

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.

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INCORPORATED TOWN OF ORANGETOWN, NEW YORK  
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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 I:

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 PALISADES 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° 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° 06' 07" EAST 24.01 FEET TO AN IRON PIPE;
2. NORTH 73° 41' 16" EAST 1,169.27 FEET;
3. NORTH 74° 48' 15" EAST 700.01 FEET;
4. SOUTH 15° 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° 09' 55" EAST 52.50 FEET;
6. SOUTH 15° 49' 44" EAST 65.51 FEET TO A POINT;

THENCE CONTINUING ALONG SAID LANDS OF THE ROCKLAND COUNTRY CLUB:

7. NORTH 70° 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° 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° 22' 03" WEST 869.53 FEET TO A MONUMENT;
2. SOUTH 4° 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 05° 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;

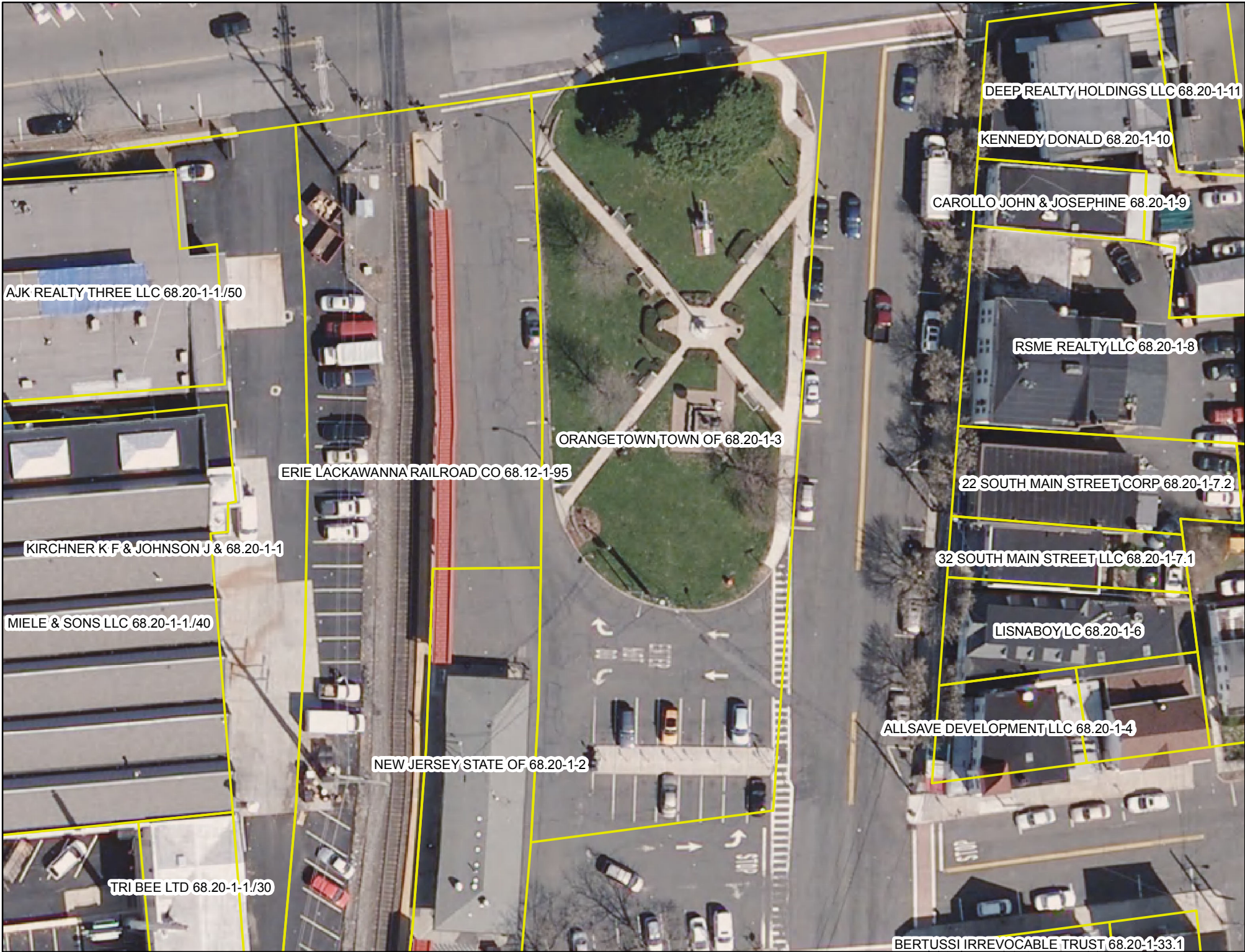
THENCE NORTH  $69^{\circ} 53' 16''$  EAST, A DISTANCE OF 286.76 FEET TO THE NORTHWEST CORNER OF "OUT PARCEL TO BE DEDICATED TO THE PEOPLE OF THE STATE OF NEW YORK";

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

NEW JERSEY STATE OF 68.20-1-2

ORANGETOWN TOWN OF 68.20-1-3

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



Pearl River

→ TAXI STAND →

ONE WAY

EV CHARGING STATIONS

DO N  
ENTE

Inbound Cafe & Bar

Station Plaza

S Main St

Pennies From Heaven

S Main St

Washing Board Laundromat

**LOCAL LAW NO. \_\_\_, 2018  
OF THE TOWN OF ORANGETOWN**

**A LOCAL LAW AMENDING LOCAL LAW NO. 4-1967 (CHAPTER 39 OF THE CODE OF THE TOWN OF ORANGETOWN ENTITLED “ONE-WAY STREETS AND PROHIBITED TURNS”).**

Be it enacted by the Town Board of the Town of Orangetown that the Local Law No. 4, 1967 (Chapter 39-12 (A) of the Code of the Town of Orangetown entitled “One-Way Streets and Prohibited Turns”), adopted on August 10, 1967, be and hereby is amended by this Local Law No. \_\_\_, 2018, so as to add a new sub-section “(10) to §39-12 (A), as follows:

10. The thoroughfare beginning at the Westerly end of Station Square off of South Main Street, and then heading North between Braunsdorf Park and the Pearl River Train Station platform, through to the intersection at East Central Avenue.

This Local Law No. \_\_\_\_\_, 2018, shall take effect immediately upon filing in the Office of the Secretary of State in accordance with §27 of the Municipal Home Rule Law.

**PROPOSED LOCAL LAW NO. \_\_ OF 2018,  
AMENDING CHAPTER 39 OF THE TOWN CODE  
REGARDING TAXI STANDS IN THE TOWN OF  
ORANGETOWN**

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

The said section of the Code, Chapter 39, Article I is amended as follows (Additions to the existing law are **Bold and underline**; Deletions are designated by ~~strike through~~):

**Section 1.**

§ 39-5 Prohibition of stopping, standing or parking in specified places.

Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or official traffic control device, no person shall, within the limits of the Town of Orangetown:

A. Stop, stand or park a vehicle:

10) On any portion of a public highway marked and designated by an official sign as a “taxi stand,” except a taxi.

- a. **A “taxi” shall be defined as a vehicle possessing valid New York State taxi, livery, or medallion registration, and operated by a person possessing a valid Class A, B, C, or E New York State Driver’s license.**
- b. **No taxi shall be permitted to wait for longer than one hour in a taxi stand without leaving and returning to the rear of the taxi stand. Taxis within the taxi stand shall queue up in the direction of traffic, gradually moving forward as the taxi in front of them leaves or becomes occupied. There shall be no fee for use of a taxi stand by a taxi.**
- c. **The Town Board shall designate the location of any Taxi Stand by resolution.**

**Section 2. Severability Clause**

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

**Section 3. Effective Date.**

This Local Law shall become effective immediately upon being filed with the Secretary of State.





# 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 \_\_\_\_\_**

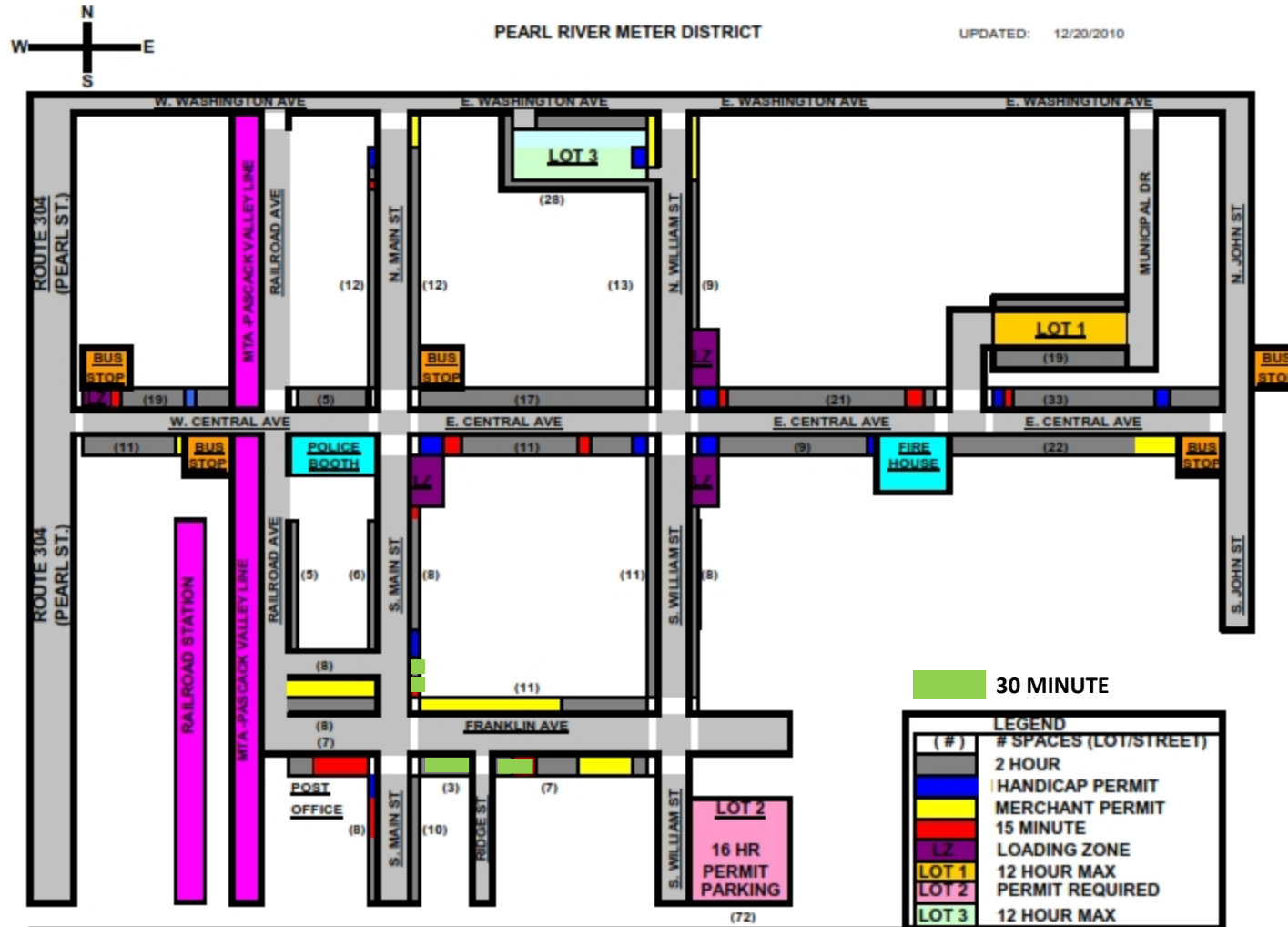
**Please note installation dates are on a first come first serve basis, we will do our best to accomodate any requests.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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



# Possible New Pearl River Parking Map w/30 min zones



**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



**Town of Orangetown**  
**Electric Vehicle Charging Stations**  
**Sparkill Depot Square**



0 10 20 40 60 80 Feet



DEPOT SQ

MAIN ST

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

PERMIT # 18-SP-55

RECEIVED

SEP 24 2018

RECEIVED

OCT 3 2018

Orangetown Police Department

EVENT NAME: Share Christmas - Rotary Club of P.R.

APPLICANT NAME: Douglas Ward - Stephen F. Marino

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 Marino 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:

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

FOR POLICE DEPARTMENT USE ONLY:

Police Detail (Y/N): Items:

APPROVED: CAPT BROWN [Signature] 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

RECEIVED

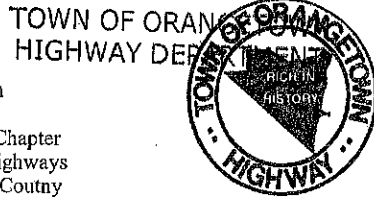
**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

SEP 24 2018

**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 • ORANGETOWN • 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](http://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

18-SP 55

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>RECEIVED</b>  <b>SEP 24 2018</b>	<b>CONTACT NAME:</b> All Sullita	<b>FAX (A/C, No):</b> 630-285-4062
		<b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY <b>E-MAIL ADDRESS:</b> rotary@ajg.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Lexington Insurance Company	19437
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**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	ADDITIONAL INSURED	SUBROGATION WAIVED	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)

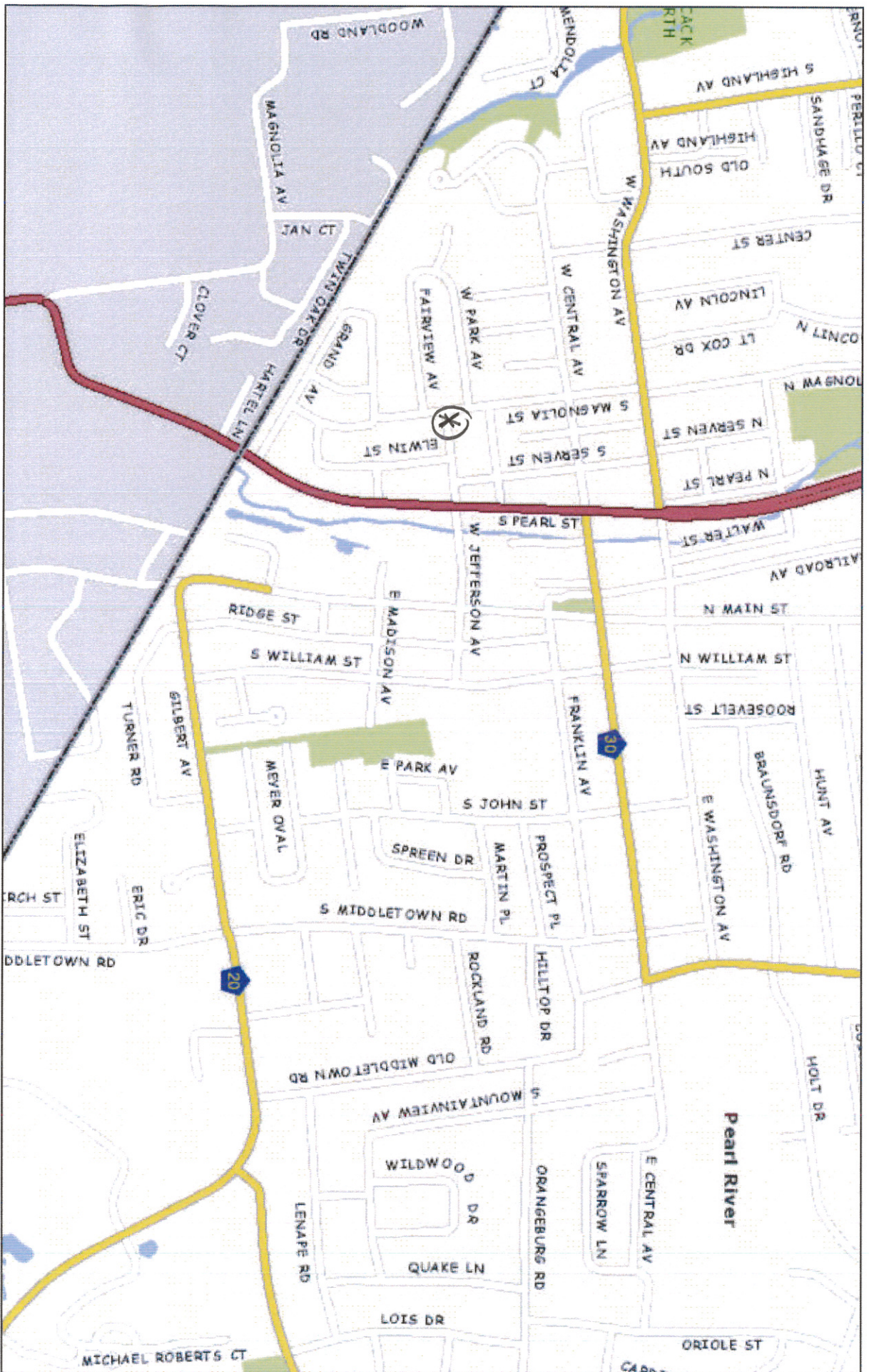
The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

## CERTIFICATE HOLDER      CANCELLATION

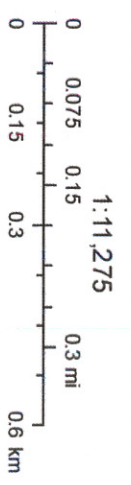
Re: Rotary Club of Pearl River Share Christmas and the Holidays 12/7/2018, rain date 12/14/2018 Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Rockland Base Map



August 23, 2018



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

18-SP-55



TOWN OF ORANGETOWN PARKS & RECREATION  
81 HUNT ROAD, ORANGETOWN, 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@orangetown.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@orangetown.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

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



# CERTIFICATE OF LIABILITY INSURANCE

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.

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

**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

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

**INSURER(S) AFFORDING COVERAGE**      **NAIC #**  
 INSURER A : Lexington Insurance Company      19437

INSURER B :  
 INSURER C :  
 INSURER D :  
 INSURER E :  
 INSURER F :

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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 <input type="checkbox"/> 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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS 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)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		NOT APPLICABLE			EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		NOT APPLICABLE			PER STATUTE	
						OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

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

AUTHORIZED REPRESENTATIVE

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 WINFOLSTORGEN

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:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>255.00</u>	\$ _____	\$ <u>255.00</u>
Lodging	_____	_____	_____
Meals	_____	<u>20.00</u>	<u>20.00</u>
Travel	_____	<u>90.01</u>	<u>90.01</u>
Other	_____	_____	_____
<b>Total</b>	\$ <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): 

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

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_



- CONNECTICUT
- MAINE
- MASSACHUSETTS
- NEW HAMPSHIRE
- NEW YORK**
- RHODE ISLAND
- VERMONT

**Laboratory Procedures**

(FOLLOWED BY OPTIONAL NEWEA EXAM)

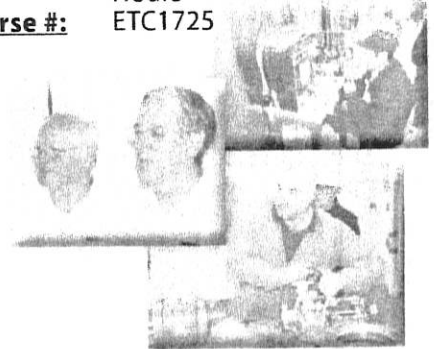
**Tuesday-Wednesday, October 30-31, 2018**  
**Yorktown Heights Volunteer Fire House, Yorktown Heights, NY**  
**8:30 a.m. - 3:30 p.m. Sign-in begins at 8:00 a.m.**

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







### 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@orangetown.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.

Customer: Town of Orangetown

By: \_\_\_\_\_

By: *Jeffrey W Bencik*

Name: James Cifaratta

Name: *Jeffrey W Bencik*

Title: Senior Vice President

Title: *Finance Director*

Date: \_\_\_\_\_ Time: \_\_\_\_\_

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](mailto: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

**10/23/18 Agenda**

**Resolution to amend 2018 Adopted Budget**

<b>FUND</b>	<b>ACCOUNT NO</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2018 ORIGINAL BUDGET</b>	<b>2018 ADJUSTED BUDGET</b>
<b>A</b>	A.1622.457	SHARED SERVICES.CONTRACTS W/OUTSIDE VENDORS	115,000	265,000
<b>A</b>	A.1310.443	FINANCE.MAINTENANCE AGREEMENTS	-	30,000
<b>A</b>	A.1355.485	ASSESSOR.CERTIORARI EXPENSE	15,000	32,500
<b>A</b>	A.9060.800	HOSPITALIZATION.FRINGE BENEFITS	2,456,114	2,258,614
<b>A</b>	A.9950.800	INTERFUND TRANSFERS	69,607	3,656,104
<b>A</b>	A.3599.000	APPROPRIATED FUND BALANCE	700,000	4,286,497
<b>B</b>	B.3120.011.16	POLICE.PERMANENT STAFF.POLICE	10,068,113	10,720,790
<b>B</b>	B.3120.012.16	POLICE.TIME & ONE HALF.POLICE	1,450,000	1,670,000
<b>B</b>	B.3120.016.16	POLICE.HOLIDAY PAY.POLICE	150,000	250,000
<b>B</b>	B.9060.800.16	HOSPITALIZATION.FRINGE BENEFITS.POLICE	4,485,608	4,155,608
<b>B</b>	B.2401.000.16	INTEREST EARNINGS.POLICE	24,000	194,000
<b>B</b>	B.3599.000.16	APPROPRIATED FUND BALANCE.POLICE	500,000	972,677
<b>B</b>	B.2300.000.16	SERVICES OTHER GOVERNMENTS.POLICE	-	100,000
<b>B</b>	B.2300.000.17	SERVICES OTHER GOVERNMENTS.OTHER	100,000	-
<b>D</b>	D.5110.011.04	HIGHWAY REPAIR & IMPROVE.PERMANENT STAFF.PART TOWN	2,484,907	3,234,907
<b>D</b>	D.9060.800.04	HOSPITALIZATION.FRINGE BENEFITS.PART TOWN	933,247	688,247
<b>D</b>	D.3599.000.04	APPROPRIATED FUND BALANCE	-	505,000
<b>D</b>	D.3089.000.04	STATE AID OTHER .PART TOWN	200,000	-

<b>D</b>	D.3089.000.05	STATE AID OTHER .TOWNWIDE	-	200,000
<b>G</b>	G.8110.011	SEWER ADMINISTRATION.Permanent STAFF	591,810	631,810
<b>G</b>	G.8120.011	SEWER COLLECTION SYSTEM.Permanent STAFF	1,049,008	1,084,008
<b>G</b>	G.8120.012	SEWER COLLECTION SYSTEM.TIME & ONE HALF	30,000	70,000
<b>G</b>	G.8120.020	SEWER COLLECTION SYSTEM.DOUBLE TIME	30,000	72,000
<b>G</b>	G.8130.011	SEWAGE TREATMENT PLANT.Permanent STAFF	1,548,302	1,715,302
<b>G</b>	G.8130.012	SEWAGE TREATMENT PLANT.TIME & ONE HALF	70,000	94,000
<b>G</b>	G.9060.800	HOSPITALIZATION.FRINGS BENEFITS	1,292,242	1,192,242
<b>G</b>	G.9061.800	DENTAL INSURANCE.FRINGS BENEFITS	46,049	76,049
<b>G</b>	G.3599.000	APPROPRIATED FUND BALANCE	200,000	478,000
<b>V</b>	V.9710.600.84	SERIAL BOND DEBT SERVICE.BOND PRINCIPAL	205,000	3,545,000
<b>V</b>	V.1380.457	FISCAL AGENT FEES CONTRACT W/OUTSIDE VENDORS	-	246,497
<b>V</b>	V.5031	INTERFUND TRANSFERS	-	3,586,497

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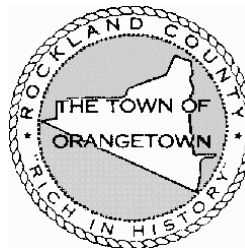
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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 10/19/18  
**CC:** DEPARTMENT HEADS



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The audit for the Town Board Meeting of 10/23/18 consists of 7 warrants for a total of \$2,037,474.30.

The first warrant had 2 vouchers for \$361.41 and was for utilities.

The second warrant had 1 vouchers for \$300 and was for insurance (museum).

The third warrant had 40 vouchers for \$94,942.21 and was for utilities.

The fourth warrant had 22 vouchers for \$1,121,900.01 and had the following items of interest.

1. Applied Golf – Blue Hill (p1) - \$126,250.00 for golf contract.
2. Applied Golf – Broadacres (p1) - \$59,500.00 for golf contract.
3. Chair, Worker’s Comp Board (p1) - \$19,213.54 for monthly fee.
4. CSEA Employee Benefit Fund (p3) - \$31,455.36 for dental benefits.
5. Hauser Bros. (p4) - \$78,778.00 for boiler replacement (bonded)
6. Landmark Tappan, LLC (p4) - \$15,000 for escrow refund.
7. Met Life (p5) - \$13,695.72 for police dental insurance.
8. NYS Dept. of Civil Service (p5) - \$760,213.10 for CSEA healthcare.

The fifth warrant had 16 vouchers for \$161,105.06 and was for utilities.

The sixth warrant had 1 voucher for \$582.84 and was for insurance policy.

The seventh warrant had 308 vouchers for \$658,282.77 and had the following items of interest.

9. Advanced Analytical Technologies (p3) - \$5,087.56 and was for sewer tests.
10. Beckmann Appraisals (p12) - \$9,500 for certiorari defense.
11. Brenner, PE LLB (p13) - \$5,875.00 for return of escrow.



12. Capasso & Sons (p15) - \$48,564.75 for recycling.
13. County of Rockland (p18) - \$19,844.47 for PILOTS.
14. ESC Environmental (p23) - \$11,574.15 for sewer chemicals.
15. Fiber Technologies (p25) - \$6,470 for connectivity.
16. Gentile (p31) - \$7,848.70 for 207c benefits.
17. Global Montello (p33) - \$42,282.24 for fuel.
18. Goosetown (p35) - \$10,065.22 for Police equipment leases.
19. Hayden Building Maintenance Corp. (p36) - \$9,915.00 for roof repairs.
20. JCI Jones Chemicals (p44) - \$12,305.52 for sewer chemicals.
21. Lochner Engineering (p52) - \$35,305.26 for sidewalks.
22. Montefiore (p55) - \$11,352.00 for EAP program.
23. Moody's Investor Services (p55) - \$15,000 for bond rating services.
24. NYS Unemployment Insurance (p58) - \$5,515.59.
25. NYSRPS (p60) - \$22,608.05 for Parks tickets.
26. Orrick, Herrington, & Sutcliffe (p61) - \$16,432.00 for bond counsel.
27. Peckham Road Corp. (p63) - \$9,600.00 for Highway paving.
28. Rockland County DOH (p71) - \$40,679.30 for animal control.
29. Sprague Operating Resources (p79) - \$28,063.40 for fuel.
30. State Comptroller (p87) - \$42,782.00 for Justice fines.
31. Swarco Americana (p88) - \$8,136.14 for Highway paving.
32. Tilcon NY (p90) - \$66,722.95 for Highway materials.
33. Virtuit Systems (p93) - \$8,013.82 for IT equipment.

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

Jeffrey W. Bencik  
845-359-5100 x2204