

**TOWN OF ORANGETOWN  
RTBM MEETING  
TUESDAY, NOVEMBER 1, 2016**

This Town Board Meeting was opened at \_\_\_\_\_p.m.

Councilman Denis Troy	_____
Councilman Thomas Diviny	_____
Councilman Paul Valentine	_____
Councilman Jerry Bottari	_____
Supervisor Andy Stewart	_____

**November 1, 2016 RTBM at 7:00 P.M. - Veterans Event - Honorable John Murphy to lead the recognition of a Veteran, John Zanfardino of Tappan, NY. Councilman Denis Troy to present the Town of Orangetown Proclamation**

***PLEDGE OF ALLEGIANCE TO THE FLAG***

**ANNOUNCEMENTS:** Veteran's Day Ceremony – Sunday, November 6, 2016 at 10:00 A.M. at the Walkway of Heroes at Lester Drive and Lowe Lane, Tappan, NY. Hosted by Raymond W. De Meola V.F.W. Memorial Post 1615 of Blauvelt, NY

Charlotte Madigan, the Town Clerk will be hosting free shredding services again, on November 15, 2016, from 12:00 P.M. – 4:00 P.M.. This event will be held in the parking lot of Town Hall, 26 W. Orangeburg Road, Orangeburg, NY

**PUBLIC COMMENTS:**

**TOWN BOARD**

**OPEN PH AT 8:00 P.M./2017 PRELIMINARY  
BUDGET**

1. **RESOLVED**, that the 8:00 p.m. public hearing to consider the adoption 2017 Preliminary Budget is hereby opened.

Public portion:

**CLOSE PUBLIC COMMENTS/2017 PRELIMINARY  
BUDGET**

2. **RESOLVED**, the public portion of this public hearing is hereby closed.

**TOWN BOARD**

**APPROVE CHANGES/MODIFICATIONS 2017  
PRELIMINARY BUDGET**

3. **RESOLVED**, that the Town Board hereby authorizes the following changes to the 2017 Preliminary Budget.

(Note changes and as appropriate, specific vote approving changes)

**ADOPT/ 2017 PRELIMINARY BUDGET**

4. **RESOLVED**, the Town Board hereby adopts the 2017 Preliminary Budget, as modified as the 2017 Final Budget. The 2017 Adopted Final Budget to be filed in the Office of the Town Clerk.

**CONTINUE PUBLIC HEARING AT 8:10  
P.M./PROPOSED LOCAL LAW NO. \_\_ OF 2016,  
AMENDING CHAPTER 43 OF THE TOWN CODE  
("ZONING") TO ESTABLISH A LANDLORD  
RENTAL REGISTRY**

*(As per Resolution No. 470, RTBM 9/27/16; and  
Resolution No. 453, RTBM 9/13/2016)*

5. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, open the public hearing on a proposed local law, amending Chapter 43 of the Town Code ("Zoning") to add a new Article XV, establishing a Landlord Registry applicable to rental properties within the Town.

**TOWN BOARD**

**CLOSE PUBLIC HEARING ON PROPOSED  
LOCAL LAW NO. \_\_ OF 2016, AMENDING  
CHAPTER 43 ("ZONING") OF THE TOWN CODE  
TO ESTABLISH A LANDLORD RENTAL REGISTRY**

6. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, close the public hearing on a proposed local law, amending Chapter 43 of the Town Code ("Zoning") to add a new Article XV, establishing a Landlord Registry applicable to rental properties within the Town.

**DESIGNATION OF LEAD AGENCY WITH RESPECT  
TO PROPOSED LOCAL LAW NO. \_\_ OF 2016,  
AMENDING CHAPTER 43 ("ZONING") OF THE  
TOWN CODE AND DETERMINATION UNDER  
SEQRA**

7. **RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for environmental review with respect to a proposed Local Law No. \_\_ of 2016, amending Chapter 43 of the Town Code ("Zoning") to add a new Article XV, establishing a Landlord Registry applicable to rental properties within the Town, and further determines, upon a review thereof, including the Short EAF filed in connection therewith, and a consideration of the various environmental issues identified thereon, that such action will not have a significant adverse environmental impact, and, therefore, issues a Negative Declaration with respect thereto under the State Environmental Quality Review Act.

**ADOPT LOCAL LAW NO. \_\_ OF 2016,  
AMENDING CHAPTER 43 OF THE TOWN CODE  
("ZONING") TO ESTABLISH A LANDLORD  
RENTAL REGISTRY**

8. **WHEREAS**, the Town Board, in furtherance of its desire to provide for the protection and promotion of the public health, safety, morals, comfort, convenience, prosperity and other aspects of the general welfare of the Town has adopted, implemented, amended and provided for the enforcement of the Zoning Code of the Town of Orangetown; and,

**WHEREAS**, the Town Board, on review of the Town Zoning Code, insofar as it relates to real property situated within the Town recognizes the need to establish a registry for all rental properties in order to allow its police, building and code enforcement personnel to identify and contact, as necessary, the persons responsible for the care, maintenance and management of such rental properties to better enforce the various local, state and federal safety regulations,

including property maintenance and safe building regulations, all in furtherance of the health, safety and welfare of all of the residents of the Town,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby adopts proposed Local Law No. \_\_\_ of 2016, amending Chapter 43 of the Town Code ("Zoning") to add a new Article XV, establishing a Landlord Registry applicable to rental properties within the Town, to read as follows:

**LOCAL LAW NO. \_\_\_ OF 2016, AMENDING CHAPTER 43 OF THE TOWN CODE ("ZONING")  
TO ESTABLISH A LANDLORD RENTAL REGISTRY**

Be it enacted by the Town Board of the Town of Orangetown as follows:

Section 1: Chapter 43 of the Town Code of the Town of Orangetown shall be amended to add a new Article XV, which shall read as follows:

**CHAPTER 43, ZONING**

**ARTICLE XV: LANDLORD REGISTRY ACT**

**§ 15.1. Title.**

The Town Council of the Town of Orangetown determines that the Title of this local law shall be "Article XV: Landlord Registry Act".

**§ 15.2. Purpose and Scope.**

The Purpose of this chapter is to establish a registry of all rental properties, as defined herein, in order to allow its police, building and code enforcement officials to identify and contact, as necessary, persons responsible for the care, maintenance and management of such properties, to better enforce the various ensure the enforcement, of local, state and federal safety regulations in furtherance of the health, safety and welfare of all of the residents of the Town.

The provisions of this chapter shall apply to all rental property located in the Town of Orangetown.

**§ 15.3. Definitions.**

For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them:

## **BUILDING**

Any structure within the Town wholly or partially enclosed within exterior walls, or within exterior and party walls, and a roof, affording shelter to persons, animals or property.

## **OWNER**

Any individual or individuals, partnership, corporation, LLC, LLP, or other type entity, and regardless of whether for profit or not-for-profit, in whose name the title to real property within the Town is vested.

## **RENTAL PROPERTY**

Includes all buildings, as defined herein, containing one or more spaces rented, leased, let, hired or permitted to be occupied, whether for compensation or otherwise, by persons or entities other than the record owner thereof. This definition includes any building containing commercial rental space, residential rental space, or a combination of commercial and residential rental space, but does not include owner occupied buildings.

### **§ 15.4. Registration of ownership rental property.**

- A. Registration. Every owner of rental property, as defined herein, shall be required to register such property within a period of thirty (30) days from the effective date of this article with the Town Clerk on such forms as shall be prescribed by the Town Clerk. A new registration form shall be filed whenever there is a change of ownership (and in the case of a corporation, partnership, LLC, LLP or other non-individual owner, whenever there is a change in the majority interest in the owner entity) of a rental property, and it shall be the responsibility of the new owner(s) to file such form within thirty (30) days of taking title to the property.

Following the initial registration, annual filing shall be made in and between January 1 and February 1 of each year, certifying that there has been no change in the status or ownership of the rental property or reflecting the nature of any change.

- B. Registry Fee. Every owner of rental property required to register with the Town Clerk shall pay an annual registration fee as follows:
- a) For a Building having 1-4 units -- \$20.00 per rental space or unit;
  - b) For a Building having 5-20 units -- \$10.00 per rental space or unit;
  - c) For a Building having more than 20 units -- \$5.00 per rental space or unit

Such fee shall be paid to the Town of Orangetown, and shall represent the cost of maintaining the registry and conducting periodic inspections and other activities, as may be required in furtherance of the purposes of this Article.

**§ 15.5. Registry form and filing.**

**A. The Registry form shall require the following information:**

- (1) The property address and section, block, and lot number as appears on the Tax Map of the Town of Orangetown, and the number of residential dwelling units and/or commercial units, as the case may be, permitted to be occupied on each property.
- (2) The owner(s)' name(s), mailing address(s), street address(s) and telephone numbers (facsimile and email included, if and as available). Post Office Box numbers may be included, but the physical location at which the owner may be contacted shall be required.
- (3) Where the property is owned by a corporation, the name, title, address and telephone number of the person designated by the corporation as responsible for the maintenance of the property and to receive service of process in addition to the Secretary of State, and of each shareholder thereof.
- (4) Where the property is owned by an LLC or LLP, the names and addresses (actual, not post office box) of each manager or managing member or partner, and of each member or Partner;

Where an LLC or LLP is owned or operated, in whole or in part, by a different LLC or LLP, then, the names and addresses of the manager or managing members or partners, as the case may be, of the LLC or LLP which owns the registering LLC or LLP.

- (5) Where day-to-day responsibility for the care and maintenance of the property rests with a person other than the officer, shareholder, manager or managing member or partner set forth on the registration, the name, address and telephone numbers of the person so responsible

- B. The form shall be signed by one of the owners and his or her designee and before a notary public and shall bear the following statement directly above such signatures: "I certify that all information contained in this statement, including the number of lawful rental spaces or units represented, is true and correct to the best of my knowledge and belief. I understand that the willful making of a false statement of material fact herein will subject me to the provisions of law relevant to the making of false instruments and shall constitute a violation of this Article".**
- C. It shall be the obligation of each owner to timely notify the Town Clerk whenever the information provided in the annual registry form has become outdated or for any reason is no longer accurate. It shall be the responsibility of each owner to recertify the aforementioned information annually.**

**§ 15.6. Penalties for offenses.**

- A. No rental property, as defined herein, shall be occupied except in compliance with the provisions herein, and the failure to comply shall constitute a violation of a certification of occupancy or other legal status permitting the use and occupancy of the building.
- B. Any person who shall violate any provision of this Article shall be punishable as provided in Chapter 41A-1 of this Code, in addition to any civil penalties or remedies as may apply.

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

**TOWN BOARD**

**GRANT PERMISSION/ALL U.S. MILITARY  
VETERANS /FREE GREENS FEES/VETERANS DAY  
2016**

- 9. **RESOLVED**, that upon the recommendation of the Orangetown Town Board, free greens fees are hereby granted to all U.S. Military Veterans, regardless of residency, on November 11th 2016, at Blue Hill Golf Course and Broadacres Golf Course, in gratitude for their service to this country. Marketing materials related to this benefit will request the Veterans be prepared to show proof of service.

**TOWN ATTORNEY**

**REDUCTION OF PERFORMANCE  
BOND/VICTORIA BLICKMAN  
JACQUENEY/BLICKMAN MINOR  
SUBDIVISION/SICKLETOWN ROAD, PEARL  
RIVER, NY/Tax Lot Section 69.19-Block 1-Lot 25**

- 10. **WHEREAS**, pursuant to Town Board Resolution 2011-616, the Town formally accepted, received and filed a Performance Bond from Victoria Blickman Jacqueney, Trustee of Nancy C. Blickman, in favor of the Town of Orangetown in connection with a certain subdivision known as "Blickman Minor Subdivision" located at Sickletown Road, Pearl River, New York and

**WHEREAS**, pursuant to said Resolution, Victoria Blickman Jacqueney posted an Irrevocable Letter of Credit No. SDCMTN553279 issued by HSBC Bank in favor of the Town of Orangetown in the amount of \$65,294.40 as collateral for said Performance Bond (reduced from \$97,980.00 originally set in Town Board Resolution 2008-128) and

**WHEREAS**, pursuant to Town Board Resolution 2012-36 the Town of Orangetown granted a reduction in the amount of the Performance Bond to \$29,564.40 and

**WHEREAS**, upon the applicant has requested a further reduction in Performance Bond, and upon recommendation of the Planning Board and DEME, the appropriate amount of the Performance Bond at this time should be \$4,320.00, which sum the applicant has submitted to the Town via bank check #102475908 issued by HSBC Bank,

**NOW THEREFORE**, be it hereby resolved that the Town Board hereby authorizes a reduction in the "Blickman Minor Subdivision" Performance Bond that was posted pursuant to Town Board Resolutions 2008-128, 2011-616, and 2012-36 to \$4,320.00 and

**BE IT FURTHER RESOLVED**, that upon the recommendation of the Town Attorney's Office, the Town hereby accepts and receives bank check #102475908 issued by HSBS Bank in the amount of \$4,320.00 and submitted on behalf of the Victoria Blickman Trust as collateral for performance of the terms and conditions of the aforesaid Performance Bond and

**BE IT FURTHER RESOLVED**, that the Amended Letter of Credit No. SDCMTN5532789 dated November 30, 2011 issued by HSBC Bank in favor of the Town of Orangetown in the amount of \$29,564.40 as collateral for the "Blickman Minor Subdivision" Performance Bond is hereby released.

## **HIGHWAY**

### **AWARD BID/CAST IRON CURB INLETS 2016/ONE-YEAR AGREEMENT WITH CHEMUNG SUPPLY CORP/ TWO-YEAR AGREEMENT WITH CAMPBELL FOUNDRY CO**

- 11.** RESOLVED, that upon recommendation of the Superintendent of Highways, the Cast Iron Curb Inlets bid, item numbers, 1, 2, 3, 7, 11, 13, with a one-year agreement be awarded to Chemung Supply Corp., Elmira, New York, based on the lowest price and compliance with our specifications. Cast Iron Curb Inlets bid, item numbers, 4, 5, 6, 8, 9, 10, 12, with a two-year agreement be awarded to Campbell Foundry Co., Harrison, New York, based on the lowest price and compliance with our specifications.



**HIGHWAY**

**AWARD BID/ROOF REPLACEMENT/HIGHWAY  
ADMINISTRATION, OPERATIONS AND SIDE  
GARAGE/HAYDEN ROOFING OF WEST NYACK,  
NY**

- 12. RESOLVED**, that upon the recommendation of the Superintendent of Highways, the bid for the Roof Replacement of the Highway Administration, Operations Office and Side Garage be awarded to Hayden Roofing of West Nyack the lowest qualified bidder for a total amount of \$252,693.00. Work completed under this contract to be charged to Account #D.5112.457.

**AUTHORIZE BROOKER ENGINEERING,  
PLCC/PERFORM HYDROLOGIC AND HYDRAULIC  
ANALYSIS/MONTGOMERY ROAD/86 LOIS  
DRIVE CULVERT, PEARL RIVER,  
NY/WATERCOURSE EROSION MITIGATION**

- 13. RESOLVED**, that upon the recommendation of the Superintendent of Highways, Brooker Engineering, PLCC, is hereby authorized to perform hydrologic and hydraulics analysis at the culvert at Montgomery Road, Pearl River, NY (Montgomery Road and 86 Lois Drive) in an amount not to exceed \$9,600.00, charged to Account No. D.5110.457.04.

**PERSONNEL**

**ACCEPT RETIREMENT/JAMES WILSON/PARKS  
AND RECREATION DEPARTMENT/EFFECTIVE  
OCTOBER 29, 2016**

- 14. RESOLVED**, accept with regret, the retirement of James Wilson, Maintenance Supervisor in the Parks and Recreation Department, effective October 29, 2016, after 24 years of service.

**PERSONNEL**

**ACCEPT RETIREMENT/ROSEMARIE  
MAIORANO/TOWN CLERK'S OFFICE/EFFECTIVE  
OCTOBER 29, 2016**

15. **RESOLVED**, accept with regret, the retirement of Rosemarie Maiorano, Senior Account Clerk in the Town Clerk's office, effective October 29, 2016, after 15 years of dedicated service.

**APPOINT ROBERT GERARD/MAINTENANCE  
SUPERVISOR (GROUNDS)/PARKS AND  
RECREATION/effective October 31, 2016**

16. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, appoint Robert Gerard to the position of Maintenance Supervisor (Grounds), Grade 15, Step 19/24 at a salary of \$96,022.00, effective October 31, 2016.

**NEW BUSINESS:**

**FINANCE /CLOSE INACTIVE CAPITAL PROJECTS**

17. **RESOLVED**, that upon the recommendation of the Finance Director, that the following inactive Capital Projects are hereby closed:

Sewer Reconstruction – 2005/2006

Energy Performance

Note: These projects have been inactive for over five years. The Town's auditors recommended closing these accounts to streamline our financial reporting.

**NEW BUSINESS:**

**TOWN ATTORNEY**

**AUTHORIZE TOWN ATTORNEY TO COMMENCE  
A CIVIL ACTION AGAINST THOMAS EMMETT  
WOODS AND FIONA WOODS/SEEKING  
RECOVERY OF OUTSTANDING LICENSE FEES  
ARREARS**

18. RESOLVED, to authorize the Town Attorney's Office to commence a civil action (i.e., lawsuit), against Thomas Emmett Woods and Fiona M. Woods, seeking recovery of outstanding License Fees arrears (i.e., past due rent payments), in the amount of \$62,633.00, or any lesser amount to be determined at trial, arising out of Mr. & Mrs. Woods' corporation's, The Castle at Bluehill, Inc. d/b/a Emmett's Castle at Blue Hill's ('Emmett's Castle'), use, occupancy, possession and/or operation of the restaurant and bar facility located at the Town of Orangetown's Blue Hill Golf Course (a/k/a The Mansion), pursuant to a License Agreement, and Rider thereto, entered into between the Town and Emmett's Castle, dated 05/12/2011, which License Agreement, and Rider, included personal guarantees signed by Mr. & Mrs. Woods."

**TB DECISION/CONTRACT SYMPROCITY  
SOFTWARE SOLUTIONS, INC. JANUARY 1, 2017  
– DECEMBER 31, 2017**

19. RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a one (1) year contract, on behalf of the Town, as proposed and written, with SYMPROCITY SOFTWARE SOLUTIONS, INC., for the inspection and record keeping software program and database customized for the Bureau of Fire Prevention, for a sum of FIVE AND 00/100 (\$5.00) DOLLARS per Inspection performed; and for the lease to the Town of a "Field Inspection Tablet Computer", specifically, the latest version of a Microsoft Surface Tablet(s) (or comparable substitute) with Internet Access for FOUR AND 00/100 (\$4.00) DOLLARS per inspection.

**NEW BUSINESS:**  
**TOWN ATTORNEY**

**APPROVE LOCAL LAW, INCREASING THE  
SALARY OF THE ELECTED SUPERINTENDENT OF  
HIGHWAYS FOR FISCAL YEAR 2016 ABOVE  
THAT SET FORTH IN THE NOTICE OF HEARING  
ON THE 2016 PRELIMINARY BUDGET**

20. **WHEREAS**, by resolution duly adopted the 27th day of September 2016, the Town Board directed the Supervisor to include certain specified salary increases for elected Town officials in the 2016 Preliminary Budget, so as to allow notice of such increases to be timely included and published in the Notice of Public Hearing on the said Budget; and

**WHEREAS**, the amount of the salary thereafter published in the Notice of Public Hearing for the Office of Superintendent of Highways was incorrectly stated at \$105,489.00, rather than \$106,989.00, as approved and included in the Preliminary Budget; and

**WHEREAS**, the Town Board wishes to compensate the Superintendent of Highways in the full amount authorized and intended; and

**WHEREAS**, pursuant to N.Y.S. Town Law § 27(1), the town board shall not fix the salaries of the members of the town board, an elected town clerk or an elected town superintendent of highways at an amount in excess of the amounts respectively specified in the notice of hearing on the preliminary budget published pursuant to section one hundred eight of this chapter, except that if an increase is authorized for not more than one fiscal year by local law adopted pursuant to the municipal home rule law,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby adopts the following local law, increasing the published salary for the Town Superintendent of Highways, subject to permissive referendum.

**LOCAL LAW NO. \_\_\_ OF 2016, RELATING TO THE SALARY OF THE SUPERINTENDENT OF  
HIGHWAYS FOR FISCAL YEAR 2016**

Be it enacted by the Town Board of the Town of Orangetown as follows:

Section 1: The Town Board of the Town of Orangetown, pursuant to Section 27 of the N.Y.S. Town, Law fixes the salary of the Superintendent of Highways for fiscal year 2016 at \$106,989.00, said amount having been appropriated in the 2016 final Town Budget, but being \$1,500.00 more than the salary set forth in the Notice of Public Hearing on the Preliminary Budget.

Section 2: The within law is adopted, subject to permissive referendum, pursuant to § 24(2)(h) of the N.Y.S. Municipal Home Rule Law.

Section 3: Effective date. The provisions of this local law shall take effect immediately upon filing with the Secretary of State.

**AUDIT**

**PAY VOUCHERS**

1. **RESOLVED**, that upon the recommendation of the Finance Director, Jeff Bencik, the Finance Office is hereby authorized to pay vouchers for the General Fund, Town Outside Village, Blue Hill, Broadacres, Highway, Sewer, Capital Projects, Risk Retention, and Special Parking Funds for a total amount of **\$2,083,155.52.**

Adjournments at \_\_\_\_\_in memory of:

**Ray Coffey, Orangeburg**

**Marlene Kleiner, Grand View  
(Mother of Former Supervisor Thom Kleiner)**

**Nicolette Peneno, Pearl River  
(Daughter of Employee Frank Peneno)**

TOWN OF ORANGETOWN

DATE: November 1, 2016

WARRANT

Warrant Reference	Warrant #	Amount
	102616	\$ 36,491.86 Utility Bill
	110116	\$ 2,046,663.66

Approved for payment in the amount of

Total \$ 2,083,155.52

The above listed claims are approved and ordered paid from the appropriations indicated.

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Andrew Stewart

# Please Join Us In Paying Tribute To A Local Hero Of The "Forgotten War"



## Please Join Us

To thank a genuine Hero and survivor  
as a very young man, of the Korean War  
and the 1953 Battle of Pork Chop Hill,  
in which 243 were killed, 916 wounded  
9 captured & 163 bodies never recovered

John Zanfardino of Tappan

for his courageous military service/sacrifice  
and for a very distinguished career in the  
NYPD

7 - 7:30

Tuesday, November 1st

Orangetown Town Hall

410

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Brandy: 388

US DOLLAR DRAFT  
(OFFICIAL CHECK)

No. 102475908

NANCY C BLICKMAN TRUST

REMITTER

22SEP2018

DATE

60-128  
223

PAY

USD FOUR THOUSAND THREE HUNDRED TWENTY ONLY

\$4,320.00

U.S. DOLLARS

TO  
THE  
ORDER  
OF

TOWN OF ORANGETOWN

Drawer: HSBC Bank USA, N.A.

TWO SIGNATURES REQUIRED FOR AMOUNT \$50,000 AND ABOVE

*[Signature]*

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Payable through HSBC Bank USA, N.A.

⑈ 102475908 ⑈ ⑆ 022301253⑆ 713011556 ⑈



New Business

**Blickman Subdivision Plan (Performance Bond #16-09-70.10:3:18)  
Recommendation to the Town Board  
to Reduce the Amount and Form of Collateral  
of the Performance Bond**

**Town of Orangetown Planning Board Decision  
September 14, 2016  
Page 1 of 2**

TO: Victoria Blickman Jacqueney, 15 Sickletown Road, Pearl River,  
New York, 10965  
FROM: Orangetown Planning Board

RE: The application of Victoria Blickman Jacqueney, Trustee, owner, for a Recommendation to the Town Board for a **Reduction in the Amount and form of Collateral for the Performance Bond** for a site known as "**Blickman Subdivision Plan**", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown. The site is located at 15 Sickletown Road, Pearl River, Town of Orangetown, Rockland County, New York and as shown on the Orangetown Tax Map as Section 69.19, Block 1, Lots 25.1, 25.2 & 25.3 in the R-40 zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held, Wednesday, **September 14, 2016 as New Business** at which time the Board made the following determinations:

1. The Board reviewed and approved a Recommendation to the Town Board to allow the applicant to deposit a certified check/cash in the amount of \$4,320.00, to cover the cost of outstanding items of the Performance Bond, as established by a memorandum dated September 8, 2016 by the Town of Orangetown Department of Environmental Management and Engineering, signed by Bruce Peters, P.E.

The hearing was then opened to the Public. There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by Bruce Bond and seconded by Michael Mandel and carried as follows: Kevin Garvey, Chairman, aye; Bruce Bond, Vice Chairman, aye; Michael Mandel aye; William Young, aye; Stephen Sweeney, aye; Robert Dell, aye and Thomas Warren, aye.

**RECOMMENDATION:** In view of the foregoing, the Board Recommended to the Town Board a **Reduction in the Amount and form of Collateral for the Performance Bond subject to the following conditions:**

1. All previous conditions of subdivision approvals and performance bond requirements remain in effect.
2. The applicant shall comply with the amount of the Performance Bond in accordance with the interdepartmental memorandum signed by Bruce Peters, P.E., Department of Environmental Management and Engineering (DEME), Town of Orangetown dated September 8, 2016. The term of the Performance Bond shall not exceed one (1) year as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before September 8, 2017, and Subject to the Following Conditions:

:  
New Business

Blickman Subdivision Plan (Performance Bond #16-09-70.10:3:18)  
Recommendation to the Town Board  
to Reduce the Amount and Form of Collateral  
of the Performance Bond

Town of Orangetown Planning Board Decision  
September 14, 2016  
Page 2 of 2

<u>Item</u>	<u>Cost</u>
As - Built Drawings	\$ 3,600.00
<u>Sub-Total</u>	<u>\$ 3,600.00</u>
Administrative Close-out (20% of Sub Total)	\$ 720.00
<u>Total Bond</u>	<u>\$ 4,320.00</u>

All Bonds are to conform to current town regulations and are subject to approval by the Town of Orangetown Town Attorney's Office as to form and substance.

The foregoing Resolution was made and moved by and Bruce Bond seconded by Michael Mandel and carried as follows: Kevin Garvey, Chairman, aye; Bruce Bond, Vice Chairman, aye; Michael Mandel aye; William Young, aye; Stephen Sweeney, aye; Robert Dell, aye and Thomas Warren, aye.

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

Dated: September 14, 2016  
Cheryl Coopersmith

OCT 07 2016

*No One in Attendance*  
*Opened in Public Outside of Auction 1*  
 DATE **October 6, 2016**

BID OPENING TIME **11:00AM**  
 HIGHWAY **28**

CONTRACTOR NAME & ADDRESS	<i>Chemung Supply Elmira, NY</i>	<i>Campbell Foundry Harrison, NJ</i>				
DATE RECEIVED	<i>9/29/16</i>	<i>10/6/16</i>				
TIME RECEIVED	<i>12:23</i>	<i>8:26A</i>				
NON COLLUSION STATEMENT	<i>✓</i>	<i>✓</i>				
BID BOND or CERTIFIED CHECK	<i>✓</i>	<i>✓</i>				
ITEM #1 – Manhole Frame and Cover, Heavy Duty, Campbell Foundry Co. Pattern No. 1012B or equal. The word "SEWER" shall be cast in letters at least 1 1/2" in height.						
PRICE	<i>\$315.00 Y</i>	<i>\$475.00 Y</i>	\$	\$	\$	
ITEM #2 – Leaching Basin Flat Frame and Flat Grate, 26 x 26, Campbell Foundry Co. Pattern No. 2815 or equal						
PRICE	<i>\$200.00 Y</i>	<i>\$288.00 Y</i>	\$	\$	\$	
ITEM #3 – Sewer Manhole Frame and Cover, Heavy Duty, Locking Type. The word "SEWER" shall be cast in letters at least 1 1/2" in height. Campbell Foundry Co. Pattern No. 1460B or equal						
PRICE	<i>\$430.00 Y</i>	<i>\$525.00 Y</i>	\$	\$	\$	
ITEM #4 – Highway Catch Basin with Curb Inlet, 27 1/2" x 25 1/2", Campbell Foundry Co. Pattern No. 2618 or equal.						
PRICE	<i>\$725.00 Y</i>	<i>\$692.00 Y</i>	\$	\$	\$	
ITEM #5 – Highway Catch Basin with Curb Inlet, 42" x 48", with Modified Type N-6 Curb Piece, Campbell Foundry Co. Pattern No. 2618 or equal						
PRICE	<i>\$725.00 Y</i>	<i>\$692.00 Y</i>	\$	\$	\$	
ITEM #6 – Highway Catch Basin with Curb Inlet, 30" x 48", Campbell Foundry Co. Pattern No. 2617 or equal, with 8" x 6" curb piece Pattern No. 2548 or equal, 2 7/8 Opening						
PRICE	<i>\$600.00 Y</i>	<i>\$615.00 Y</i>	\$	\$	\$	
ITEM #7 – Square Frame and Cover, Light Duty Solid, 25 1/4" x 25 1/4", Campbell Foundry Co. Pattern No. 2815 or equal						
PRICE	<i>\$275.00 Y</i>	<i>\$288.00 Y</i>	\$	\$	\$	
ITEM #8 – Drop Inlet, Single Frame and Flat Grate, Heavy Duty, 18" x 22", Campbell Foundry Co. Pattern No. 3405 or equal						
PRICE	<i>\$435.00 Y</i>	<i>\$408.00 Y</i>	\$	\$	\$	
ITEM #9 – Drop Inlet, Single Frame and Flat Grate, Heavy Duty, 19 1/2" x 30 1/4", Campbell Foundry Co. Pattern No. 3408 or equal						
PRICE	<i>\$685.00 Y</i>	<i>\$690.00 Y</i>	\$	\$	\$	
ITEM #10 – Drop Inlet, Double Frame and Flat Grate, Heavy Duty, 48" x 45" Campbell Foundry Co. Pattern No. 3425 or equal						
PRICE	<i>\$805.00 Y</i>	<i>\$754.00 Y</i>	\$	\$	\$	
ITEM #11 – Waterweight Frame and Cover, Heavy Duty, Round Flange, Campbell Foundry Co. Pattern No. 6545 or equal						
PRICE	<i>\$140.00 Y</i>	<i>\$1326.00 Y</i>	\$	\$	\$	
ITEM #12 – Waterweight Frame and Cover, Heavy Duty, Square Flange, Campbell Foundry Co. Pattern No. 1564 or equal						
PRICE	<i>\$N6 Bid</i>	<i>\$782.00 Y</i>	\$	\$	\$	

DIST: DIST: TB, SS, TA Highway

#11

5 ITEM

CAST IRON CURB INLETS

SHEET

2 OF 2

BID OPENING TIME

11:00AM

DATE

October 6, 2016

CONTRACTOR NAME & ADDRESS					
	<i>Cheshung Supply Elmira, NY</i>	<i>Campbell Foundry Harrison, NY</i>			
DATE RECEIVED					
TIME RECEIVED					
NON COLLUSION STATEMENT					
BID BOND or CERTIFIED CHECK					

ITEM #13 - Drop Inlet, Single Frame and Concave and Grate, Heavy Duty, 36" x 22" Campbell Foundry Co. Pattern

No. 3400 or equal

PRICE	<del>\$340.00</del> Y	<del>\$453.00</del> Y	\$	\$	\$
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Option #1 - Prices shall remain in effect up to and including One (1) year from the date of the Contract

YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----	-----	----	-----	----

Option #2 - Prices shall remain in effect up to and including Two (2) year from the date of the Contract

YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----	-----	----	-----	----

DIST:

REPLACEMENT RECEIVED

SHEET 1 OF 1

ADMINISTRATION & OPERATIONS OFFICES HIGHWA DEPT.

BID OPENING TIME

11:00AM

DATE

September 21, 2016

CONTRACTOR  
NAME  
&  
ADDRESS

Hayden  
W. Nyack, NY

Sandhill  
Contracting  
Astoria, NY

DATE RECEIVED

9/21/16

9/21/16

TIME RECEIVED

10:17 AM

10:48 AM

NON COLLUSION  
STATEMENT

✓

✓

BID BOND or  
CERTIFIED CHECK

✓

N/A

✓

N/A

N/A

N/A

N/A

Roof Replacement of Administrative and Operations Offices

Furnish all Labor, equipment and materials to complete roofing work in accordance with the Specifications

LUMP SUM BID

\$154,813

\$174,768

\$

\$

\$

Alternate Bid #1 - Side Garage Roof Replacement

Furnish all Labor, equipment and materials to complete roofing work in accordance with the Specifications

LUMP SUM BID

\$97,880

\$119,140

\$

\$

\$

252,693.00

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

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



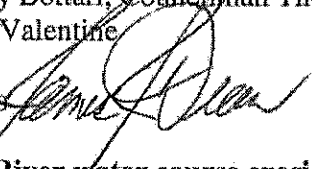
**HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN**  
119 Route 303 • Orangeburg, NY 10962  
(845) 359-6500 • Fax (845) 359-6062  
E-Mail – [highwaydept@orangetown.com](mailto:highwaydept@orangetown.com)

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

## MEMORANDUM

**DATE:** October 20, 2016

**TO:** Supervisor Andy Stewart, Councilman Jerry Bottari, Councilman Thomas Diviny,  
Councilman Denis Troy, Councilman Paul Valentine

**FROM:** James J. Dean, Superintendent of Highways 

**RE:** Montgomery Road/86 Lois Drive, Pearl River water course erosion  
mitigation

This department and the DEME have been discussing a mitigation plan to address the referenced water course erosion problem Mr. McGeever brought to our attention September 2013.

After complete field inspection and review of potential solutions we have determined the best solution is to enclose approximately 100 feet of this open channel with the appropriate sized round HDPE pipe, as well as constructing approximately 40 feet of down-stream energy dissipation/stream bottom/ stream bank stabilization.

It must be noted that the existing water course/drainage ditch bisects the McGeever property. Installing a pipe, backfilling and finish grading of this area will give the residents the benefit of connecting a portion of their bisected back yard. Realizing the potential benefit to their property, the owners have offered to pay for all the pipe and other materials that the Town will be required to purchase to complete this project.

As mentioned prior, Joe Moran and I have discussed this in depth. Our DEME will provide the final design for whichever remediation plan we determine. However, in order to further develop this project we will need outside engineering assistance. We have secured a proposal for the necessary services from Brooker Engineering, PLLC in the amount of \$9,600.00.

Therefore, the proposed resolution to hire Brooker Engineering, PLLC to provide the engineering services, not to exceed \$9,600.00, is provided for your review.



JAMES WILSON



October 7, 2016

Mr. Aric T. Gorton  
Superintendent  
Town of Orangetown  
Parks & Recreation  
81 Hunt Road  
Orangeburg, New York 10962

Dear Mr. Gorton:

Please accept this letter as my official notice of retirement from the Town of Orangetown, effective October 29, 2016, after twenty four years of service.

I would like to thank the Town of Orangetown for the opportunity of employment and it has been a privilege to work within the Department of Parks and Recreation and Buildings.

My best wishes to all in the Town of Orangetown, and especially my co-workers within the Department.

Sincerely yours,

A handwritten signature in cursive script that reads "James E. Wilson".

James Wilson  
Maintenance Supervisor/Grounds

Cc: Town Board  
Donna Morrison

October 24, 2016

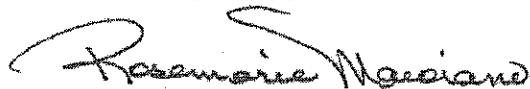
Dear Charlotte:

This letter is my official notification to you and to the Town of Orangetown that I will be retiring effective October 29, 2016.

I am excited about my impending retirement but wanted to take this opportunity to thank you for all of the opportunities that I have experienced working for you

Please let me know if there is anything I can do to help you with the transition of my work to another employee. I plan to work right up until my retirement date and will be happy to help you make a smooth transition.

Rosemarie Malorano

A handwritten signature in cursive script that reads "Rosemarie Malorano". The signature is written in dark ink and is positioned below the printed name.



**COMPUTER INFORMATION SYSTEM AGREEMENT  
BETWEEN  
TOWN OF ORANGETOWN AND SYMPROCITY SOFTWARE SYSTEMS INC.**

THIS AGREEMENT ("Agreement") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and among the **TOWN OF ORANGETOWN**, with offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as "TOWN"), and **SYMPROCITY SOFTWARE SYSTEMS, INC.**, a Delaware business corporation with corporate headquarters at 1220 North Market Street, SUITE 806, Wilmington, Delaware 19801 (hereinafter referred to as "SYMPROCITY").

**WITNESSETH:**

**WHEREAS**, in 2013 the TOWN requested a Cost Proposal for a Computerized Information System, which included but was not limited to: a system permitting data entry and forms for periodic Fire Safety Inspection, Hazardous Materials Permits, Operating Permits; and including a Geographic Information System (GIS) from SYMPROCITY; SYMPROCITY submitted a Cost Proposal and was selected as the vendor to complete this project; and SYMPROCITY has developed a data entry system and forms loaded all Fire Safety Inspection records and data from the TOWN'S "Lotus Approach" system, and other databases (including Excel Spreadsheets) into the SYMPROCITY software program; SYMPROCITY obtained a master property file from the TOWN Tax Assessor for properties which fall under the Fire Safety Inspection purview, and loaded a parcel database to create customized forms and templates specific to the TOWN'S fire safety inspection needs;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

**I. SCOPE OF WORK**

SYMPROCITY shall perform in a proper manner, satisfactory to the TOWN, and deliver the following:

- a) SYMPROCITY will update the master parcel database from the TOWN Assessor's office on an annual basis or as necessary; and will provide a report to the Bureau of Fire Prevention;
- b) The continued development of customized forms and templates specific to the TOWN's fire safety inspection needs;
- c) The training of Town employees in the use of the software system, which will allow for the tracking and management of fire safety inspections ("the System");
- d) The software shall contain the parcel history of activities related to a parcel, including fire inspections, other required permits, complaints and other actions;
- e) The program will allow full tracking and scheduling of inspections, including check lists, documents, fees, and photographs/pictures.

- f) An inspection template has been created for fire safety inspections, hazardous materials permits and operating permits;
- g) The software will permit the creation of recurring inspections for annual fire inspections;
- h) The software will allow for annual notices regarding fire inspections to be sent out via a Mail Merge capability;
- i) The program will allow for the creation of the Town's fee schedule for such inspections;
- j) The system will keep detailed information for the management of multiple units and commercial units under one Parcel ID for management purposes; and such information will include, but not be limited to, owner, emergency contact, fire inventory (knox box, fire suppression systems, etc.), occupancy type, floor area, etc.;
- k) A "User Manual" will be embedded on each page of the software;
- l) A "Calendar System" so that the inspections appointments can be set within the system, and transferred to Microsoft Outlook for easy accessibility by Fire Inspectors; The calendar will automatically sync with Microsoft Outlook;
- m) The "Calendar System" will permit the scheduling of tasks, meetings, etc.; and have the capability of being set as recurring and having reminders set for the appointment;
- n) The software will permit the attachment of electronic documents to a parcel, permit, complaint or application, including Word Documents, Excel spreadsheets, maps, emails, or scanned documents; and will support any electronic document format; and will permit the emailing of attached documents; and the importing of multiple documents;
- o) The software will allow the TOWN to attach digital photographs to application forms, or inspections directly from a tablet or digital camera or camera phone;
- p) The software will permit the TOWN to create customizable reports, such as by parcel identification (I.D.) numbers, address, type, etc.;
- q) The software will permit the TOWN to view and examine the data;
- r) SYMPROCITY will set user rights for each user; and will permit the TOWN to control access to the program; including administrative rights which will permit the administrator to see calendars and scheduling of inspectors;
- s) The annual service and support contract will provide the TOWN with the installation, software service and support for **TWELVE (12) MONTHS**; This will include:
  - a. Advice for procedural questions;
  - b. Regular software updates (2-4 times per year, and as necessary);
  - c. All fixes for problems encountered; and support for restoring the system to a production state after hardware failures or power outages; Support will be delivered by telephone and internet connection, and on-site visits, if required;
- t) SYMPROCITY will provide the TOWN with unlimited tech support; SYMPROCITY Technicians are available from 7:00 a.m. EST to 8:00 p.m. EST;
- u) SYMPROCITY will provide quarterly reports of the Town's Fire Safety Inspections;

- v) Delivery of transaction logs via "ftp" as text files;
- w) SYMPROCITY will maintain the security and integrity of the records maintained on the system and;
- x) SYMPROCITY will upgrade the software periodically and when required;
- y) SYMPROCITY will secure the software and the systems on which it is installed;
- z) SYMPROCITY will provide the TOWN with the SYMPROCITY software so that users can work on a "remote" basis i.e. on a tablet which will synchronize with the program; the features of the mobile system will allow the TOWN users to enter inspection results on site; view all users inspections and appointments in schedule format; and perform all aspects of the SYMPROCITY program while working with "live" data.

The TOWN agrees to provide SYMPROCITY with access to its current fire safety inspection records for the fulfillment of the Agreement. The TOWN will have direct access to the SYMPOCITY system, and there shall be no restrictions on the number of computers which can access the System. The only requirement for access to the System is Internet access.

SYMPROCITY shall set up an automated process that will electronically transfer data collected in the System from servers owned and operated by SYMPROCITY to servers owned and operated by the TOWN.

## II. TIME OF PERFORMANCE

The services to be performed hereunder shall become effective upon execution of this Agreement and shall commence upon receipt by SYMPROCITY of a fully executed Agreement from the TOWN. Services by SYMPROCITY shall be completed as expeditiously as is consistent with professional skill and care.

## III. COMPENSATION AND PAYMENT

As compensation and payment for this Agreement, SYMPROCITY shall receive FIVE AND 00/100 (\$5.00) DOLLARS per Inspection performed; and SYMPROCITY shall lease the TOWN a "Field Inspection Tablet Computer", specifically, the latest version of a Microsoft Surface tablet (or comparable substitute), with Internet Access for FOUR AND 00/100 (\$4.00) DOLLARS per inspection. SYMPROCITY shall repair and/or replace any damaged tablet device. SYMPROCITY will submit an invoice to the TOWN Finance Department on a quarterly basis.

## IV. TERM OF AGREEMENT

The term of this Agreement shall be ONE (1) YEAR commencing upon execution of this Agreement and terminating upon the first (1<sup>st</sup>) anniversary of execution unless terminated earlier pursuant to the terms of this Agreement. It may be renewed upon mutual consent by both parties, and with the necessary approval of the Town Board, on such terms as the parties negotiate.

## V. REPORTING

As part of this Agreement, SYMPROCITY will provide the TOWN with quarterly reports of 'Fire Safety Inspections'. The TOWN will have the capability to independently verify information provided by SYMPROCITY in the form of transaction logs verifiable by a third-party.

## VI. COMPLIANCE WITH LAWS

SYMPROCITY shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the Work performed hereunder. In addition, SYMPROCITY shall implement such security measures as are equal to or better than industry standards, which includes but is not limited to Control Objectives for Information and Related Technology (COBIT), a framework created by the Information Systems Audit and Control Association for information technology management and governance; during the entire term of this Agreement, so as to maintain the security and integrity of the records maintained on the system and shall upgrade the software periodically, where required, so as to ensure that the software is maintained in a manner that secures, as much as is reasonably practicable, the software and the systems on which it is installed from corruption, hacking and the like.

In addition, nothing in this Agreement is intended to relieve the TOWN or SYMPROCITY of their respective obligations under relevant law concerning document retention, data protection, privacy laws, and document production laws.

## VII. SUBCONTRACT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted, in whole or in part, without the prior written consent of the TOWN. Approval by the TOWN of any subcontractor shall not relieve SYMPROCITY of any liability or responsibility for the proper performance of the Work under this Agreement.

SYMPROCITY shall not assign, sublet, or otherwise transfer its interest in this Agreement without the written consent of the TOWN.

## VIII. TERMINATION

Either party shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the other party. Written notice shall be required thirty (30) days prior to termination. Upon receipt of written notice of termination of this Agreement, the notified party shall immediately discontinue performance.

In the event of termination, the TOWN shall pay SYMPROCITY for all Fire Safety Inspections satisfactorily completed to date of the termination.

## IX. NOTICE

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail, and shall be deemed effectively received (i) if delivered in person, on the date of delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third (3<sup>rd</sup>) business day following the deposit thereof, postage prepaid.

### Notice to the TOWN shall be addressed to:

Supervisor, Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
Tel: (845) 359-5100 x2274  
Fax: (845) 359-2623

### Notice to SYMPROCITY shall be addressed to:

Symprocity Software Systems, Inc.  
Attn: President  
125 Clinton Road, Suite 5  
Fairfield, New Jersey 07004  
Tel: (973) 244-7844  
Fax: (973) 215-2022

## X. OWNERSHIP OF DATA

It is understood and agreed that the data collected and stored in the System is solely owned by the TOWN.

If SYMPROCITY stores, collects or maintains data electronically as a condition of accessing TOWN information, such data shall only be used internally by SYMPROCITY for the purpose of implementing this Agreement, and shall not be disseminated to third parties or used for other marketing purposes.

In the event that SYMPROCITY dissolves or discontinues, for any reason, support of the software, during the term of this Agreement and, as a result, ceases to perform its obligations under this Agreement, the TOWN shall have unrestricted rights to the data relating to the Work in Exhibit A for the purpose of re-creating the System. SYMPROCITY shall deliver all data and the complete database to the TOWN at least ONE (1) MONTH prior to such dissolution or discontinuation of the support of the software.

## XI. DEFAULT

Should SYMPROCITY or the TOWN breach any provision of this Agreement, either party shall have the rights and remedies provided by law or under these terms and conditions.

Either party shall have the right at any time to terminate this Agreement in whole, or in part, if either party fails to perform any of its obligations. The TOWN shall have the additional right to terminate if SYMPROCITY fails to give the TOWN assurance of adherence to the material provisions of this Agreement within FIFTEEN (15) WORKING DAYS after written request by the TOWN for assurances.

In the event of a breach of the Agreement by either party, the non-breaching party may:

- (a) declare the breaching party to be in default;
- (b) cancel this Agreement in whole or in part;
- (c) withhold payment of any further funds which may be due either party until the default is corrected; and/or
- (d) pursue any and all other remedies afforded by law.

## XII. REPRESENTATIONS AND WARRANTIES

SYMPROCITY represents and warrants to the TOWN that it has the right to perform all of its duties under this Agreement, including but not limited to any and all necessary permissions from third parties. SYMPROCITY further represents and warrants that use of the software and any underlying functions by the TOWN in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

SYMPROCITY shall notify the TOWN of any actual or anticipated claims made against it during the term of this Agreement which actual or anticipated claims relate to the performance of the or permissions from third parties.

The TOWN represents and warrants to SYMPROCITY that it has the right to release and disseminate the public records which will be used including but not limited to, fire safety inspection records, property ownership records, operating permits, hazardous materials permits and the like.

The TOWN shall notify SYMPROCITY of any actual or anticipated claims made against it during the term of this Agreement which actual or anticipated claims relate to the right of the TOWN to release and disseminate the public records.

## XIII. INDEMNIFICATION

SYMPROCITY shall be responsible for all the negligent performance of services of SYMPROCITY, their subcontractors, agents or employees in connection with their service under this Agreement. SYMPROCITY specifically agrees that their subcontractors, agents, or

employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

Further, it is expressly understood that SYMPROCITY shall indemnify and hold harmless the TOWN from claims, suits, actions, damages and costs, resulting from the negligent performance of the services of SYMPROCITY under this Agreement. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon SYMPROCITY's failure to meet professional standards and resulting in obvious or patent errors in the progression of the Work.

Further, SYMPROCITY shall indemnify and save harmless the TOWN from claims, suits, actions, or damages, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Work by the TOWN or the Authorized Users on behalf of the TOWN in accordance with the terms of this Agreement.

#### XIV. INDEPENDENT CONSULTANT

SYMPROCITY shall perform services in accordance with the terms and conditions of this Agreement as the Town's independent consultant and shall be responsible for the means and methods used in performing said services. In no way does this Agreement or the Work constitute a joint-venture with the TOWN.

#### XV. RECORDS

Fiscal records of SYMPROCITY pertinent to SYMPROCITY's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

SYMPROCITY shall maintain all records and design calculations relating to this Agreement on file in legible form which will be available for examination and audit. A copy of such records shall be available to the TOWN at SYMPROCITY's expense and the originals shall not be disposed of by SYMPROCITY until after SIXTY (60) DAYS written notice to the TOWN. SYMPROCITY, at its own expense, shall provide a report as specified in Section V.

#### XVI. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

#### XVII. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York. The parties all

consent to the jurisdiction of the Supreme Court of the State of New York, County of Rockland for the adjudication of any dispute arising out of this Agreement.

XVIII. FORCE MAJEURE

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, floods, fires, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance of such party. The party whose performance is affected shall give the other party notice within FIFTEEN (15) DAYS of the event, specifying the event, the performance affected and the anticipated date, if any, performance can be made.

XIX. ENTIRE AGREEMENT

This Agreement constitutes the whole Agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. All the individuals executing this Agreement represent that they have been duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

TOWN OF ORANGETOWN

By \_\_\_\_\_  
Andrew Y. Stewart  
Town Supervisor

SYMPROCITY SOFTWARE SYSTEMS INC.

By \_\_\_\_\_  
Nataliya Pantelo  
President



ACKNOWLEDGMENT

STATE OF NEW YORK     )

COUNTY OF ROCKLAND)   SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me came ANDREW Y. STEWART, to me known and known to me, who, each being duly sworn, did depose, and say: That he, Andrew Y. Stewart, is the Supervisor of the Town of Orangetown; that he resides at Nyack, New York; that he knows the seal of said Town; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of the Town of Orangetown, and that he signed the same by virtue of a like order of said Town Board of the Town of Orangetown.

\_\_\_\_\_  
Notary Public, State of New York

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY         )

COUNTY OF MONMOUTH         )     SS.:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Nataliya Pantelo, to me known, who, being by me duly sworn, did depose and say that she resides at \_\_\_\_\_, and that she is the President of Symprocity Software Solutions, Inc., the corporation described herein and which executed the foregoing Agreement; and that she knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that she signed the same as President of said Corporation by virtue of a like order of said Board of Directors.

\_\_\_\_\_  
Notary Public, State of New Jersey

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**Raymond Coffey(1962 - 2016)**



Raymond Coffey

AGE: 53 • Orangeburg

Raymond K. Coffey, 53, Orangeburg, NY, died peacefully October 23, 2016 surrounded by his family and friends. Ray, lovingly known as Uncle Ray Ray was born and raised in South Hampton, NY.

At 17 years old Ray joined the South Hampton Ambulance Corps, a beautiful beginning of an altruistic lifestyle dedicated to answering the call was born.

Survived by, his sister, Margaret Coffey (Donald Hermance), brother; Michael, children; Nicholas (Ashley), Nathaniel and Brennan, his wife; Stacey Damon, her children; Jaclyn and Gianna Pagliocca and his Wednesday.

Ray honorably served in The United States Army as a combat medic, a dedicated member of The Nam Knights of America MC Hudson Valley Chapter and 4th Degree member of St Dominic's Council, Knights of Columbus

A career paramedic and educator, Ray dedicated his time as a volunteer in his community.

Visiting is Tomorrow from 1-4pm and 6-9pm. A Mass of Christian Burial will be celebrated Saturday, 10am, St. Aedans Church, Pearl River, NY.

In lieu of flowers, please consider memorial donations in Ray's name to the EMS agency of your choice or The Jimmy Hauburger Foundation.

Uncle Ray Ray for President.

Assumma-Shankey

Funeral Home

34 N. Summit Street

Pearl River, NY 10965

845-735-4849

**Funeral Home**

**Assumma-Shankey Funeral Home**

34 N Summit St Pearl River, NY 10965

(845) 735-4849

**Published in the The Journal News on Oct. 27, 2016**

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**Marlene Kleiner(1931 - 2016)**

Kleiner, Marlene

Marlene Kleiner, who, as Executive Director of the Rockland Center for the Arts from 1974-1985, transformed ROCA into a regionally significant arts and cultural center, died Tuesday at age 85. During her tenure at ROCA, class offerings increased, renowned teachers were hired and a myriad of far ranging exhibits were held, among them "Works on Paper," featuring art by Andy Warhol, Robert Rauschenberg and Richard Pousette-Dart. Perhaps her greatest contribution was her ability to attract worldwide talent to the center. In one year, for example, ROCA's string quartet series featured the Concord, Guarneri, Manhattan and Tokyo string quartets. Marlene was born in Jersey City in 1931. Her mother died when she was 16; she pushed forward and studied piano at the Manhattan School of Music before becoming a copywriter for Allied Stores and a public relations writer for RKO Radio Pictures. In 1952 she married Robert Kleiner, a lawyer from Paterson, NJ, who shared her love of books, art, music, travel and progressive politics. When Bob won a big case in 1956, they sailed for Europe, staying 3 months and returning with \$26 in their pockets. They then settled in Hawthorne, NJ, and she was home for a time raising her two sons. In 1971, she formed FOCUS Gallery in Ridgewood, NJ, where she organized innovative shows, including one on New Guinea art and an "Art for McGovern" fundraising exhibit in 1972. She and Bob moved to Grandview in 1983 where Marlene was active in local affairs, including service on the Nyack Hospital Board of Trustees, the Art in Public Places Committee, the Tappan Zee Playhouse Preservation Committee and as Deputy Director of the Hudson River Defense League. After her time at ROCA, she was a fundraising consultant for The Rainforest Alliance, a representative for Richard Pousette-Dart, and, later, as a real estate agent until she was nearly 80. Eight years after Bob's death in 1992, she and Morrill Cole formed another wonderful relationship that flourished until his death last year.

She is survived by her sons Thom and Eric, daughters-in-law Deborah and Valerie and grandchildren Caroline, Susannah, Emma and Jackson, all of whom feel fortunate to have had their lives enriched by knowing her and appreciate how lucky they are to have shared meaningful time with a truly unique person.

A memorial service will be held at ROCA, 27 S. Greenbush Rd., West Nyack, on Sunday, November 6 at 11 a.m.

**Funeral Home**

**Hannemann Funeral Home Inc**  
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