OR FORMERLY EWING AND GENERALLY ALONG A STONE WALL, SOUTH 77° 16' 36" WEST, A DISTANCE OF 523.30 FEET TO A MONUMENT;

THENCE NORTHERLY, WESTERLY AND SOUTHWESTERLY ALONG PROPERTY NOW OR FORMERLY PALISADES PARKWAY GARDENS THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 04° 33' 50" WEST, A DISTANCE OF 203.97 FEET TO A MONUMENT;
 2. SOUTH 88° 22' 51" WEST, A DISTANCE OF 523.70 FEET TO A MONUMENT;
 3. SOUTH 48° 57' 36" WEST, A DISTANCE OF 442.03 FEET TO A MONUMENT AND THE NORTHEASTERLY SIDE OF THE PALISADES INTERSTATE PARK COMMISSION;
- THENCE NORTHWESTERLY ALONG THE AFORESAID PALISADES INTERSTATE PARK COMMISSION THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. A DISTANCE OF 723.49 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES SOUTH 58° 28' 32" WEST A RADIUS OF 5,329.00 FEET, AND HAVING A CENTRAL ANGLE OF 07° 46' 40" TO A MONUMENT;
2. THENCE SOUTH 87° 13' 17" EAST, DISTANCE OF 56.22 FEET TO A POINT;
3. THENCE NORTH 04° 40' 31" WEST, A DISTANCE OF 36.32 FEET TO A MONUMENT;

4. THENCE NORTH 87° 13' 17" WEST, A DISTANCE OF 84.28 FEET TO A MONUMENT;

5. THENCE NORTHWESTERLY; A DISTANCE OF 473.02 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES SOUTH 50° 10' 27" WEST A RADIUS OF 5,329.00 FEET, AND HAVING A CENTRAL ANGLE OF 03° 05' 09" TO A MONUMENT;

6. THENCE NORTHWESTERLY, A DISTANCE OF 232.93 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 4,891.00 FEET AND A CENTRAL ANGLE OF 02° 43' 43" TO A MONUMENT ON THE EASTERLY SIDE OF NEW YORK STATE ROUTE NO. 340, (AKA CARTERET ROAD);

THENCE ALONG SAID EASTERLY SIDE OF NEW YORK STATE ROUTE NO. 340, (AKA CARTERET ROAD), NORTH 02° 13' 29" EAST, A DISTANCE OF 144.31 FEET; AND

THENCE NORTH 07° 54' 59" WEST, A DISTANCE OF 90.25 FEET TO A REBAR SET ON THE SOUTHERLY SIDE OF PROPERTY NOW OR FORMERLY JOHN M. PERRY POST #1044 OF THE AMERICAN LEGION;

THENCE ALONG SAID DIVISION LINE, NORTH 76° 14' 06" EAST, A DISTANCE OF 192.40 FEET TO A MONUMENT;

THENCE SOUTH 19° 06' 07" EAST, A DISTANCE OF 24.01 FEET TO A MONUMENT;

THENCE ALONG SAID PROPERTY NOW OR FORMERLY JOHN M. PERRY POST #1044 OF THE AMERICAN LEGION AND PROPERTY NOW OR FORMERLY ROCKLAND COUNTY CLUB, NORTH 73° 41' 16" EAST, A DISTANCE OF 1,169.27 FEET TO A MONUMENT;

THENCE NORTH 74° 48' 15" EAST, A DISTANCE OF 700.01 FEET TO A MONUMENT;

THENCE ALONG THE MEAN CENTERLINE OF A STONE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 15° 46' 09" EAST, A DISTANCE OF 32.44 FEET TO A MONUMENT;

2. SOUTH 14° 09' 55" EAST, A DISTANCE OF 52.50 FEET TO A MONUMENT;

3. SOUTH 15° 49' 44" EAST, A DISTANCE OF 65.51 FEET TO A MONUMENT;

THENCE CONTINUING ALONG SAID PROPERTY NOW OR FORMERLY ROCKLAND CLUB, NORTH 70° 07' 33" EAST, A DISTANCE OF 538.97 FEET TO A MONUMENT;

THENCE NORTH 70° 03' 14" EAST, A DISTANCE OF 621.03 FEET TO A MONUMENT;

THENCE ALONG SAID PROPERTY NOW OR FORMERLY OF KNIGHT, SOUTH $09^{\circ} 33' 50''$ EAST, A DISTANCE OF 215.88 FEET TO A MONUMENT;

THENCE NORTH $69^{\circ} 53' 16''$ EAST, A DISTANCE OF 286.76 FEET TO THE NORTHWEST CORNER OF "OUT PARCEL TO BE DEDICATED TO THE PEOPLE OF THE STATE OF NEW YORK";

THENCE ALONG SAID WESTERLY SIDE OF "OUT PARCEL TO BE DEDICATED TO THE PEOPLE OF THE STATE OF NEW YORK", SOUTH $10^{\circ} 33' 26''$ EAST, A DISTANCE OF 453.91 FEET;

THENCE SOUTH $49^{\circ} 15' 43''$ EAST, A DISTANCE OF 5.73 FEET TO THE NORTHWEST CORNER OF NEW YORK STATE DEPARTMENT OF TRANSPORTATION ACQUISITION PARCEL 54, MAP NO. 46;

THENCE ALONG THE WESTERLY SIDE OF PARCEL 54 AS SHOWN ON NEW YORK STATE DEPARTMENT OF TRANSPORTATION ACQUISITION MAP NO. 46 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

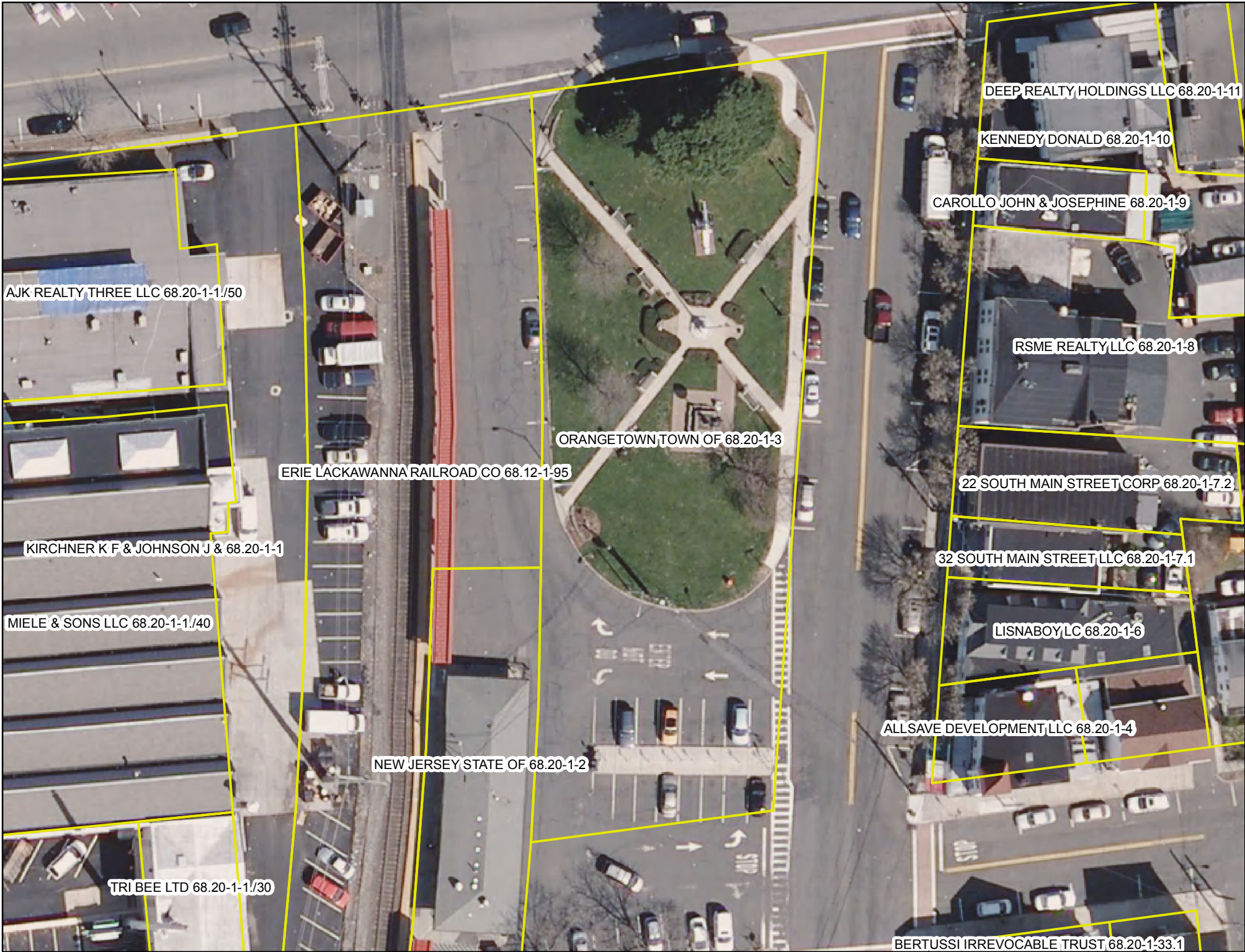
1. SOUTH $11^{\circ} 03' 39''$ EAST, A DISTANCE OF 195.00 FEET;

2. SOUTH $15^{\circ} 42' 40''$ EAST, A DISTANCE OF 108.07 FEET;

3. SOUTH $12^{\circ} 06' 09''$ EAST, A DISTANCE OF 41.00 FEET;

4. SOUTHERLY, A DISTANCE OF 120.85 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,909.00 FEET AND A CENTRAL ANGLE OF $02^{\circ} 22' 49''$;

5. SOUTHERLY, A DISTANCE OF 291.68 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,949.00 FEET AND A CENTRAL ANGLE OF $08^{\circ} 34' 29''$ TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PROPERTY, THE POINT AND PLACE OF BEGINNING.



AJK REALTY THREE LLC 68.20-1-1/50

KIRCHNER K F & JOHNSON J & 68.20-1-1

MIELE & SONS LLC 68.20-1-1/40

TRI BEE LTD 68.20-1-1/30

ERIE LACKAWANNA RAILROAD CO 68.12-1-95

ORANGETOWN TOWN OF 68.20-1-3

NEW JERSEY STATE OF 68.20-1-2

DEEP REALTY HOLDINGS LLC 68.20-1-11

KENNEDY DONALD 68.20-1-10

CAROLLO JOHN & JOSEPHINE 68.20-1-9

RSME REALTY LLC 68.20-1-8

22 SOUTH MAIN STREET CORP 68.20-1-7.2

32 SOUTH MAIN STREET LLC 68.20-1-7.1

LISNABOY LC 68.20-1-6

ALLSAVE DEVELOPMENT LLC 68.20-1-4

BERTUSSI IRREVOCABLE TRUST 68.20-1-33.1





Decorating Service Proposal

Pearl River Chamber of Commerce
P.O. BOX 829
Pearl River, NY 10965

8/20/2018

Pre-Pay by October 1st and Save 5%

Description	Location	Color	Total
Install Existing Display that includes: Purchase of Fresh garland for lamp posts Lights and 18" bows on garland on lamp posts 4 foot pole mount snowflakes on central ave 5.5 foot pole mount snowflakes on telephone poles at corner of Rte 304 Over the street skylines below railroad tracks and at Central Ave field			14,500.00
Subtotal before pre-pay discount			14,500.00
Rockland Sales Tax			1,214.38
Total after October 1			15,714.38
A 50% deposit of above total is required if pre-payment is not made.			
Pre-Pay in full by October 1 and SAVE!			-785.72

Your October 1st Pre-Paid Total **\$14,928.66**

Full Pre-payments must be made by check or cash, NOT credit card in order to qualify for the 5% discount

- ☐ I would like to make my 50% deposit
☐ I would like to make my FULL pre-payment

CC# _____ Exp Date _____ Security Code _____

**Pre-payment dates are non-negotiable and payments must be received by the designated date.
Remaining balances are due upon installation.**

Terms and Conditions

Please sign and date in the designated area on the proposal and return to us at your earliest convenience. I hvae read, understand and agree to the policies, terms and conditions outlined on the reverse of this page. Customer has the right to rescind this contract by giving written notice to the service provider within three days from the date below.

Installation services begin approximately October 15th.

I would prefer my display be taken down on or about _____

Please note installation dates are on a first come first serve basis, we will do our best to accomodate any requests.

Signature: _____ Date: _____ Print Name: _____

Christmas Lighting Company
228 East Rte 59, Suite 104
Nanuet, NY 10954
845-920-1771

PEARL RIVER METER DISTRICT

UPDATED: 12/20/2010

W. WASHINGTON AVE
E. WASHINGTON AVE
W. CENTRAL AVE
E. CENTRAL AVE
FRANKLIN AVE
N. MAIN ST
S. MAIN ST
N. WILLIAM ST
S. WILLIAM ST
MUNICIPAL DR
S. JOHN ST

ROUTE 304 (PEARL ST.)
ROUTE 304 (PEARL ST.)

RAILROAD AVE
RAILROAD AVE
RAILROAD AVE

MTA-PASCACK VALLEY LINE
MTA-PASCACK VALLEY LINE
MTA-PASCACK VALLEY LINE

RAILROAD STATION

POLICE BOOTH
FIRE HOUSE
POST OFFICE

LOT 1
LOT 2
LOT 3

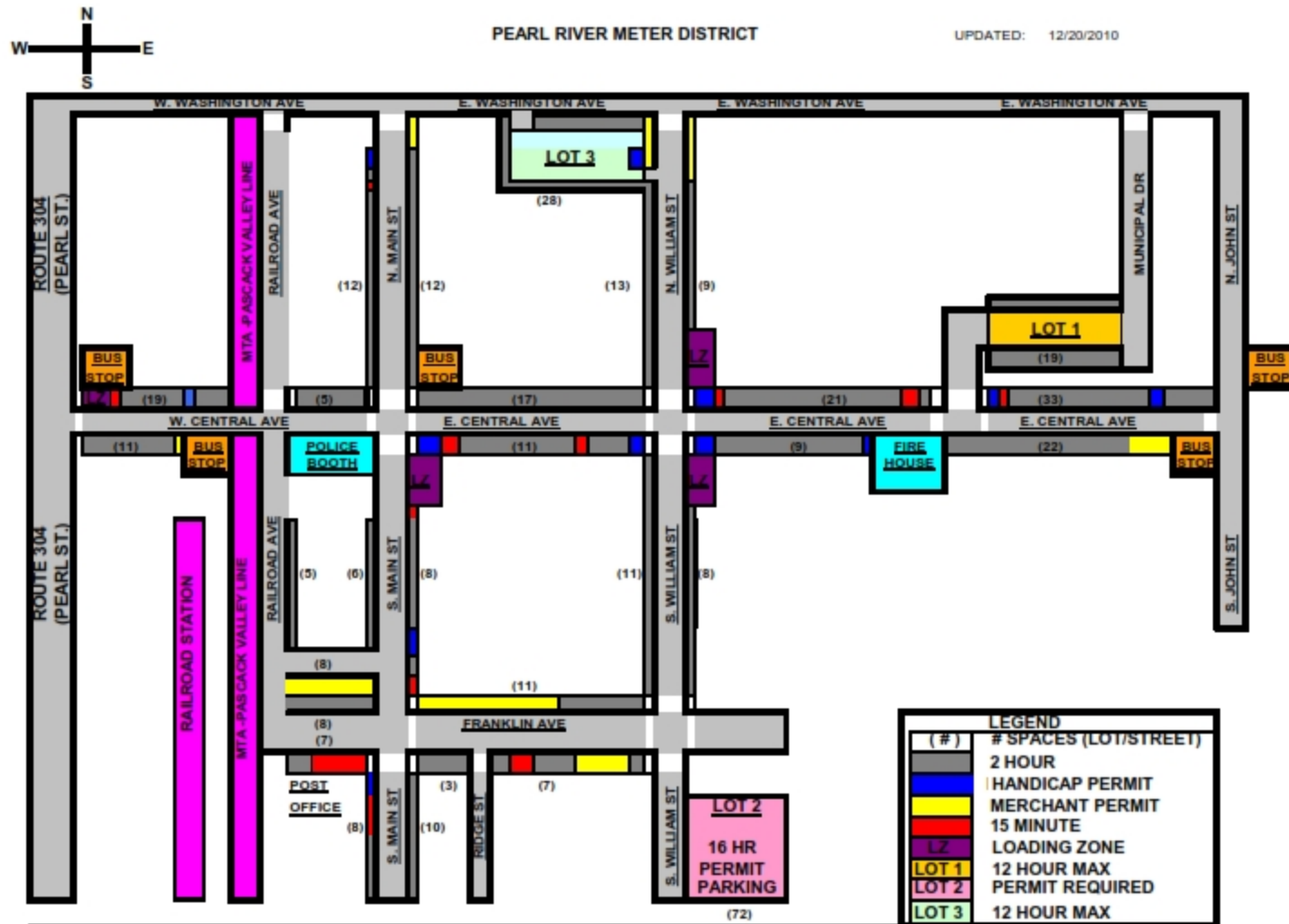
16 HR PERMIT PARKING

BUS STOP
BUS STOP
BUS STOP
BUS STOP
BUS STOP
BUS STOP

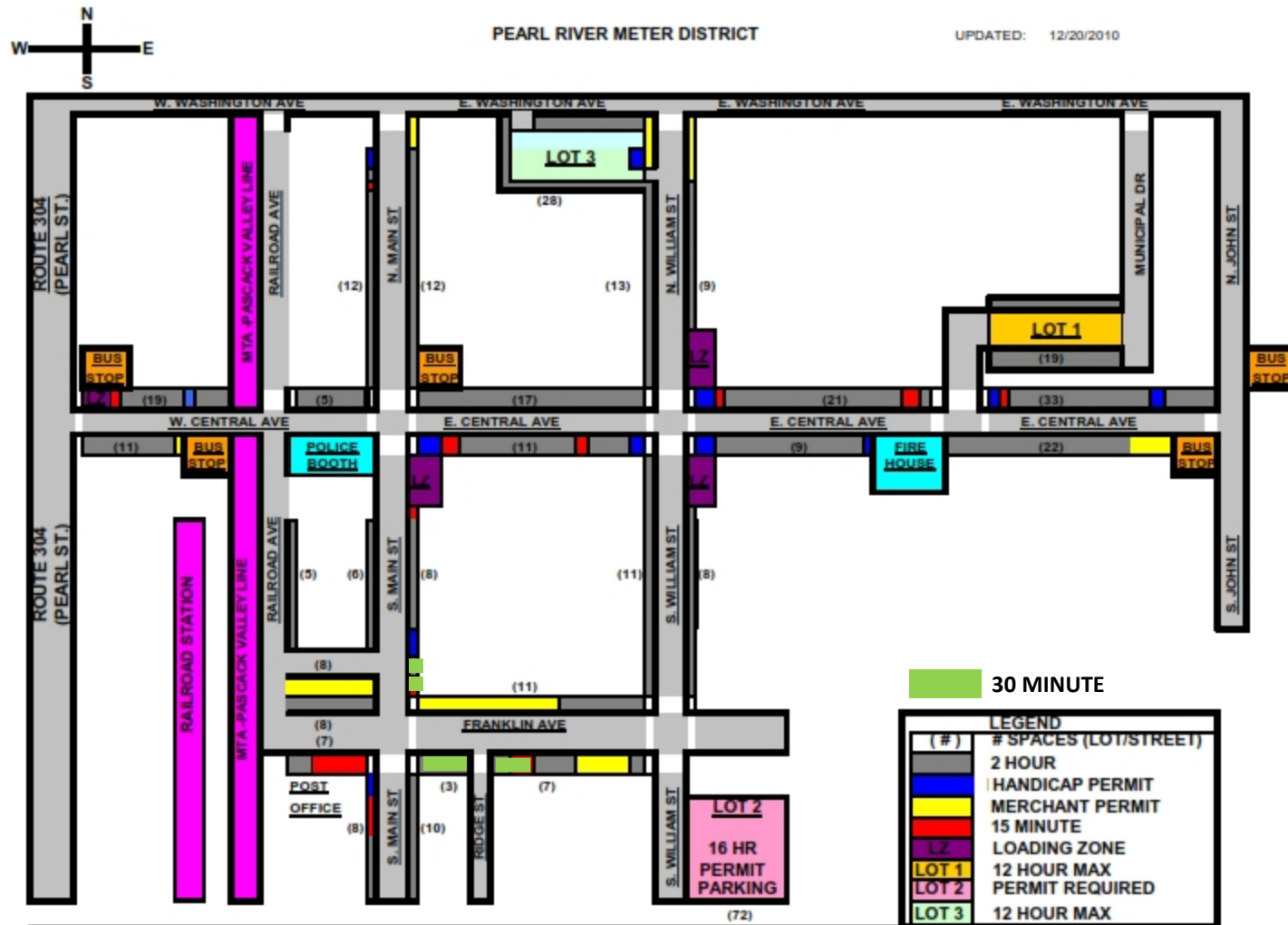
(19) (12) (13) (9) (17) (21) (33) (11) (9) (22) (8) (11) (8) (11) (7) (3) (7) (10) (8) (72)

LEGEND

(#)	# SPACES (LOT/STREET)
Grey	2 HOUR
Blue	HANDICAP PERMIT
Yellow	MERCHANT PERMIT
Red	15 MINUTE
Purple	LOADING ZONE
Orange	LOT 1 12 HOUR MAX
Pink	LOT 2 PERMIT REQUIRED
Green	LOT 3 12 HOUR MAX



Possible New Pearl River Parking Map w/30 min zones



Town of Orangetown
Electric Vehicle Charging Stations
Sparkill Depot Square



0 10 20 40 60 80 Feet



MAIN ST

DEPOT SQ

Town of Orangetown
Electric Vehicle Charging Stations
Braunsdorf Park, Pearl River



0 5 10 20 30 40 Feet

TRAL AV

RAILROAD AV

S MAIN ST

EV

EV



Town of Orangetown

Rockland County

Proposal for Municipity™ Integrated Parcel Management Software

March 27, 2018

Valid for 3 months



Bruce Cadman
Director of Sales
518-441-6496

BCadman@generalcode.com

CONTENTS

Executive Summary.....	3
Recommendation.....	4
Project Deliverables	5
SAMPLE Implementation Timeline	15
Investment Detail & Options	16
Authorization & Agreement.....	17
Appendix A - Muncity™ Recommended Minimum Specifications.....	19
Appendix B – Muncity Parcel Management Software Assurance Plan Program Details.....	20
Appendix C – Muncity training sample	22
Appendix D – REFERENCES.....	26

EXECUTIVE SUMMARY

ABOUT GENERAL CODE

Serving the needs of local government for over 55 years, General Code, LLC has provided a variety of products and services to more than 3,000 clients throughout the United States, including the Muncity™ Integrated Parcel Management Suite. Our staff has developed, implemented and maintained many projects for various local governments, ranging from small towns and villages to major cities and counties.

On November 16, 2017 it was announced that General Code, LLC became a wholly-owned subsidiary of the International Code Council (ICC). The decision to bring these complementary organizations together was based on the desire to deliver a broader set of digital solutions for ICC members.

“This acquisition of General Code will provide a perfect complement to our product and service portfolio,” said Code Council Chief Executive Officer Dominic Sims, CBO. “We are strategically aligned with similar missions and goals, focused on safety and serving our members and customers.”

SITUATION ANALYSIS:

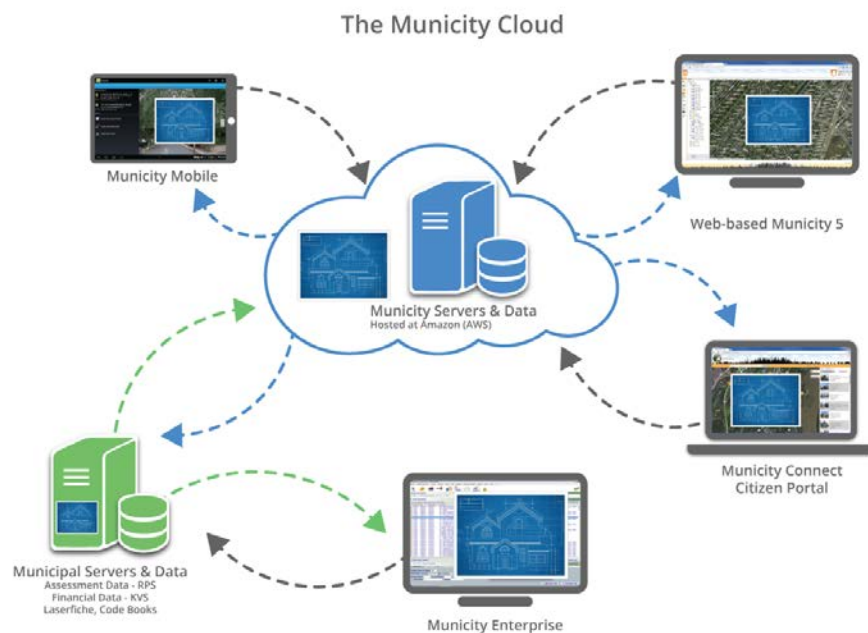
The Town of Orangetown’s challenges will be met and goals achieved through the implementation of General Code’s Muncity™ Integrated Parcel Management Suite. Combined with the necessary application customization services and training, this powerful project and parcel data management tool will provide the Town of Orangetown with a cost-effective means of automating the planning, zoning and development processes and provide fast, easy access to all parcel and project information.

The investment is explained in detail in the investment section of this proposal and is based on the requirements identified by the Town as well as the specifications and services required to gather and input information into the system, install the software, and train the staff to utilize the features and functionality of the Muncity Suite.

RECOMMENDATION

THE MUNICITY SUITE

The Muncity Software Suite is a set of software products that work together to provide your municipality with the best functionality that serves the needs of each user and usage environment. At the core of the system is a Microsoft SQL database that contains all your municipal data – parcels, owners, building permits, violations, variances, fees, etc. All of the modules of Muncity access and update this database in real-time so there is no synchronizing required or lag time between activities. **Muncity 5** is the web-based interface for Muncity which provides users access to all Muncity data anywhere with an Internet connection, as well as some enhanced functionality like advanced analytics and reporting. Muncity 5 also includes advanced GIS capabilities that enable you to visualize all your parcel data, permits, complaints, inspections, etc. via a geographical (map) interface. **Muncity Mobile** combines the ease of use of a tablet or smart phone with the power and functionality of Muncity. Users can complete inspections, issues stop work order or violations, take photos, or just access any Muncity data necessary to be as productive as possible in the field. Finally, the Muncity Citizen module allows the municipality to extend the information from the Muncity database to a public web-site, reducing calls and foot traffic into the office. Optionally the **Muncity Connect** module can be utilized to accept on-line permit application and allow users, via a log-in, to track the status of their applications and permits.

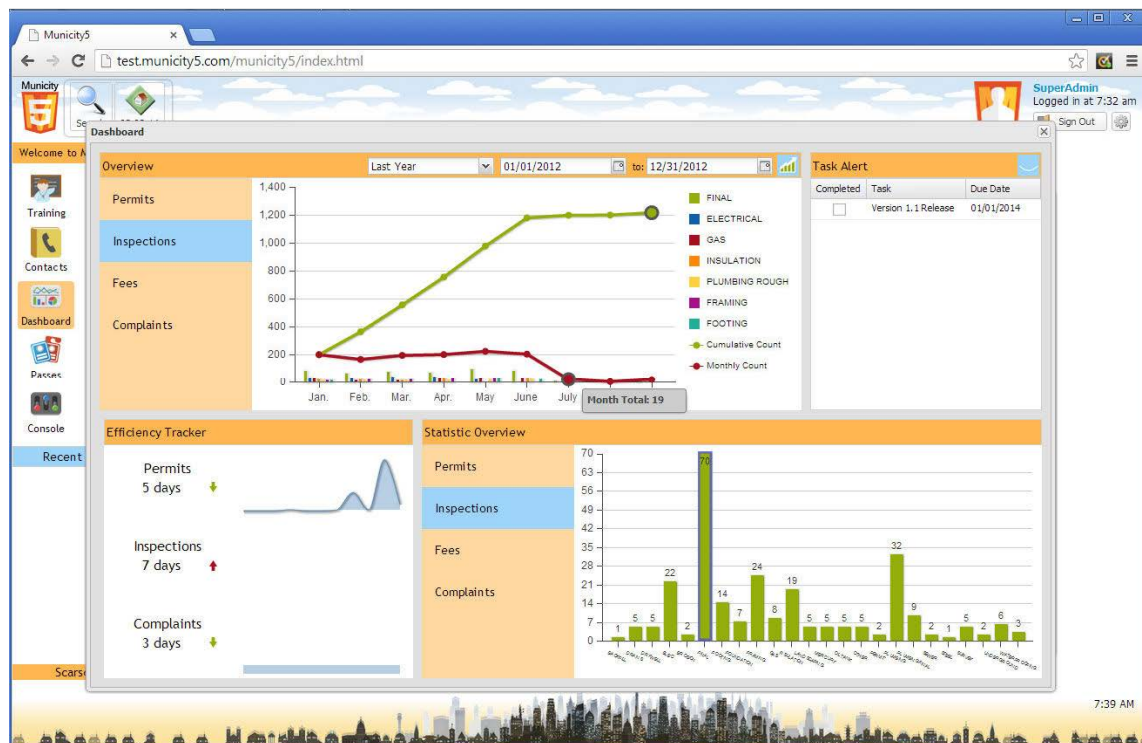


General Code staff will spend the pre-installation time necessary to preload the data information provided by the Town into the Muncity software. This includes: parcel data, fee schedules, mapping integration, zones, and historical data conversion (permits, complaints, etc.). The included standard forms and reports will be updated to include your municipality's logos and standard text. Customized forms and reports can be created at an additional cost.

PROJECT DELIVERABLES

MUNICITY 5 – WEB BASED MUNICIPALITY:

Dashboard / Analytics - View all the latest activities of your department, such as applications submitted, permits issued, complaints issued, inspections completed, tasks assigned, etc. Customize the dashboard to your preferences by choosing from a variety of graphs and data views.



Muncity 5 - Dashboard

Parcel Information - Search for parcels by owner, address, parcel number and then view all parcel assessment information, including owner, owner's address, zoning, property class, acreage, etc. Muncity captures full property history, including ownership changes and historical ownership information.

Search

williams

Lookup: Parcel

Currently Displaying Parcel

- 562-19-006
6336 Brecksville Rd
Sandra S. Williams
- 562-30-098
4195 Cedarwood Ct
Steven J. & Georgia T. Williams
- 562-35-016
6613 Great Oaks Pkwy
Michael B. & Colleen Williamson
- 562-36-014
4801 Chestnut Oval
Winson W. Williams
- 563-06-061
6830 Dora Blvd
Claudette D. Williams

Parcel 563-06-125
563 06 125
Independence, OH 44131

Refresh Print Map Help

Overview

Owner	William J Mathews 6830 Dora Blvd Independence, OH 44131	Property Class	R	Building Info		Sq. Footage
Zone	U-1	Flood Zone	No	Land Value	100000	Year Built
Acreage	.23	Neighborhood		Total Value	230000	Heating System
Building Style		No. of Bedrooms		No. of Bathrooms		Fuel Type
		No. of Stories				Water Supply Condition

Groups [+ Create Group](#)

- ☒ Address/Tax Info
- ☐ Property Information

Address/Tax Info

Print Key: 563-06-125

Flood Zone: No

Zone: U-1

Legal Address: 563 06 125

City: Independence

State: OH

Zipcode: 44131

Property Class:

Comments **Notes** **Additional**

Property created - 2008, LandCo Subdivision

[Save Changes](#)

Parcel 563-06-125

Parcel 563-06-125
563 06 125
Independence, OH 44131

Overview

Contacts

OWNER [Edit](#)

William J Mathews
6830 Dora Blvd
Independence, OH 44131
[Phone](#)
[Email](#)

Previous Owner [Edit](#)

Russell Sarver
2481 South Jefferson
Lorain, OH 44052
[Phone](#)
[Email](#)

Overview

Contacts

Items (0 / 0)

Media

Notifications

Subscriptions

Muncity 5 – Parcel Editor and Contact Management

Communications - The Muncity 5 software has a fully integrated Posting/Notification system that allows users to follow all actions that have occurred on a parcel, permit or violation. This includes general comments added by users and program generated actions such as approving a permit or passing/failing and inspection. These posts are visible on each item in the program and optionally users (office staff /

inspectors) can become a “follower” of an item and receive notifications via email, text messages or Twitter when an action has occurred. In conjunction with the Municipality 5 – Public Module residents and contractors can also “follow” an item and get notifications when something occurs such as their building permit being issued or an inspection being completed.

Permitting - The permitting module of Municipality allows users to track all activities on a permit including permit type, status, construction cost, contractors, inspections, fees, and tasks. The permit editor is extremely flexible and can be customized by the users to display whatever information they require and arrange it in the order they find most convenient.

Permit Wizard for: 563 06 125 Editors

Type: RENOVATION - INTERIOR Status: PENDING Permit Number: Permit Number

Application Date: 12/18/2017 Permit Date: Permit Date Expiration Date: 12/17/2018 Assigned To: Assigned To

Group #: Group # Construction Cost: 10000 Square Footage: Square Footage Residential/Commercial: Residential

Description:
Kitchen rehab. New sink, counter tops, fixtures. New line for gas stove.

Owner / Tenant / Applicant Add Contact

Fullname	Role	Phone	Email	Applicant	Delete
William J Mathews	OWNER			<input type="checkbox"/>	×
Dale Cooper	Contractor			<input checked="" type="checkbox"/>	×

Add Fees? Yes No

Add Fee Bulk Pay Fees

Fee Type	Description	Amount	Paid	Date Paid	Pay Type	Check #	
1 State Fee	1%	25	<input checked="" type="checkbox"/>	12/18/2017			×
Alter / Remod...	820-0300-48181	25000	<input checked="" type="checkbox"/>	12/18/2017			×

Total Due: \$25,025.00 Total Paid: \$25,025.00

Add Inspections? Yes No

Add Inspection Edit Inspection Types

Inspection Type	Sch Date	Start Time	All Day	Inspector	
ROUGH-IN			<input type="checkbox"/>		×
ELECTRICAL ROUGH			<input type="checkbox"/>		×
PLUMBING ROUGH			<input type="checkbox"/>		×

Municipality 5 – Permit Creation Wizard

Permits – Tracks all building permits from acceptance of an application through completion of inspections, and final issuance of CO's or CC's.

Permit Inspections – Full tracking and scheduling of inspections, including checklists, documents and pictures. Pre-defined inspection templates can be created for each permit-type to ensure all inspections are completed before a permit is closed.

Permit Fees – Track all fees related to each building permit.

Permit Tasks– Assign tasks that have to be completed prior to permit issuance. Create tasks based on templates and automatically assign them to the responsible parties. Get notification when tasks are completed.

Workflow – Customize your permit/application workflow to your liking. Permit Templates allow users to define processes (reviews, inspections, fees, etc.) based on permit type.

Code Enforcement - Track all complaint activity including issuance of violations based on the town code, state building code or fire code. Create summons, track court appearances, levy fines, and attach pictures and documents. Create documents such as notice of violation, accusatory, affidavits of service.

White Plains Building Department
 7-11 South Broadway, Suite 100
 White Plains, New York 10601
 Ph(914)422-1269 Fax(914)422-1471

NOTICE AND ORDER

Record Owner of Title: HABERMANN, J P & V A **Complaint #:** 13-0077
Legal Address: 120 MILES AVE **Date of Complaint:** 2/11/2013
Sec/Bldg/Lot: 130.20-12-14

PLEASE TAKE NOTICE THAT the property described above, including any improvements thereon, which is owned, occupied, or operated by you or in which you have an interest, is in violation of the Code of White Plains Building Department.

YOU ARE THEREFORE DIRECTED AND ORDERED to rectify immediate and comply with the law and to remedy the conditions above mentioned days from the date of this notice if you have any questions, please contact this department between 8:30 am and 4:30 p.m. at Ph (914)422-1269 Fax (914)422-1471.

Failure to comply with this order is punishable by a fine not exceeding two hundred and fifty (\$250.00) dollars or by imprisonment not exceeding fifteen (15) days, or both such fine and imprisonment. Each day of such violation shall constitute a separate offense.

Dated: 2/21/2013 By Order Of: _____

_____ being duly sworn, deposes and says that deponent is over 18 years of age and is a _____ in the Building Department of the White Plains Building Department.

That on the day _____ at _____ A.M. Deponent served this Notice by Posting on the front door of said premises a true copy of said Notice, or by certified mail with return receipt requested.

_____ being duly sworn, deposes and says: That Deponent is over 18 years of age and is employed in the Department of Architecture, Land Use Development, Buildings, and Building Compliance of the White Plains Building Department. That on _____ Your deponent served the Notice and Order set forth above, together with the Memorandum of Violations annexed thereto, on each of the parties above named as their respective addresses above set forth, by depositing true copies of the Notice and Order and the Memorandum of Violations, together with a true and correct return receipt, at each of these residences above set forth.

Muncity 5 Complaint – Notice Printout

Printing – Muncity 5 is delivered with several standard printouts. These documents include:

- Parcel Information / History / Title Search.
- Permits.
- Approval / Denial Letters.
- Certificates (CO, CC, Temporary CO).
- Inspection Results (Passed / Failed Letter).
- Daily Inspection Schedule.
- Complaint Notice.
- Accusatory / Affidavit.
- Summons / Appearance Ticket

Media – Attach any electronic files to you parcels, permits, inspections or complaints. Upload pictures, documents, PDF files, and videos, whatever and then rearrange into subdirectories. Print or email the files. View all pictures in a slideshow, add notes, or download to your computer.

Appointment Calendar - Fully integrated appointment calendar for scheduling of inspections. With appropriate user rights you can view multiple inspectors from one calendar and re-assign or re- schedule inspections. Completing inspections from the calendar automatically completes the inspections on the associated permit. You may also sync your Muncity calendar with Microsoft Outlook or Google Calendar.

Reports – Muncity 5 comes standard with the following reports:

- Applications Submitted
- Permits Issued
- Permits Issued w/ Cost of Construction
- Expired Permits
- Certificates (COs/CCs) Issued
- Temporary COs Issued
- Complaints / Violations Issued
- Open Complaints / Violations
- Resolved Complaints / Violations
- Inspections Completed
- Overdue Inspections
- Fees Collected
- Unpaid Fees

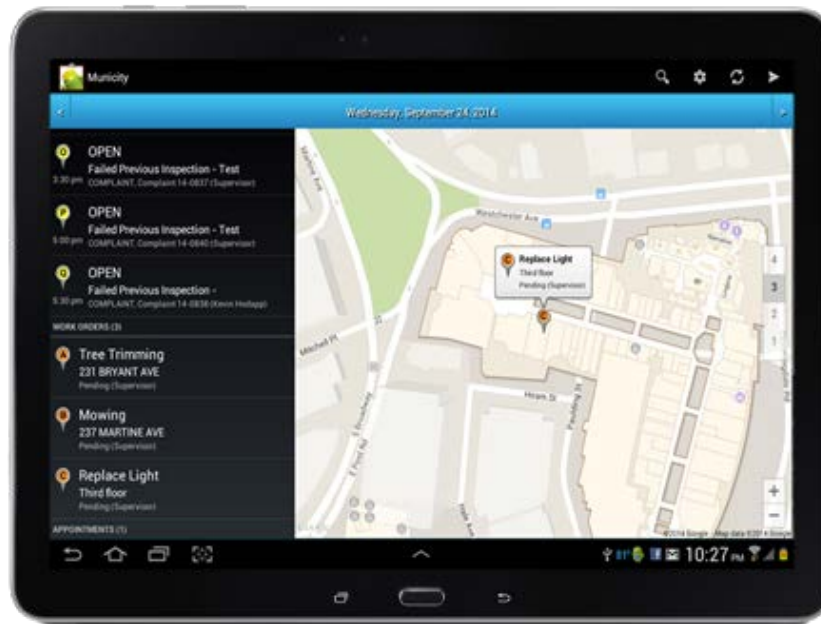
Any additional custom reports can be configured by Helpdesk Staff at no additional cost.

Contact Management – Fully integrated contact manager allows you to track all your contact information, including contractor insurance, worker’s comp. and basic licensing.

GIS – The GIS capabilities in Muncity 5 enable the visualization of all of your Muncity data via a geographic interface. Muncity GIS utilizes geospatial layer data from a variety of sources (the municipality, the County, the State and even some generally available layers from the federal government.

MUNICIPITY MOBILE (OPTIONAL):

The Municipity Mobile application allows users to interact directly with the Municipity database via most Android, iOS, and Windows-enabled devices. There is no need to synchronize once you get back to the office – you are working with live data.



Functions



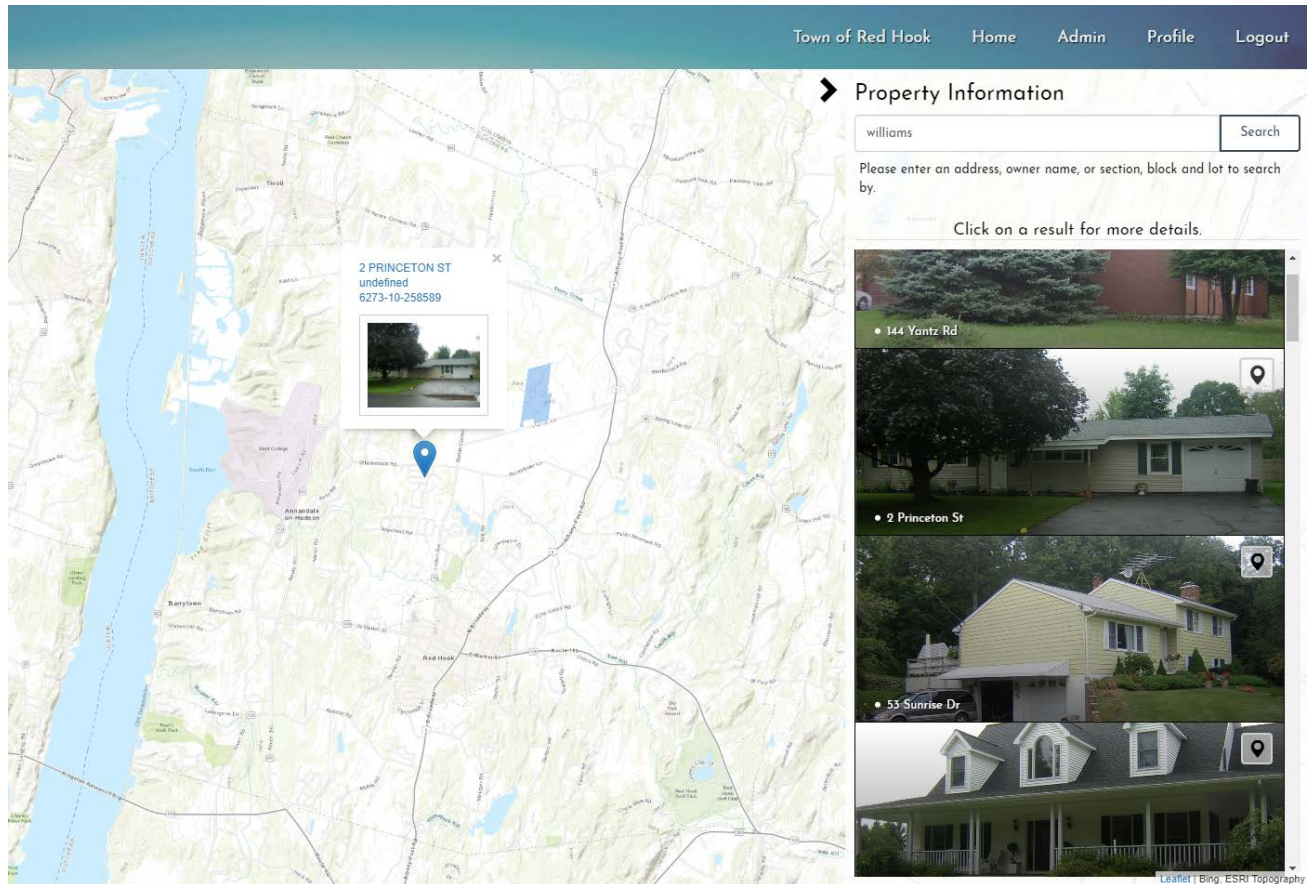
- Create Complaints, Appointments, Violations, and more.
- Schedule and complete inspections.
- View your inspections schedule in a list or multi-pane view with Google street view.
- Pull up information on any parcel in your municipality.
- Map Assets and Work Orders

- Search for items and parcels in the database using the advanced search option.
- Search items can be projected on the map and color-coded based on status.



MUNICIPITY CONNNECT (OPTIONAL):

Municipity Connect module makes available to the public via the Internet information relating to the parcels, permits, inspections, complaints, variances, planning projects, etc. Optionally, web users can submit applications for a new permit, lodge a complaint or request an inspection.



Municipity Connect – Parcel Selection

Some Features of Municipity Connect:

- View all Parcel Information through a web browser (content determined by the town).
- Apply for Permits On-Line.*
- Upload documents.
- Pay fees.
- Track status of an application through the review process. (login required).
- View status of permits (inspection progress).
- File a complaint.
- Request an inspection.

** Note: check and credit card fees may apply. If interested in utilizing this feature, General Code will provide an additional proposal.*

Project Scope of Work

Project Component	Description
On-site process assessment	General Code will perform an on-site assessment of processes related to the following: Applications, Permits, Certificates, Inspections, Complaints, Planning, Zoning, Fees, Contractors, and Fire Safety. General Code will document the processes and then use this documentation during future project meetings as well as to assist in the training of personnel on the use of Muncity.
Software	Access to the Muncity software plus the first year's maintenance and support is included in your initial investment.
Workbook	General Code provides an information-collection workbook and project facilitation for gathering all necessary data, forms and work process for customizing the software prior to installation and training. During the process assessment meeting, General Code will provide this workbook to you to collect specific information, including, but not limited to, permit types, status or fee types, which will be imported into Muncity prior to installation.
Project Implementation Plan and Project Management	<p>As part of the implementation process, General Code will provide a plan for implementation as well as ongoing project management as data is collected for conversion. This provides continuity as well as milestones in the process to ensure that the program is being implemented in a timely fashion and that movement to the new system is a planned and successful process.</p> <p>General Code assigns a project manager at contract signing. The project manager will be responsible for facilitating the collection of information, periodic reviews of data and insuring that the project is completed in a timely fashion and will be your main point of contact throughout the project.</p>
Application customization - data loading and software customization	Using the workbook and other data sources, General Code pre-loads pertinent parcel and historic data and customizes all dropdowns, task lists, and fee calculations. Pre-loaded forms and reports are modified to include the municipality's logos and standard text. Additional form and report customizations will be scoped and estimated separately.
Program quality assurance - pre-install review with customer	Before implementation, online sessions with designated users to review the software setup before installation. We do some of our process assessment here as well.
On-Site Training	A combination of on-site classroom and personalized training will be used.
Acceptance Period	Through experience, General Code is aware that as Muncity is used and a greater understanding of the software is gained, new ideas will surface, and decisions that were made during the initial implementation may change. For this reason, as part of the project plan, we include an acceptance period of 60 days where General Code will assist the Customer in making minor modifications within Muncity.
On-Line Refresher Training	Up to 25 users and a total of 4 hours of online refresher training sessions are provided as part of your project price.

ANNUAL SERVICE AND SUPPORT

The annual service and support contract provides the Town of Orangetown's installation with software service and support for your Muncity System. This includes advice for procedural questions, regular software updates and software fixes for problems encountered.

As part of this purchase, the Town of Orangetown agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

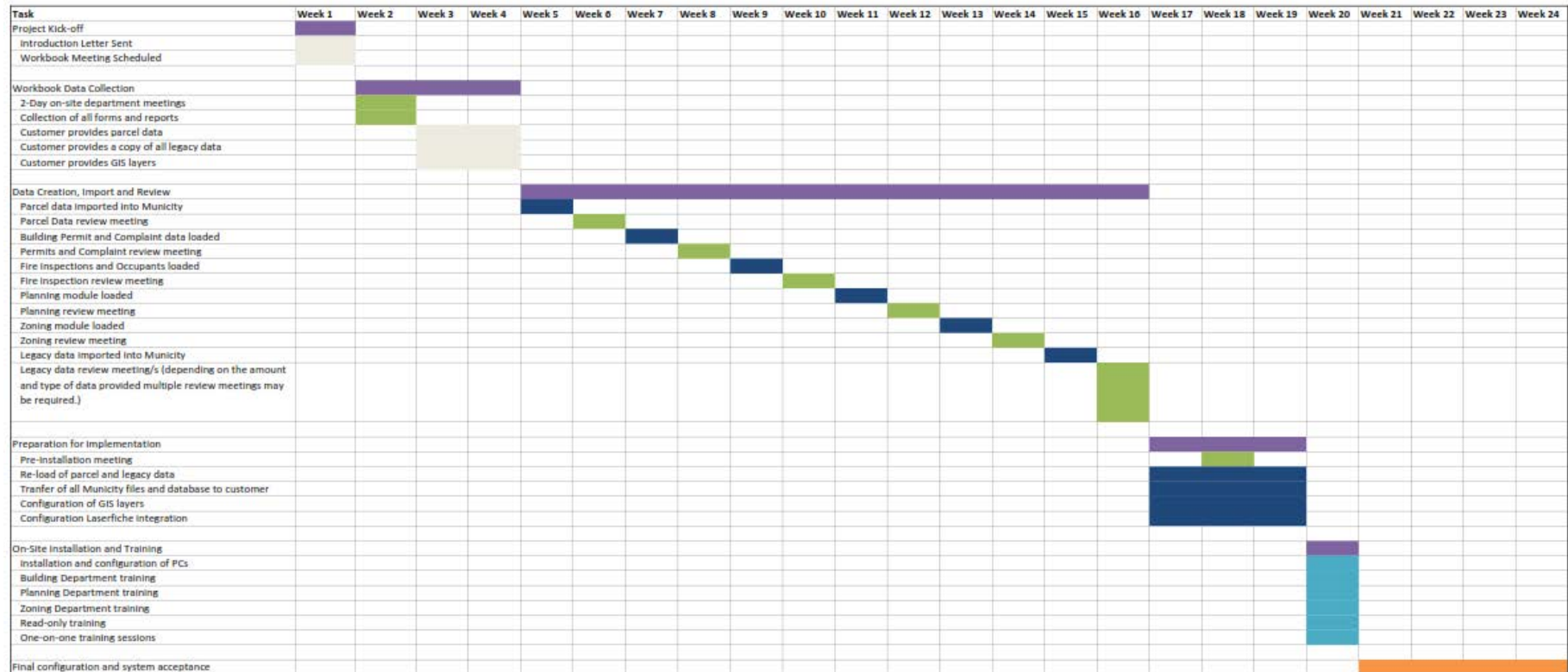
The Town is responsible for all data backups and agrees to make regular backups of the software and data on multiple backup sets.

Additional annual service and support program details are described in Appendix B.

SAMPLE IMPLEMENTATION TIMELINE

Sample Municipality Time Line

Note this is a sample representation of a typical Municipality project - actual timelines will vary based on customer response and availability of General Code staff.



INVESTMENT DETAIL & OPTIONS

Prices noted for software, installation, training, and other services are valid for 6 months from the date of this proposal.

Line Item Description	First Year Costs	2nd Year Costs
Municipity 5/Web-Based Municipity		
Municipity 5		
Base Software	\$ 28,000.00	
Setup, Installation and Training	\$ 32,500.00	
Annual Maintenance, Support and Hosting	\$ 6,600.00	
Municipity 5-GIS/Web-Based Municipity		
Municipity 5 Total	\$ 67,100.00	\$ 6,600.00
Grand Total	\$ 67,100.00	

OPTIONAL COMPONENTS

Municipity Mobile (15 Users - \$500 per additional user) **\$10,000.00**
Estimated Annual Maintenance 2nd Year Forward: \$3,000.00

Municipity Connect Module **\$11,600.00**
Estimated Annual Maintenance 2nd Year Forward: \$2,100.00

1. Adjustments to Performance Schedule; Delays.

Adjustments to Schedule. Upon the mutual consent of the Municipality and General Code, the "Performance Schedule" may be changed or extended as provided under "Delays" below.

Delays. Client must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay. General Code may require a payment of 50% of the balance due under specific Milestone(s) impacted for any delay on Client's part with a duration of more than one calendar week. This clause shall not apply in case of force majeure."

AUTHORIZATION & AGREEMENT

The **Town of Orangetown, New York** hereby agrees to the procedures outlined above, to General Code's Terms and Conditions which are available at <http://cms.generalcode.com/terms-conditions>, and authorizes General Code to proceed with the project.

Line Item Description	First Year Costs	2nd Year Costs
Municipity 5/Web-Based Municipity		
<input type="checkbox"/> Municipity 5	\$ 67,100.00	\$ 6,600.00
Municipity Mobile		
<input type="checkbox"/> Municipity Mobile (15 Users)	\$ 10,000.00	\$ 3,000.00
Municipity 5 Connect		
<input type="checkbox"/> Municipity Connect	\$ 11,600.00	\$ 2,100.00
Municipity 5/Laserfiche Integration		
<input type="checkbox"/> Laserfiche Integration	\$ 2,500.00	\$ -

OPTIONAL COMPONENTS

Please check any optional component to be included with this authorization

Estimated Municipity Base Solution (First Year Costs):	<u>\$67,100.00</u>
Optional Component(s), if offered and selected:	+ <u>\$</u>
Estimated Total Investment:	<u><u>\$</u></u>

On-Going Maintenance: After initial installation, the charges associated with annual maintenance of the Municipity software, or any other services requested by the Town, shall be paid by the Town upon delivery of the services or products and submission of an invoice/voucher by General Code. Based on the above defined project, the estimated Annual Software Assurance Plan for the second and successive years will be **\$6,600.00** (plus any additional costs associated with the addition of any options).

PAYMENT SCHEDULE

- 50% of the project price shall be invoiced upon authorization of the project – payable within 30 days of authorization.
- 25% upon completion of the data conversion and system setup.
- 25% upon completion of the training.

TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, CMS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

1. *Sign the Proposal*
2. *Fax or email the Authorization & Agreement Section only to: Sales@generalcode.com • fax (585) 328-8189*
3. *Mail the signed Proposal to General Code at: 781 Elmgrove Road • Rochester, NY 14624*

General Code will then sign and mail a copy of this agreement back to the Municipality for its records.

APPENDIX A - MUNICIPALITY™ RECOMMENDED MINIMUM SPECIFICATIONS

Workstations:

Processor	Intel i3 2.7ghz or better
Operating System	Windows 7, 8, 8.1, 10 (32 or 64 bit)
Optimal Browser	Chrome v.59+
Hard Drives	Hard drive running at a minimum of 5400rpm+ or SSD 5 GB of free disk space for software and temporary files
RAM	Minimum 4 GB
Monitor	Minimum 17" monitor recommended for optimal viewing
Internet Access	Support is handled online. Internet access and ability to access via GoToAssist required on all workstations.

Mobile Device (if applicable):

General	Android, iOS, Windows enabled device Persistent data connection [cellular (preferred) or wifi] Camera recommended for taking photos in the field Recommended 8 inch screen
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Network Recommendations:

General	There is a confirmed interference with some antiviruses that check every network call before allowing it to be sent through the browser. White-list all of the Municipality domains in your firewalls/router/antivirus. *.Municipality5.com/* *.MunicipalityMedia.com/* *.MunicipalityReports.com/*
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Remote Access:

The client agrees to allow remote access to its server and desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

APPENDIX B – MUNICIPALITY PARCEL MANAGEMENT SOFTWARE ASSURANCE PLAN PROGRAM DETAILS

Included in your MSAP (Municipality Software Assurance Plan) are the following services:

Help Desk Support

Procedural or Technical Questions may be addressed to the Municipality Help Desk by either calling General Code's 1-800 number (1-800-836-8834) or by submitting them to the Municipality Help Desk via e-mail (MunicipalitySupport@generalcode.com). The Municipality Help Desk is available 8 a.m. - 5 p.m. EST Monday - Friday.

General Code will acknowledge any questions phoned or e-mailed into the Help Desk within eight (8) business hours. General Code will attempt to address the issue as quickly as possible. In cases where the issue is not able to be resolved during the initial review, the Help Desk technician will issue a Case number to the customer for future reference. The Case number is used to track the issue in our internal problem tracking system. In some instances, it may be necessary to escalate the issue to the software manufacturer for assistance. In those cases, General Code will act as the mediator with the manufacturer to attempt to get the issue resolved as quickly as possible.

Method of Support

General Code provides its Help Desk support remotely via the internet utilizing web browser tools such as GoToAssist. The customer agrees to provide remote internet access to their file server and client workstation(s) as needed. Broadband internet connectivity at the customer site is preferred, but a minimum of a 56kb modem is required.

Training

Basic procedural questions will be addressed by the Help Desk as outlined above. New user training or existing user Refresher training on the use of Municipality is the responsibility of the customer. Training services may be contracted through General Code at an additional fee.

Customer's Obligation

In order to participate in the MSAP program, the Customer is required:

- To complete and submit the *Customer Registration Form*
- To issue a purchase order for or complete payment on an invoice for the annual MSAP.
- To maintain appropriate backups.
- To have SQL with management tools installed on a PC accessible on the customer's network remotely via the internet.
- To contact General Code **prior** to implementing significant network changes that have the potential to impact the Muncity system. Some examples would be operating system changes on either the server or PC, replacement of existing PCs or server(s), and changes in network configurations, such as server name, IP address or workgroup on PCs.
- To have Internet access on the Muncity server (if applicable) and all workstations where the Muncity client is installed and be willing to allow our Support Technicians remote access to the Customer's Muncity system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide General Code's Help Desk staff sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

APPENDIX C – MUNICIPALITY TRAINING SAMPLE

Building Department

- ❖ Introduction to Municipity
 - Parcel search
 - Parcel data review
 - Occupants

- ❖ Application to Certificate process
 - Creating an application
 - Assigning tasks
 - Converting an application to a permit
 - Managing contacts
 - Assigning tasks
 - Overview of inspections
 - Collecting fees
 - Print permit
 - Converting a Permit to a Certificate
 - Print certificate
 - Reports

- ❖ Inspection process
 - Introduction to Municipity
 - Search for a parcel
 - Parcel information review
 - Schedule an inspection
 - Review of Inspection Calendar
 - Recording inspection results
 - Inspection checklists
 - Attaching documents and pictures
 - Print schedule and any associated inspection letters

- ❖ Complaint Process
 - Search for a parcel
 - Parcel information review
 - Creating a new complaint
 - Scheduling an inspection
 - Violations
 - On-line code
 - Summons/Appearance Ticket
 - Court Appearances
 - Attaching documents and pictures
 - Managing the calendar

Reports

Fire Safety

- ❖ Managing fire inspections
 - Introduction to Municipity
 - Search for a parcel
 - Parcel information review
 - Occupants
 - Inventory
 - Occupancy
 - Interval inspections
 - Operating permits
 - Collect fees
 - Creating a fire complaint
 - Console – fire inspections
 - Attaching documents and pictures
 - Print inspection documents
 - Reports

Planning Department

- ❖ Planning project
 - Creating a project
 - Adding parcels
 - Project dates
 - Managing contacts
 - Project tasks
- Template overview
 - Predecessors
- Financials
 - Fees
 - Escrows
 - Bonds
- Meeting management
- Attaching documents and pictures
- Reports

Zoning Department

- ❖ Zoning application
 - Creating an application
 - Zoning dates
 - Managing contacts
 - Tasks
 - Template overview
 - Predecessors

- Financials
 - Fees
 - Escrows
 - Bonds
- Meeting management
- Attaching documents and pictures
- Denied Building Permits
- Reports

Municipity Mobile

- ❖ Inspection process
 - Reading/understanding calendar and schedule view
 - Opening and editing inspection
 - Recording results and pass/failing inspection
 - Scheduling inspections
 - Reviewing Permit/Complaint/Parcel
 - Print and email results
 - Taking and saving pictures
- ❖ Searching
 - Search parameters
 - Map view
 - Review of parcel data
- ❖ Complaints/Work Orders
 - Entering required fields
 - Associating items with a parcel

Municipity 5 GIS

- ❖ Overview of features
 - Searching for parcels
 - Creating abutter notices/printouts
 - Toggling/stacking GIS layers and editing transparency
 - Viewing permits/code enforcement on map
 - Drawing polygons
 - Printing maps

Municipity Connect

- ❖ Resident functions
 - Searching for and reviewing parcel information
 - Requesting an inspection
 - Apply and pay for a permit
 - Printing and emailing permit document

- ❖ Administrative tools
 - Reports
 - Approval of permits
 - Flexibility of permit process

Engineering Department

- ❖ Work Orders
 - Work order creation
 - Task templates
 - Inspection templates
 - Processing a work order
 - Console view
 - Reports

Read Only Users

- ❖ Overview of Municipality (for read only users)
 - Introduction to Municipality
 - Search for a parcel
 - Parcel information review
 - Review of other data available in Municipality

APPENDIX D – REFERENCES

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	City of Yonkers NY
• Contact Name and Position	Bob Cacace
• Company Address	City Hall, 40 S Broadway, Yonkers, NY
• Phone Number	(914) 377-6591
• Email Address	bob.cacace@yonkersny.gov
• Website Address (if available)	http://www.yonkersny.gov/
Demographic Information	
• Company/Organization Size	110 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipity Enterprise, Municipity Mobile, Municipity GIS, Municipity 5, and Municipity Connect. All installed 2014-2015.
• Dates(s) Solution/System Installed	2014
• Number of People Required on Implementation (include internal and external)	4
• Version of Solution/System Currently In Use	3.10.0.74

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	City of White Plains NY
• Contact Name and Position	Joe Anthony
• Company Address	70 Church St, White Plains, NY
• Phone Number	914-422-1269
• Email Address	janthony@whiteplainsny.gov
• Website Address (if available)	http://www.cityofwhiteplains.com/
Demographic Information	
• Company/Organization Size	26 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipity Enterprise - 2011, Municipity Mobile – 2012, Municipity 5 – 2015.
• Dates(s) Solution/System Installed	2011
• Number of People Required on Implementation (include internal and external)	4
• Version of Solution/System Currently In Use	3.10.0.74

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	Town of Falmouth MA
• Contact Name and Position	Tom Pucci
• Company Address	59 Town Hall Square, Falmouth, MA
• Phone Number	(508) 548-7611
• Email Address	itdept@falmouthmass.us
• Website Address (if available)	http://www.falmouthmass.us/
Demographic Information	
• Company/Organization Size	59 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipity Enterprise 2007, Laserfiche/Municipity Integration – 2008, Municipity Connect – 2014, Municipity Mobile – 2015
• Dates(s) Solution/System Installed	2007
• Number of People Required on Implementation (include internal and external)	3
• Version of Solution/System Currently In Use	3.10.0.48

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	City of Northampton
• Contact Name and Position	Antonio Pagan
• Company Address	212 Main Street, Northampton, MA
• Phone Number	(413) 587-1222
• Email Address	apagan@northamptonma.gov
• Website Address (if available)	http://www.northamptonma.gov/
Demographic Information	
• Company/Organization Size	20 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipity 5 - 2016, Municipity Mobile - 2016
• Dates(s) Solution/System Installed	2016
• Number of People Required on Implementation (include internal and external)	2
• Version of Solution/System Currently In Use	Municipity 5 v3.7

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	Town of Smithtown NY
• Contact Name and Position	Peter Clarke
• Company Address	65 Maple Avenue, Smithtown, NY
• Phone Number	(631) 360-7520
• Email Address	pclarke@tosgov.com
• Website Address (if available)	http://www.smithtownny.gov/
Demographic Information	
• Company/Organization Size	47 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipity Enterprise 2013, Municipity Connect – 2014.
• Dates(s) Solution/System Installed	2013
• Number of People Required on Implementation (include internal and external)	3
• Version of Solution/System Currently In Use	3.10.0.66

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	Town of Ithaca, NY
• Contact Name and Position	Lori Kofoid
• Company Address	215 N. Tioga St, Ithaca, NY
• Phone Number	(607) 273-1783
• Email Address	LKofoid@town.ithaca.ny.us
• Website Address (if available)	http://www.town.ithaca.ny.us/
Demographic Information	
• Company/Organization Size	20 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipity Enterprise – 2014, Municipity Mobile - 2014
• Dates(s) Solution/System Installed	2014
• Number of People Required on Implementation (include internal and external)	3
• Version of Solution/System Currently In Use	3.10.0.66

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	Town of Natick MA
• Contact Name and Position	Maegan Cox
• Company Address	13 East Central Street, Natick, MA
• Phone Number	(508) 647-6400
• Email Address	mcox@natickma.org
• Website Address (if available)	http://www.natickma.gov/
Demographic Information	
• Company/Organization Size	25 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipality 5 GIS 2013; Municipality Mobile 2013; Municipality Web 2013
• Dates(s) Solution/System Installed	2013
• Number of People Required on Implementation (include internal and external)	1-2
• Version of Solution/System Currently In Use	3.10.0.68

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	Town of West Boylston MA
• Contact Name and Position	Karen Fenerty Pare
• Company Address	140 Worcester Street, West Boylston, MA
• Phone Number	(774) 261-4005
• Email Address	KPare@westboylston-ma.gov
• Website Address (if available)	http://www.westboylston.com
Demographic Information	
• Company/Organization Size	3-4 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municipality Enterprise 2012;
• Dates(s) Solution/System Installed	2012
• Number of People Required on Implementation (include internal and external)	1
• Version of Solution/System Currently In Use	3.10.0.72

LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“Agreement”) made as of this ____ day of September, 2018, by and between Ryerson Farms LLC, having a place of business at 350 Boxberger Road, Valley Cottage, New York, the parties of the first part, and the TOWN OF ORANGETOWN, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, the party of the second part.

RECITALS

WHEREAS, the party of the first part represents and warrants that it is the owner in fee simple of premises known as and by street address number: 10 Ryerson Place, Tappan, New York, in the Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 77.14, Block 1, Lot 7 (the “premises”);

WHEREAS, the party of the second part has a right of way on said premises;

WHEREAS, the party of the first part has installed an earthen berm and vegetation that encroaches on said right of way;

WHEREAS, the party of the first part wishes said earthen berm and vegetation to encroach on the party of the second part’s right of way so as to have the beneficial nature of same, from both an economic and aesthetic standpoint to the party of the first part; and

WHEREAS, the party of the second part is agreeable to granting the party of the first part a permanent license in order to maintain said earthen berm on the right of way, on the express condition that an agreement, running with the land, is made, in recordable form, which provides, *inter alia*, that: (1) the party of the second part will not, as a result of, or in connection with, or related to, incur any liability in or any responsibility for the removal, upkeep, repair,

replacement, restoration and/or maintenance of said construction; (2) the party of the first part will not assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the right of way, or any part thereof; and (3) the party of the first part agrees, at its sole cost and expense, to indemnify and hold harmless and defend the party of the second part from and against any and all liability or responsibility, resulting from, or in connection with, or related to, the removal, upkeep, repair, replacement, restoration and/or maintenance of the said construction, or claims thereof.

WITNESSETH:

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

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

SECOND: Subject to the terms and conditions herein set forth, the party of the second part hereby creates and grants to the party of the first part a permanent license over and across the right of way for the purposes of maintaining and continuing to maintain, in its proposed location, the party of the first party’s an earthen berm and vegetation that encroaches on said right of way and which the party of the first part acknowledges and agrees does encroach upon the party of the second part’s right of way.

THIRD: The party of the first part agrees to indemnify and hold harmless and defend the party of the second part from any and all liability or responsibility in connection with, or related to, the said construction and/or this Agreement, including, without limitation, any claims, proceedings, legal fees, and any and all liability and responsibility in connection therewith or related thereto, and any damage or injury to the right of way and/or the premises

which may be the result of, or attributable to, any damage or injury caused by the party of the second part, its employees and/or agents due to the failure or timely failure of the party of the first part to act hereunder or comply herewith, in accordance with, or pursuant to, or as contemplated by the provisions of this Agreement and which are the express obligation hereunder on the part of the party of the first part to perform and/or which result, directly or indirectly, from the exercise by the party of the second part of its rights under, or related or incidental to, the right of way.

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

FIFTH: The party of the first part, for itself, its successors and/or assigns, and each subsequent owner or owners of the earthen berm and/or the premises that is the subject of this agreement, or any portion thereof, or interest therein, hereby agrees to:

Indemnify, save and hold harmless and defend the party of the second part, its officials, employees, agents, departments, boards, commissions, agencies and/or committees, from and against any and all liability, obligation and/or responsibility of any type, and/or whatsoever, in connection therewith or related thereto including, by way of illustration and not limitation:

Defend any and all claims, lawsuits, legal actions or proceedings of any kind whatsoever, which may be brought against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, are named or participate, or in which any may be impleaded with others, upon any such claims, lawsuits, legal actions or proceedings, as aforesaid with respect to damage to property or persons regarding the earthen berm, vegetation, and any other items or issues related to the earthen berm and the area surrounding same. In the event of the party of the first part's failure to do so, the party of the second part (at its sole option but without being obliged to do so) may, at the party of the first part's sole and exclusive cost and expense, and upon prior written notice given to the party of the

first part, defend any and all such claims, lawsuits, legal actions or proceedings. The party of the first part shall, and hereby agrees to, satisfy, pay and discharge any and all judgments that may be assessed, awarded or recovered against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, in any such claims, lawsuits, legal actions or proceedings which may be brought against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, or in which the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees may be implicated with others. The party of the first part shall pay the entire cost and expense of any such defense, including, but not limited to, the party of the second part attorney fees, expenses and disbursements, within fifteen (15) days of the date the party of the second part makes written demand therefore.

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

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

| **RYERSON FARM\$ LLC**

BY: CHRISTINE A. BRODSKY
Managing Member

TOWN OF ORANGETOWN

By:_____

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

On the _____ day of _____ in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared CHRISTINE A. BRODSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2018, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, New York; that he/she is the _____ of the Town of Orangetown, the municipality described in and which executed the foregoing instrument; that he/she knows the seal of said municipality; that the seal so affixed to said instrument is such seal; that it was so affixed by order of the Town Board of the Town of Orangetown, and that he/she signed his/her name thereto by like order.

Notary Public

Record and Return to:

Richard S. Pakola, Esq.
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“Agreement”) made as of this ____ day of September, 2018, by and between Ryerson Farms LLC, having a place of business at 350 Boxberger Road, Valley Cottage, New York, the parties of the first part, and the TOWN OF ORANGETOWN, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, the party of the second part.

RECITALS

WHEREAS, the party of the first part represents and warrants that it is the owner in fee simple of premises known as and by street address number: 6 Ryerson Place, Tappan, New York, in the Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 77.14, Block 1, Lot 9 (the “premises”);

WHEREAS, the party of the second part has a right of way on said premises;

WHEREAS, the party of the first part has installed an earthen berm and vegetation that encroaches on said right of way;

WHEREAS, the party of the first part wishes said earthen berm and vegetation to encroach on the party of the second part’s right of way so as to have the beneficial nature of same, from both an economic and aesthetic standpoint to the party of the first part; and

WHEREAS, the party of the second part is agreeable to granting the party of the first part a permanent license in order to maintain said earthen berm on the right of way, on the express condition that an agreement, running with the land, is made, in recordable form, which provides, *inter alia*, that: (1) the party of the second part will not, as a result of, or in connection with, or related to, incur any liability in or any responsibility for the removal, upkeep, repair,

replacement, restoration and/or maintenance of said construction; (2) the party of the first part will not assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the right of way, or any part thereof; and (3) the party of the first part agrees, at its sole cost and expense, to indemnify and hold harmless and defend the party of the second part from and against any and all liability or responsibility, resulting from, or in connection with, or related to, the removal, upkeep, repair, replacement, restoration and/or maintenance of the said construction, or claims thereof.

WITNESSETH:

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

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

SECOND: Subject to the terms and conditions herein set forth, the party of the second part hereby creates and grants to the party of the first part a permanent license over and across the right of way for the purposes of maintaining and continuing to maintain, in its proposed location, the party of the first party’s an earthen berm and vegetation that encroaches on said right of way and which the party of the first part acknowledges and agrees does encroach upon the party of the second part’s right of way.

THIRD: The party of the first part agrees to indemnify and hold harmless and defend the party of the second part from any and all liability or responsibility in connection with, or related to, the said construction and/or this Agreement, including, without limitation, any claims, proceedings, legal fees, and any and all liability and responsibility in connection therewith or related thereto, and any damage or injury to the right of way and/or the premises

which may be the result of, or attributable to, any damage or injury caused by the party of the second part, its employees and/or agents due to the failure or timely failure of the party of the first part to act hereunder or comply herewith, in accordance with, or pursuant to, or as contemplated by the provisions of this Agreement and which are the express obligation hereunder on the part of the party of the first part to perform and/or which result, directly or indirectly, from the exercise by the party of the second part of its rights under, or related or incidental to, the right of way.

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

FIFTH: The party of the first part, for itself, its successors and/or assigns, and each subsequent owner or owners of the earthen berm and/or the premises that is the subject of this agreement, or any portion thereof, or interest therein, hereby agrees to:

Indemnify, save and hold harmless and defend the party of the second part, its officials, employees, agents, departments, boards, commissions, agencies and/or committees, from and against any and all liability, obligation and/or responsibility of any type, and/or whatsoever, in connection therewith or related thereto including, by way of illustration and not limitation:

Defend any and all claims, lawsuits, legal actions or proceedings of any kind whatsoever, which may be brought against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, are named or participate, or in which any may be impleaded with others, upon any such claims, lawsuits, legal actions or proceedings, as aforesaid with respect to damage to property or persons regarding the earthen berm, vegetation, and any other items or issues related to the earthen berm and the area surrounding same. In the event of the party of the first part's failure to do so, the party of the second part (at its sole option but without being obliged to do so) may, at the party of the first part's sole and exclusive cost and expense, and upon prior written notice given to the party of the

first part, defend any and all such claims, lawsuits, legal actions or proceedings. The party of the first part shall, and hereby agrees to, satisfy, pay and discharge any and all judgments that may be assessed, awarded or recovered against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, in any such claims, lawsuits, legal actions or proceedings which may be brought against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, or in which the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees may be implicated with others. The party of the first part shall pay the entire cost and expense of any such defense, including, but not limited to, the party of the second part attorney fees, expenses and disbursements, within fifteen (15) days of the date the party of the second part makes written demand therefore.

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

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

RYERSON FARM LLC

BY: CHRISTINE A. BRODSKY
Managing Member

TOWN OF ORANGETOWN

By:_____

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

On the _____ day of _____ in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared CHRISTINE A. BRODSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2018, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, New York; that he/she is the _____ of the Town of Orangetown, the municipality described in and which executed the foregoing instrument; that he/she knows the seal of said municipality; that the seal so affixed to said instrument is such seal; that it was so affixed by order of the Town Board of the Town of Orangetown, and that he/she signed his/her name thereto by like order.

Notary Public

Record and Return to:

Richard S. Pakola, Esq.
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“Agreement”) made as of this ____ day of September, 2018, by and between Ryerson Estates LLC, having a place of business at 350 Boxberger Road, Valley Cottage, New York, the parties of the first part, and the TOWN OF ORANGETOWN, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, the party of the second part.

RECITALS

WHEREAS, the party of the first part represents and warrants that it is the owner in fee simple of premises known as and by street address number: 8 Ryerson Place, Tappan, New York, in the Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 77.14, Block 1, Lot 8 (the “premises”);

WHEREAS, the party of the second part has a right of way on said premises;

WHEREAS, the party of the first part has installed an earthen berm and vegetation that encroaches on said right of way;

WHEREAS, the party of the first part wishes said earthen berm and vegetation to encroach on the party of the second part’s right of way so as to have the beneficial nature of same, from both an economic and aesthetic standpoint to the party of the first part; and

WHEREAS, the party of the second part is agreeable to granting the party of the first part a permanent license in order to maintain said earthen berm on the right of way, on the express condition that an agreement, running with the land, is made, in recordable form, which provides, *inter alia*, that: (1) the party of the second part will not, as a result of, or in connection with, or related to, incur any liability in or any responsibility for the removal, upkeep, repair,

replacement, restoration and/or maintenance of said construction; (2) the party of the first part will not assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the right of way, or any part thereof; and (3) the party of the first part agrees, at its sole cost and expense, to indemnify and hold harmless and defend the party of the second part from and against any and all liability or responsibility, resulting from, or in connection with, or related to, the removal, upkeep, repair, replacement, restoration and/or maintenance of the said construction, or claims thereof.

WITNESSETH:

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

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

SECOND: Subject to the terms and conditions herein set forth, the party of the second part hereby creates and grants to the party of the first part a permanent license over and across the right of way for the purposes of maintaining and continuing to maintain, in its proposed location, the party of the first party’s an earthen berm and vegetation that encroaches on said right of way and which the party of the first part acknowledges and agrees does encroach upon the party of the second part’s right of way.

THIRD: The party of the first part agrees to indemnify and hold harmless and defend the party of the second part from any and all liability or responsibility in connection with, or related to, the said construction and/or this Agreement, including, without limitation, any claims, proceedings, legal fees, and any and all liability and responsibility in connection therewith or related thereto, and any damage or injury to the right of way and/or the premises

which may be the result of, or attributable to, any damage or injury caused by the party of the second part, its employees and/or agents due to the failure or timely failure of the party of the first part to act hereunder or comply herewith, in accordance with, or pursuant to, or as contemplated by the provisions of this Agreement and which are the express obligation hereunder on the part of the party of the first part to perform and/or which result, directly or indirectly, from the exercise by the party of the second part of its rights under, or related or incidental to, the right of way.

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

FIFTH: The party of the first part, for itself, its successors and/or assigns, and each subsequent owner or owners of the earthen berm and/or the premises that is the subject of this agreement, or any portion thereof, or interest therein, hereby agrees to:

Indemnify, save and hold harmless and defend the party of the second part, its officials, employees, agents, departments, boards, commissions, agencies and/or committees, from and against any and all liability, obligation and/or responsibility of any type, and/or whatsoever, in connection therewith or related thereto including, by way of illustration and not limitation:

Defend any and all claims, lawsuits, legal actions or proceedings of any kind whatsoever, which may be brought against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, are named or participate, or in which any may be impleaded with others, upon any such claims, lawsuits, legal actions or proceedings, as aforesaid with respect to damage to property or persons regarding the earthen berm, vegetation, and any other items or issues related to the earthen berm and the area surrounding same. In the event of the party of the first part's failure to do so, the party of the second part (at its sole option but without being obliged to do so) may, at the party of the first part's sole and exclusive cost and expense, and upon prior written notice given to the party of the

first part, defend any and all such claims, lawsuits, legal actions or proceedings. The party of the first part shall, and hereby agrees to, satisfy, pay and discharge any and all judgments that may be assessed, awarded or recovered against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, in any such claims, lawsuits, legal actions or proceedings which may be brought against the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, or in which the party of the second part or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees may be implicated with others. The party of the first part shall pay the entire cost and expense of any such defense, including, but not limited to, the party of the second part attorney fees, expenses and disbursements, within fifteen (15) days of the date the party of the second part makes written demand therefore.

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

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

RYERSON ESTATES LLC

BY: CHRISTINE A. BRODSKY
Managing Member

TOWN OF ORANGETOWN

By:_____

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

On the _____ day of _____ in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared CHRISTINE A. BRODSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2018, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, New York; that he/she is the _____ of the Town of Orangetown, the municipality described in and which executed the foregoing instrument; that he/she knows the seal of said municipality; that the seal so affixed to said instrument is such seal; that it was so affixed by order of the Town Board of the Town of Orangetown, and that he/she signed his/her name thereto by like order.

Notary Public

Record and Return to:

Richard S. Pakola, Esq.
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962



New York Commercial Fixed-Price Options Electricity Supply Agreement

Carefully read this Retail Electricity Supply Agreement ("Agreement") as it governs Your rights and responsibilities and supersedes all previous representations (oral and written). If any item is unclear to you, please ask for an explanation before signing this Agreement. In this Agreement, customer is referred to as "You", "Your", or "Customer" and BlueRock Energy, Inc. is referred to as "BlueRock", "We", "Our", or "Us".

Customer (Business Name): Town of Orangetown

Utility Company: ("Utility"): O&R

Utility Account Number(s): See Supply Agreement Addendum

CUSTOMER DISCLOSURE STATEMENT

PRICE: Your electricity price will be expressed on Your Utility bill in dollars per kilowatt-hour, plus all applicable taxes. Your BlueRock energy price will include all costs associated with providing You with the full requirements for energy service including the energy commodity as well as capacity, ancillary services, Renewable Portfolio Standard (RPS) costs, Clean Energy Standard costs, management fee(s) and any other costs borne by BlueRock for overhead or operations. Your price will be based on the Managed Portfolio Plan You choose below with the Fixed Price component of the Plan, if any, for the duration of the Agreement as described more fully within this contract. If a change in any law, rule or pricing structure, including but not limited to implementation of New York's Clean Energy Standard or Zero Emissions Credits program that results in new or increased costs of supply, We may terminate this Agreement or change Your Rate accordingly, upon providing You with thirty (30) days prior written notice.

FIXED PRICE OPTIONS: (Choose One) ☐ BLUELOCK25 ☐ BLUELOCK50 ☐ BLUELOCK75 ☒ BLUELOCK100

The plan objective, based upon Your selection above, is to provide You with the corresponding percentage of Your supply requirements at a fixed price and the remainder of Your supply requirements at Our variable price based on short-term market prices corresponding to the month of delivery. Your Fixed Price Quantity shall be based upon Your most recent 12 month historical usage amounts for each separate month and will be provided to You upon Your request.

Your Fixed Price will be \$ 0.04617 /kwh which includes all NY PSC ZEC & REC charges.

Note: Monthly Fixed Price Quantity Over/Under Adjustment. 100% swing.

There will be no change in price if usage in any month exceeds or falls below the contracted volumes by 100%.

GUARANTEED SAVINGS: None

GREEN-UP OPTION: You may add renewable energy from New York generation sources to any Managed Portfolio Plan for an additional cost to be determined upon request to Our pricing department which will be multiplied by the percentage of Renewable Energy Quantity You choose from these options. You will be issued an environmental label per DPS regulations. The Renewable Energy Quantity and environmental label will be supplied to You on an annualized basis by Your local Utility Company. **Percentage of total usage (Choose One)** ☒ 0% ☐ 30% ☐ 50% ☐ 75% ☐ 100%

TERM: The term of this Agreement will begin on the first available date that Your Account(s) are successfully enrolled with Your Utility and will continue for 29 (months) ("the Initial Term").

START DATE: If You have a future start date for Your contract, that date will be (month/year): 12/18

If this term is not filled in, the start date will default to immediate, which means BlueRock will obtain the first available start date that Your Utility is only authorized to assign. (If the Customer has an existing contract with another ESCO, please consult that contract before determining the BlueRock start date). Note that the start date included here is subject to approval by the Utility. If the Utility requires a later start date, BlueRock is not responsible for any increased costs that You may incur.

RENEWAL: Upon completion of the Initial Term, the accounts will automatically return to the LDU unless BlueRock obtains customer's authorization after customer has received written notification of any proposed changes.

LATE FEES: Late payment fees are calculated at a rate equal to 1.5% multiplied each month on any amount past due.

EARLY CUSTOMER-INITIATED TERMINATION: For any Plan(s) and Agreements that HAVE ANY Fixed Price Quantity: You may only terminate this Agreement any time prior to expiration of the Term by providing Us 30 days written notice and pay to Us a Final Supply Charge, at Our discretion, of either \$500 dollars per account OR an amount equal to the product of the Fixed Price and Fixed Price Quantity for the remaining Term under this Agreement. The cancellation will become effective when the Utility switches Customer's account from BlueRock to the new supplier selected by Customer or to the Utility. Cancellation will not relieve Customer of any payment obligations for electricity provided to Customer by BlueRock prior to cancellation.



New York Commercial Fixed-Price Options Electricity Supply Agreement

Purchase and Sale of Electricity. By signing this Agreement, You agree to purchase and We agree to supply all of Your electricity requirements for the accounts identified either in the section below or in the addendum attached to this Agreement, and therefore authorize Us to enroll all listed accounts.

Terms and Conditions. This Agreement consists of two parts: (1) the terms specific to this Agreement, including the addendum and (2) the General Terms and Conditions (reference code: ETC103C) that govern all BlueRock energy service agreements and required by New York State law and the Public Service Commission Uniform Business Practices.

CUSTOMER CONTACT INFORMATION	
Contact Name: <i>Jeffrey W. Bencik</i>	Contact Phone: <i>845-359-5100 x 2204</i>
Contact Fax: <i>845-359-2623</i>	Contact Email: <i>Jbencik@orangenetown.com</i>
Tax Exempt Status (must provide exempt certificate): <input checked="" type="radio"/> Yes <input type="radio"/> No	
Mailing Address: <i>26 Orangeburg Rd Orangeburg, NY 10962</i>	Billing Address (if different):

THEREFORE, the Parties agree to the terms and execute this Agreement that becomes effective once both Parties have signed:

BlueRock Energy, Inc.

By: _____

Name: James Cifaratta

Title: Senior Vice President

Date: _____ Time: _____

Customer: Town of Orangetown

By: *Jeffrey W. Bencik*

Name: *Jeffrey W. Bencik*

Title: *Finance Director*

Date: *10/5/18* Time: *3:56*

For Office Use Only:

SALES CODE:

ORGANIZATION CODE:

PROMO CODE:



New York Commercial Fixed-Price Options Electricity Supply Agreement

General Terms and Conditions

Reference Code: ETC103C

1. **Utility Service.** Your Utility is responsible for providing energy delivery service to Your facilities in accordance with their tariff and responding to emergencies. In the case of an electrical emergency, You should call Your Utility. The toll free emergency numbers are as follows: ConEdison: 1-800-752-6633, Central Hudson: 1-845-452-2700, O&R: 1-877-434-4100 & National Grid: 1-800-867-5222.
2. **Delivery.** All electricity sold under this Agreement shall be delivered to a location on Your Utility's transmission system which shall be at the NYISO load bus located outside of the municipality of Customer's service address ("Delivery Point"). The Delivery Point will be determined at time of scheduling. Title of electricity shall pass to You at the Delivery Point. You appoint Us as agent for the purpose of (i) acquiring the supplies necessary to meet Your electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the Utility needed to deliver electricity to Your service address.
3. **Billing.** At Our option, You shall either receive i.) a consolidated bill from Your Utility that will include both Utility charges for delivery service and Our energy supply charges, or ii.) one bill from Your Utility for delivery service and a separate bill from Us for Our energy supply charges. If You are receiving a consolidated bill, You shall make all payments to Your Utility in accordance with their billing procedures for delivery and transmission. In the event Your Utility discontinues consolidated billing or ends Your eligibility to receive consolidated bills, or BlueRock otherwise determines that You should receive a separate bill, then We shall bill You each month for Our charges within ten (10) days of receipt of meter reading data from Your Utility, and You agree to pay Us within twenty (20) days of the invoice date. If actual meter readings are not available to Us in a timely manner, We may bill on an estimated basis. When actual use becomes available We will make invoice adjustments to reconcile any differences. Interest on unpaid bills will accrue from the due date at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less. In the event that Your bill remains unpaid after initial notice from Us, We may either terminate this Agreement or convert Your account to consolidated billing and increase Your rate accordingly. Customer shall send all payments to BlueRock Energy, Inc., 125 East Jefferson Street, Suite 800, Syracuse, NY 13202. In the event of failure to remit payment when due, We may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A \$30 fee will be charged for all returned payments.
4. **Monthly Fixed Price Quantity Over/Under Adjustment. 100% swing.**

There will be no change in price if usage in any month exceeds or falls below the contracted volumes by 100%.
5. **Dispute Resolution.** In the event of a billing dispute or disagreement involving Our service hereunder, the Parties will use their best efforts to resolve the dispute informally and expeditiously. Customers should contact Us by telephone or in writing. Residential customers may submit their dispute at any time to the New York State Department of Public Service (DPS) pursuant to its Complaint Handling Procedures or by calling the DPS at 800-342-3377. Business customers shall submit to binding arbitration. Pending resolution of any dispute, You must pay the bill in full, except the disputed amount, and that payment will be refunded if decided by final order of the DPS or arbitrator.
6. **Limitation of Liability.** Parties agree that any liability to each other will be limited to direct actual damages. Neither Party shall be liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business in tort, contract or any other form of law. This limitation excludes claims of gross negligence or willful misconduct.
7. **Taxes.** You agree to pay any Taxes imposed after the Delivery Point. "Taxes" means any and all federal, state, municipal, or other governmental duties, fees, levies, *ad valorem*, energy, transmission, Utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes. If You are exempt from Taxes that may apply to any electricity sold under this Agreement, then You shall furnish to Us a valid and properly completed exemption certificate before any sales begin under this Agreement.



New York Commercial Fixed-Price Options Electricity Supply Agreement

8. **Force Majeure.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT FORCE MAJEURE IS THE ONLY EXCUSE FOR NON-PERFORMANCE AND ALL OTHER EXCUSES (AT LAW OR EQUITY) ARE WAIVED. Except for payment obligations, a Force Majeure event will excuse performance during the event. "Force Majeure" means an event not within the reasonable control of the Party (or, third party, in the case of third party obligations or facilities) claiming suspension (the "Claiming Party"), and which by the exercise of due diligence the Claiming Party is unable to overcome or obtain a commercially reasonable substitute for performance. Force Majeure includes but is not limited to: failure of transmission facilities; acts of God; fire; civil disturbances; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). Force Majeure shall not serve to relieve You of any financial obligation made pursuant to a Fixed Price Quantity purchase option chosen by You and described in this Agreement including the Fixed & Blended Price Contract Addendum.
9. **Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
10. **Assignment.** You may not assign this Agreement without Our prior written consent. We may assign this Agreement to another authorized energy service company ("ESCO") if We provide You 30 days advance written notice.
11. **Severability.** If any provision in this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall still be fully enforceable without being impaired or invalidated in anyway.
12. **Information Release Authorization.** You authorize Us to obtain the following information from the Utility: consumption history; billing determinants; and information pertaining to PSL § 33. This information is used by Us so that We are able to provide energy supply service to You, but will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Us. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing Us written notice or by calling Us at 1.877.280.4909. We reserve the right to cancel this Agreement in the event that You rescind the authorization.
13. **Consumer Protections.** The services provided by this agreement are governed by the terms and conditions of this Agreement and HEFPA for residential customers. We will provide at least 15 days' notice prior to the cancellation of Your service. In the event of non-payment of any charges owed to Us, You may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. You may obtain additional information by contacting Us at 1.877.280.4909 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the DPS for inquiries regarding the competitive retail energy market at 1.888.697.7728.
14. **Contact Information.** Customer may contact Our Customer Service Center at 1.877.280.4909, Monday through Friday 8:00 a.m. to 5:00 p.m. EST (hours subject to change). Customer may write to Us at BlueRock Energy, Inc., 125 East Jefferson St., Suite 800, Syracuse, NY, 13202 or email at info@bluerockenergy.com.
15. **Miscellaneous.** Parties agree that this Agreement shall be treated as if it were a Forward Contract under Title 11 of the Bankruptcy Code. You acknowledge that We are not a Utility for any purpose under Title 11 USC 366, *et. al.* This Agreement shall be governed by the laws of the State of New York. This Agreement is also subject to the rules of Your Utility's retail access program and Uniform Business Practices of the DPS.
16. **Changes in Circumstances.** If a material change occurs to any of the following: Taxes, NY Independent System Operator rules, NY DPS rules, actual usage versus historical data, capacity obligation, or Utility retail access program, We reserve the right to change Your price or cancel this Agreement upon 30 days prior notice.
17. **Changes in Law.** This Agreement is also subject to future legislation, orders, rules, regulations or Utility tariff or policy changes by the NY Public Service Commission or NY Legislature. Specifically, this includes New York's Clean Energy Standard. If a change in any law, rule or pricing structure, including but not limited to implementation of New York's Clean Energy Standard or Zero Emissions Credits program that results in new or increased costs of supply, We may terminate this Agreement or change Your Rate accordingly, upon providing You with thirty (30) days prior written notice.
18. **Non-Appropriation.** This Agreement shall be deemed executory to the extent that the monies are appropriated in Buyer's current budget for the purposes of this Agreement. This Agreement is not a general obligation of Buyer. Neither the full faith or credit, nor the taxing power of Buyer, are pledged to the payment of any amount due, or to become due, under this Agreement. This Agreement shall be effective to the extent that the monies to be paid hereunder are appropriated in Buyer's budget. Buyer represents and warrants that it has sufficient monies appropriated and budgeted to meet its financial and contractual obligations for the term of December 1, 2018 through December 31, 2018 and that it will take all appropriate steps to ensure it appropriates and budgets sufficient monies to meet its future financial and contractual obligations under this Agreement.



New York Commercial Fixed-Price Options Electricity Supply Agreement

Customer: Town of Orangetown

Contact:

Phone:

Utility Company: O&R

Electricity

1. Cent Hudson – 10 -digit account #
2. ConEd – 15- digit account #
3. National Grid – 10-digit account #
4. O&R – 10 -digit account #

Account Number(s)	Account Number(s)	Account Number(s)
4833958011 7726736006 6867828006 3933058008 7059171002 0359038010 0453032007 0615132002 1103014009		

Customer Initials

10/16/18 Workshop
Resolution to amend 2018 Budget

FUND	SUB FUND	ACCOUNT NO	ACCOUNT DESCRIPTION	2018 ORIGINAL BUDGET	2018 ADJUSTED BUDGET
A		A.1622.457	SHARED SERVICES.CONTRACTS W/OUTSIDE VENDORS	115,000	265,000
A		A.1310.443	FINANCE.MAINTENANCE AGREEMENTS	-	30,000
A		A.1355.485	ASSESSOR.CERTIORARI EXPENSE	15,000	32,500
A		A.9060.800	HOSPITALIZATION.FRINGE BENEFITS	2,456,114	2,258,614
A		A.9950.800	INTERFUND TRANSFERS	69,607	3,656,104
A		A.3599.000	APPROPRIATED FUND BALANCE	700,000	4,286,497
B	16	B.3120.011.16	POLICE.PERMANENT STAFF.POLICE	10,068,113	10,720,790
B	16	B.3120.012.16	POLICE.TIME & ONE HALF.POLICE	1,450,000	1,670,000
B	16	B.3120.016.16	POLICE.HOLIDAY PAY.POLICE	150,000	250,000
B	16	B.9060.800.16	HOSPITALIZATION.FRINGE BENEFITS.POLICE	4,485,608	4,155,608
B	16	B.2401.000.16	INTEREST EARNINGS.POLICE	24,000	194,000
B	16	B.3599.000.16	APPROPRIATED FUND BALANCE.POLICE	500,000	972,677
D	4	D.5110.011.04	HIGHWAY REPAIR & IMPROVE.PERMANENT STAFF.PART TOWN	2,484,907	3,234,907
D	4	D.9060.800.04	HOSPITALIZATION.FRINGE BENEFITS.PART TOWN	933,247	688,247
D	4	D.3599.000.04	APPROPRIATED FUND BALANCE	-	505,000
G		G.8110.011	SEWER ADMINISTRATION.PERMANENT STAFF	591,810	631,810
G		G.8120.011	SEWER COLLECTION SYSTEM.PERMANENT STAFF	1,049,008	1,084,008
G		G.8120.012	SEWER COLLECTION SYSTEM.TIME & ONE HALF	30,000	70,000
G		G.8120.020	SEWER COLLECTION SYSTEM.DOUBLE TIME		

			30,000	72,000
G	G.8130.011	SEWAGE TREATMENT PLANT.PERMANENT STAFF	1,548,302	1,715,302
G	G.8130.012	SEWAGE TREATMENT PLANT.TIME & ONE HALF	70,000	94,000
G	G.9060.800	HOSPITALIZATION.FRINGE BENEFITS	1,292,242	1,192,242
G	G.9061.800	DENTAL INSURANCE.FRINGE BENEFITS	46,049	76,049
G	G.3599.000	APPROPRIATED FUND BALANCE	200,000	478,000
V	V.9710.600.84	SERIAL BOND DEBT SERVICE.BOND PRINCIPAL	205,000	3,545,000
V	V.1380.457	FISCAL AGENT FEES CONTRACT W/OUTSIDE VENDORS	-	246,497
V	V.5031	INTERFUND TRANSFERS	-	3,586,497

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

RECEIVED

PERMIT #

18-SP-55

RECEIVED

SEP 24 2018

EVENT NAME:

Share Christmas - Rotary Club of P.R.

APPLICANT NAME:

Douglas Ward - Stephen F. Mann

ADDRESS:

Secor Blvd Pearl River, NY 10965

PHONE #:

CELL #

845-494-4157

FAX #

845-359-6062

CHECK ONE: PARADE

RACE/RUN/WALK

OTHER ☒

The above event will be held on

12-7-18

from

6pm

to

10pm

RAIN DATE:

12-14-18

Location of event:

Braunsdorf Park - S. Main Street, P.R.

Sponsored by:

Rotary Club of Pearl River

Telephone #:

Address:

Estimated # of persons participating in event:

500

vehicles

4

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

Rotary Club of Pearl River

Signature of Applicant:

Stephen F. Mann

Date:

9/24/18

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

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

9.26.18

Certificate of Insurance - Received On:

9.24.18

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit (Y/N) - Received On:

9.24.18

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

NYSDOT Permit: Y (N) - Received On:

X

Route/Map/Parking Plan: (Y/N) - Received On:

S. Main Street, bet. Central Ave & Franklin

RFS #:

42602

BARRICADES: Y/N

CONES: Y (N)

TRASH BARRELS: Y/N

OTHER:

Message Board

APPROVED:

James J. Lee

DATE:

9.27.18

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile (Y/N) - Application Required:

on file

Fee Paid - Amount/Check #

Port-o-Sans: Y (N)

X

Other:

APPROVED:

CT. H

DATE:

10/2/18

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail (Y/N):

Items:

APPROVED:

CAPT BROWN

DATE:

10/3/2018

Chief of Police

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

Workshop Agenda Date:

10-16-18

Approved On:

TBR #:

RECEIVED

JAMES J. DEAN

Superintendent of Highways
Roadmaster II

SEP 24 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN

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

Orangetown Representative

R.C. Soil & Water Conservation Dist.-Chairman

Member:

American Public Works Association NY Metro Chapter

NYS Association of Town Superintendents of Highways

Hwy. Superintendents' Association of Rockland County

18-SP-55

ROAD CLOSING PERMIT APPLICATION

Section 139 Highway Law

NAME Stephen F. Manno - Share Christmas DATE 9-24-18
COMPANY Rotary Club of Pearl River
ADDRESS 109 Secor Blvd Pearl River, NY 10965
TELEPHONE 845-494-4157
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

South Main Street - Braunsdorf Park
(Address number and name of road)
Between Central Avenue + Franklin Avenue, PR
(Intersecting streets and/or description of exact location)
REASON FOR CLOSING Share Christmas + Holidays
DATE OF CLOSING 12-7-18 RAIN DATE 12-14-18
TIME ROAD WILL BE CLOSED 5:30 pm
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

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

PRELIMINARY APPROVAL [Signature] DATE 10-2-18
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS - CLEAN STREAMS



Rotary Club of Pearl River, P.O. Box 252, Pearl River, NY 10965
District 7210 - Region 8, Zone 32, Club #4982 - Charter Date December 12, 1935
www.rotaryclubofpearlriver.org

Michael Seidenfrau, President - 2018 -2019
"Be The Inspiration"

18-57-55

MEMORANDUM

RECEIVED
SEP 26 2018
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Rotary Club
Of
Pearl River

Board of Directors

Michael Seidenfrau
President

Doug Ward
President Elect

Doreen Buonadonna
Vice President

Robert Magrino
Secretary

Ray Pucci
Treasurer

Doreen Buonadonna
Past President

Larry Vergine
President Emeritus

Joe Beckerle
Director

Ryan O'Gorman
Director

Jonathan Bellush
Director

Kathy Fidlow
Director

Bonnie Werk
Director

TO: Kimberly Allen, Administrative Secretary
FROM: Pearl River Rotary
DATE: September 26, 2018
RE: "APPROVE AID ROTARY CLUB OF PEARL RIVER
SHARED CHRISTMAS"

Please place the following item on the October 16, 2018 Town Board Workshop Agenda:

RESOLVED, that aid to the Rotary Club of Pearl River, for use of the message board, trash receptacles and barricades for the annual "Share Christmas and Holidays" program to be held on Friday, December 7, 2018, with a rain date of December 14, 2018 is hereby approved. The requesting organization will provide a certificate of insurance listing the Town of Orangetown as additionally insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2018

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
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Ali Sultia
PHONE (A/C, No, Ext): 1-833-3ROTARY
FAX (A/C, No): 630-285-4062
E-MAIL: rotary@ajg.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
All Active US Rotary Clubs & Districts
Rotary Club of Pearl River, District 7210
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

RECEIVED
SEP 24 2018
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES

CERTIFICATE NUMBER: 899307648

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	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			015375594	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			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	Y/N	N/A	NOT APPLICABLE			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)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

CANCELLATION

Re: Rotary Club of Pearl River Share Christmas and the Holidays 12/7/2018,
rain date 12/14/2018
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

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

AUTHORIZED REPRESENTATIVE

[Signature]

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TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGEBURG, NY 10962
(845) 359-6503



2018

2017 Application for Showmobile Use

Event/Festival Name: Share Christmas & The Holidays

Organization Name: Pearl River Rotary Club

Applicant's Name: Stephen F. Munno Phone (w): 845-494-4157

Address: Braunsdorf Park City: Pearl River Zip: 10965

Cell Phone _____ E-Mail: smunno@oragetown.com

Day Friday Date 12/7/18 Time of Set-up: 5:00 pm Time of Take-down: _____

Requested Location (park, street, location on premises, etc., be specific, attach map if needed):

Police at Braunsdorf Park

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. See space requirements below.) The Showmobile does not have a sound system and comes with fluorescent lighting only.

Stair Arrangement: (1 set of stairs) ☒ Left side of stage ☒ Right side of stage ☐ Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. The stage does not come with a generator. Additional electrical equipment must be plugged into a separate circuit.

Please describe in detail what the stage will be used for and how you intend to set it up: (Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile)

Announcement, Caroling, Pictures with Santa

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- **The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.**
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds or wind gusts in excess of 30 MPH, the stage canopy must be closed.

Additional Requirements:

- **Certificate of insurance required at time of reservation naming the Town of Orangetown as additionally insured.**
- **Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@oragetown.com**

I have read, understand and agree to all conditions listed on above:

Applicant's Signature Stephen F. Munno Date 10/1/18

Department Approval Mark W. Albert Date 10/2/18

18-57-65



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2018

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PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

RECEIVED
SEP 24 2018

CONTACT NAME: Ali Sulita	FAX (A/C. No): 630-285-4062
PHONE (A/C. No. Ext): 1-833-3ROTARY	
E-MAIL: rotary@ajg.com	
ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
All Active US Rotary Clubs & Districts
Rotary Club of Pearl River, District 7210
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

COVERAGES
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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
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	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)
The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CANCELLATION

CERTIFICATE HOLDER

Re: Rotary Club of Pearl River Share Christmas and the Holidays 12/7/2018,
rain date 12/14/2018
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

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

AUTHORIZED REPRESENTATIVE

⊗



TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
ADOPT-A-ROAD 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:

NYS Senator David Carlucci
20 S. Main St
New City NY 10956 . (Senator David Carlucci on sign)

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 segment, and are entering into this Agreement to enable the GROUP to contribute toward the effort of maintaining the appearance of the segment. By signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No work of any nature will be performed on the shoulders for the traveled way.
2. No participants' vehicles may be parked on the travel lanes or shoulders of a highway while engaged in clean-up activities.
3. Activities permitted are of a roadside maintenance nature, including, but not limited to litter pickup, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the Department Representative.
4. The GROUP will organize and supervise all activities.
5. The minimum age of GROUP members to be eligible for participation in the Adopt-A-Road program is fifteen (15) years of age.
6. The GROUP will organize and conduct a "safety briefing". Each day 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 briefing for the first meeting, and after that a designated person from the GROUP shall conduct such briefings.
7. 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.

8. Participants must wear department approved safety gear, including shirts or vests and approve protective head gear and safety cones. The GROUP may provide to itself department approved safety gear. The GROUP will pick up supplies and materials from the Department during normal working hours.
9. Unused materials and supplies will be returned to the Department during normal working hours within one week following each field activity.
10. The Department will provide for disposal of collected waste from locations specified in the permit.
11. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal, which is to provide a park-like appearance along the adopted facility. Except as modified by the Department Representative, minimum frequency of pickup along highway is four (4) times a year with the first pickup occurring in the April-May "spring cleanup" time period, and at rest areas or scenic overlooks, the minimum frequency of pick up is weekly.
12. 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 if 15 to 18 years old) will sign and date the "Adopt-A-Road General Release" protecting the Town, to be kept on file in the Department for the duration of the Highway Work Permit.
13. The Department will publicize the execution of this Agreement and will highlight it at various periods thereafter.
14. The Department will furnish and erect Adopt-A-Road signs at the beginning of each adopted highway segment, or in each adopted rest area or scenic overlook.
15. The Department will continue to apply its assets in the maintenance of the Highway.
16. This Agreement shall be for a two-year period commencing on 10/1, 2018, and terminating at 12:01 a.m. on 10/01, 2020.

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 segment, and the GROUP accepted 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.

The relationship of the GROUP to the Department arising out of this Agreement shall be that of an independent contractor. Any and all members or employees of the GROUP under this Agreement, shall be considered agents of the GROUP, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the GROUP employees while so engaged in any of the work or services provided to rendered herein, shall be the sole obligation and responsibility of the GROUP. The GROUP shall secure workers' compensation insurance, for the benefit of, and keep insured during the life of this agreement, such GROUP employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

The GROUP will, at its own expense and during the term of the "Adopt-A-Road" program, maintain comprehensive general liability insurance in the amount of one million dollars combined single limit name the Town of Orangetown as an additional named insured.

Said policy shall expressly require thirty (30) days written notice to the Town of Orangetown of the cancellation or material alteration of said policy and the certificate of insurance shall so provide.

The GROUP hereby agrees to defend, indemnify, save, and hold harmless the Town of Orangetown, the Orangetown Highway Department, and all their agents and employees from any and all claims, demands, actions, or cause of action or whatsoever nature or character arising out of or by reason of the execution or performance of work and services provided for herein, including all reasonable expenses incurred by the Town of Orangetown from said claims and further agrees to defend at its own cost and expense any action or proceed commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

Senator David Carlucci

Name of Group/Organization

John Mulgrew

Signature of Organization Leader

John Mulgrew - Deputy Chief of Staff
Organization Leader (Name) (Please Print)

Department Representative
Orangetown Highway Department

Department Representative
Daytime Telephone Number

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: SEWER DEPT DATE: 9/23/18

NAME(S) OF PERSON(S) TO ATTEND: JOHN WINTHROP

CONFERENCE, ETC. - NAME & LOCATION: NEIWPCC LABORATORY PROCEDURES

CONFERENCE, ETC. DATE(S): 10/30 - 10/31

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):

BETTER LABORATORY KNOWLEDGE FOR OPERATIONS

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: N/A

ESTIMATED EXPENSES:

Item	Charge to:	Charge to:	Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>255.00</u>	\$ <u> </u>	\$ <u>255.00</u>
Lodging	<u> </u>	<u> </u>	<u> </u>
Meals	<u> </u>	<u>20.00</u>	<u>20.00</u>
Travel	<u> </u>	<u>90.01</u>	<u>90.01</u>
Other	<u> </u>	<u> </u>	<u> </u>
Total	\$ <u>255.00</u>	\$ <u>110.01</u>	\$ <u>365.01</u>

*Use if only travel expense involved

REMAINING BALANCE IN .441 Account: \$

IF TRAVEL ONLY, REMAINING BALANCE IN .480 Account: \$

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): [Signature]

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: .441-\$.480-\$

TOWN BOARD ACTION: Approved Disapproved Date:



Fall 2018 Training Courses

CONNECTICUT
MAINE
MASSACHUSETTS
NEW HAMPSHIRE
NEW YORK
RHODE ISLAND
VERMONT

Laboratory Procedures

(FOLLOWED BY OPTIONAL NEWEA EXAM)

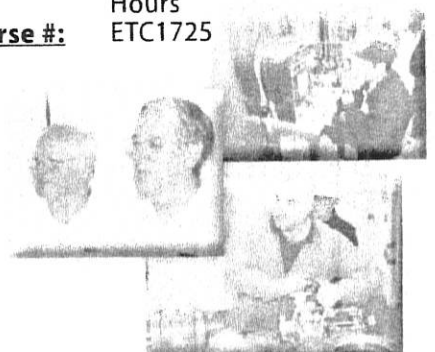
Tuesday-Wednesday, October 30-31, 2018
Yorktown Heights Volunteer Fire House, Yorktown Heights, NY
8:30 a.m. - 3:30 p.m. Sign-in begins at 8:00 a.m.

This one-and-a-half day course provides WWTP personnel with the opportunity to learn the laboratory tests for NPDES permitting and plant operations. It prepares participants for the optional NEWEA Voluntary Laboratory Analyst Certification Exam that takes place after the course. Topics to be covered include proper sampling techniques; analyses, meter calibrations, and general QA for pH; total residual chlorine; total suspended solids; biochemical oxygen demand; E-coli; total phosphorous and turbidity; secondary treatment processes; lab management; and chemical hygiene.

*** NEWEA's Voluntary Laboratory Analyst Certification exam will be held the afternoon of October 31. If you want to take the exam, you must complete the attached exam application & submit to NEIWPCC with your course registration.**

****In order to take the exam ONLY, you must apply directly to NEWEA.**

Instructor: Andy Fish, formerly VT DEC
Cost: \$255 (course & exam)*
\$205 (course only)**
(LUNCH INCLUDED IN COST)
Credits: 9 Training Contact Hours
Course #: ETC1725



Dr. Theresa (D'Antonio) Krumm(1947 - 2018)

Dr. Theresa (D'Antonio) Krumm

Tappan, NY - Dr. Theresa (D'Antonio) Krumm passed away peacefully on Sept. 25th, 2018 at the age of 71.

She was born May 27th, 1947 to Julian and Josephine (Noyes) D'Antonio in Brooklyn, NY.

Theresa worked for the Town of Orangetown for 35 years. She was also an active member of the National Guard retiring with the rank of Lt. Colonel. During that time she received her RN nursing degree and went on to receive her Doctorate in Physiology. She was also an adjunct Professor at Mercy College. She also received a Woman of the year award on 2002 from the Sons of Italy.

Theresa is survived by her husband Ronald Sr., brother John, stepdaughter Kristen Kalafala and stepson Ronald Krumm Jr., three grandchildren Adrianna Krumm and Alexis and Addison Kalafala and several nieces and nephews. Her sister Dorothy predeceased her.

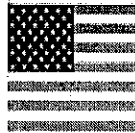
The Krumm Family will receive family and friends at the Moritz Funeral Home in Tappan on Sunday, Sept. 30th from 3 to 9pm. Funeral will be at Our Lady of Sacred Heart in Tappan on Monday, Oct. 1st, at 10am with burial with military honors to follow at F.W. Loescher Veterans Cemetery in New Hempstead.

Moritz Funeral Home

98 Route 303, Tappan, NY 10983

(845) 359-0890

www.moritzfh.com



Funeral Home

Moritz Funeral Home

98 Route 303 South Tappan, NY 10983

(845) 359-0890

Published in the The Journal News from Sept. 28 to Sept. 29, 2018

OBITUARIES

FUNERAL HOMES

SEND FLOWERS

NEWS & ADVICE

MEMORIALS

SERVICES



Wyman-Fisher
Funeral Home Inc.

Wyman-Fisher Funeral
Home Inc.
100 Franklin Ave.
Pearl River, NY 10965
845-735-2161

Website

View Map

Send Flowers

VISITATION

Monday, Oct. 15, 2018
5:00 PM - 8:00 PM

Wyman-Fisher Funeral
Home Inc.
100 Franklin Ave.
Pearl River, NY 10965
 View Map

MASS OF CHRISTIAN
BURIAL

Tuesday, Oct. 16, 2018
10:00 AM

St. Francis of Assisi R. C.
Church
West Nyack, NY

Add To Calendar

View Map

RESOURCES

More Obituaries for
Dolores Jochum

Looking for an obituary
for a different person
with this name?

Find a Different D.
Jochum

Dolores A. Jochum 1934 - 2018



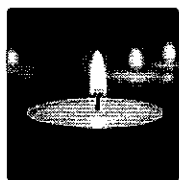
Add a Memory



Send Flowers



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Dolores A. Jochum

St. Augustine, FL formerly of Pearl River - Dolores Alice Jochum of St. Augustine, FL, formerly of Pearl River, NY died on Tuesday, October 9, 2018. She was 84.

Dolores was a RN and worked at Dominican Convent, Dominican Sisters of Sparkill in Sparkill, NY until her retirement in 1989.

Dolores was born January, 1934 in Bronx, NY to Adolf and Alice (Donnelly) Backoff.

She attended Rockland Community College and graduated with an Associates Degree in Nursing.

Dolores lived and raised her family in Pearl River until moving to St. Augustine in 2013.

She is survived by her husband of 61 years, George Jochum; her four children, Lynn Pearse (Jeff), Christopher (Anne), Ellen McLiverty (James) and Stephen (Michele); seven grandchildren, Zachary and Tyler LaVallee, Hayley Jochum, Christopher and Brian McLiverty and Lindsey and Jake Jochum and her great- granddaughter Brooklynn Rae LaVallee.

A Mass of Christian burial will be celebrated 10:00AM Tuesday at St. Francis of Assisi R. C. Church, West Nyack, NY. Interment will follow at Cemetery of the Ascension, Airmont, NY. Visiting is Monday from 5:00 to 8:00 PM at Wyman-Fisher Funeral Home Inc.

In lieu of flowers donations can be sent in Dolores memory to the [American Heart Association](#).

Wyman-Fisher

Funeral Home Inc.

100 Franklin Ave.

Pearl River, NY 10965

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SYMPATHY FLOWER

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