



2020 Community Video Program

Name: Teresa Kenny
 Title: Town Supervisor
 Address: 26 W Orangeburg Road
 Town, State, Zip: Orangeburg, NY 10962
 Phone: 845-359-5100
 Email: supervisor@orangetown.com
 Website: www.orangetown.com

This agreement is between CGI Communications, Inc. ("CGI") and the Town of Orangetown (the "Town") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.orangetown.com homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of 1 video with option to include Rockland County videos
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to Town locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to Town's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from Town website, including any alternate versions of Town's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.orangetown.com website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to Town a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the Town shall:

- Provide a letter of introduction for the program on Town's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use Town's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.orangetown.com homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.orangetown.com homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or public right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. Town warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

Town of Orangetown, NY


 Signature:

 Name (printed):

 Title:

 Date:

CGI Communications, Inc.



 Name (printed): Nicole Rongo

 Title: Vice President of Marketing and Acquisitions

 Date: October 5, 2020

Video Production Steps



1

WELCOME

Your project's producer will greet you, introduce themselves and schedule a time where the details can be discussed.



2

PRODUCTION MEETING

Your producer will call at the agreed upon time to explain each step in detail and ensure the final video includes everything that is important to you. You will also set a shoot date during this meeting, defining a clear deadline for the project.



3

SCRIPTING

A professional writer will review the information gathered during the production meeting and create a voiceover script that meets all the requirements. You will have final say over the script that is used.



4

STORYBOARD

Taking the foundation created by the writer, the producer will create the visual guide to your video, listing all people, props, and locations needed as well as the guide for filming the day of the shoot.



5

VIDEOGRAPHY

The videographer will arrive at the scheduled time and direct the shoot, filming all necessary scenes for your video. The footage will then be sent to your editor.



6

EDITING

The editor will follow the storyboard and place the best footage into a sequence with the recorded voiceover script to create your video for you to review.



7

APPROVAL

Once all changes you may have are made, your producer will ask for your final approval of the video.



8

ADD TO WEBSITE

After the video is approved, our web support specialist will ensure the video is embedded into any websites required to display the video.



24TH ANNUAL OPEN HOUSE

"DRIVE-THRU"
SATURDAY
OCTOBER 31ST
10AM-12PM

BRING THE KIDS AND JOIN US FOR
EQUIPMENT DEMONSTRATIONS AND MORE!

**119 ROUTE 303
ORANGETOWN, NY 10962**



"HIGHWAY HELPER" T-SHIRTS FOR THE FIRST 50
CHILDREN IN ATTENDANCE.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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




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

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

Memorandum

DATE: October 13, 2020

TO: Supervisor Teresa M. Kenny & Town Board Members

FROM: James J. Dean, Superintendent of Highways 

RE: Bid for Two (2) Yard Waste/Leaf Loaders

As you will note from the attached, we received one (1) bid for Two (2) Yard Waste/Leaf Loaders noted above. This bid amount (\$190,500.00) was considerably more than our original estimate of \$80,000 for two (2) leaf machines.

It is my recommendation that this bid be rejected.

Kf
Attachment



BID ITEM Two (2) Yard Waste Machines/ **SHEET** 1 OF 1
Leaf Loaders

BID OPENING TIME 11:00AM **DATE** October 8, 2020

| | | | | | |
|--------------------------------------|---|--|--|--|---|
| CONTRACTOR NAME & ADDRESS | <i>Sutro & Sons Bohemia, NY</i> | | | | |
| DATE RECEIVED | 10/2/20 | | | | X |
| TIME RECEIVED | 2:02 PM | | | | |
| NON COLLUSION STATEMENT | ✓ | | | | |
| BID BOND or CERTIFIED CHECK | NO | | | | |

Two (2) Yard Waste Machines /Leaf Loaders

| | | | | | | |
|--------------------|--------------|----|----|----|----|---|
| TOTAL PRICE | \$ 190500.00 | \$ | \$ | \$ | \$ | X |
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Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance * RGAA Insurance Oct2020 - Town of Orangeburg 19KB
included.pdf

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

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

Additional Requirements:

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

Showmobile Application

Event Information

Event/Festival Name * NYPD & FDNY Event

Event Location Name * Rockland Gaa

Event Address *

Street Address
160 Old Orangeburg Rd
Address Line 2
City
Orangeburg
Postal / Zip Code
10962

State / Province / Region
NY
Country
Rockland

Setup Date & Time * 10/17/2020
02:00:00 PM

Take-Down Date & Time * 10/17/2020
11:30:00 PM

Stair Arrangement *

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

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

Placement *

- Pavement
- Grass/Field
- Other

Applicant Information

Applicant's Name * Michael healy

Organization Name * Rockland Gaa

Organization Address * 160 Old Orangeburg Rd

Organization City * Orangeburg

Organization State * NY

Phone (w) * 917.887.5752

Phone (c) * 917.887.5752

Email * michael.healy@structuretone.com

Signature*

Michael Healy

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

*

I accept the terms and conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2020

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

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

| | | | | | | | | | | | | | | | |
|--|---|--------------------------------------|---------------|--|--------------|---|--------------|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| PRODUCER Levitt-Fuirst Associates, LTD 520 White Plains Road 2nd Floor Tarrytown, NY 10591 | CONTACT NAME: Anna Giordano PHONE (A/C, No, Ext): (914) 457-4259 FAX (A/C, No): (914) 457-4259 E-MAIL ADDRESS: agiordano@levittfuirst.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : The Cincinnati Casualty Company</td> <td style="text-align: center;">23280</td> </tr> <tr> <td>INSURER B : Mount Vernon Fire Ins. Co.</td> <td style="text-align: center;">26522</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : The Cincinnati Casualty Company | 23280 | INSURER B : Mount Vernon Fire Ins. Co. | 26522 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : The Cincinnati Casualty Company | 23280 | | | | | | | | | | | | | | |
| INSURER B : Mount Vernon Fire Ins. Co. | 26522 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Rockland Gaelic Athletic Association 160 Old Orangeburg Road Orangeburg, NY 10962 | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | ETD0446412 | 7/5/2020 | 7/5/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | |
| A | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | ETD0446412 | 7/5/2020 | 7/5/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | ETD0446412 | 7/5/2020 | 7/5/2023 | EACH OCCURRENCE \$ 2,000,000 |
| | | | | | | | AGGREGATE \$ 2,000,000 |
| | | | | | | | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | |
| B | Directors & Officers | | | NDO2556741C | 10/7/2020 | 10/7/2021 | Each Claim 1,000,000 |
| B | Employment Practices | | | NDO2556741C | 10/7/2020 | 10/7/2021 | Each Claim 1,000,000 |

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 in regards to the event taking place on Saturday, October 17, 2020 from 2pm to 2am as required by written contract.

| | |
|---|--|
| CERTIFICATE HOLDER Town of Orangeburg 26 W Orangeburg Rd Orangeburg, NY 10962 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

**REVOCABLE LICENSE
AGREEMENT**

(Blauvelt / Scout Troop 55)

AGREEMENT made this __ day of October, 2020 by and between the TOWN OF ORANGETOWN, a municipal corporation with offices located at 26 Orangeburg Road, Orangeburg, N.Y. 10962 (the “Town”) and the CUB SCOUT TROOP 55 & BOY SCOUT TROOP 55, a not-for-profit entity located within the Town of Orangetown (the “Scouts”).

WHEREAS, the Scouts provides recreational activities, group support, and other valuable services to members of the Orangetown community and due to the current pandemic and limits on facility use the Scouts have requested permission to use space owned by the Town for the conduct of their meetings; and

WHEREAS, the Town would like to assist and accommodate the Scouts in its delivery of such services by providing a meeting space on conveniently located Town property; and

WHEREAS, the Town is the owner of a certain club house building (the “Club House”), located on the Town’s soccer complex on Old Orangeburg Road, in the hamlet of Orangeburg; and

WHEREAS, the Town presently has a Revocable Use Agreement with the Mighty Metros Athletic Club, a not-for-profit entity that provides recreational services to younger residents of the Town, which agreement includes the use of the Club House; and

WHEREAS, the Town is willing to make the Club House available to the Scouts for its meetings, at a regular time, and in a manner, that does not conflict with the use thereof by the Mighty Metros,

NOW, THEREFORE, IT IS AGREED, AS FOLLOWS:

1. **Grant of License.** The Town agrees that the Scouts may utilize the Club House facility located on the Town Soccer Complex for the purpose of its meetings on the days, and at the times, set forth herein, and/or otherwise as may be approved by the Town Superintendent of Parks and Recreation.

2. **Term of the License.** This Revocable License shall commence on November 2, 2020 and shall continue until through March 31, 2021 or unless revoked or terminated sooner, in writing, by either party in the manner set forth herein.

3. **Times of Use.** The Scouts shall be permitted to use the Club House on Tuesday and Thursday evenings between 5 p.m. and 9 p.m. during the term hereof, the precise times to be fixed in consultation with the Town Superintendent of Parks and Recreation in a manner that does not conflict with the normal operations of the soccer complex.

4. **Occupancy and Equipment.** The Town makes no representation that the Club House will meet the occupancy needs of the Scouts, and the Scouts agrees that it shall comply with the Fire Code regulations relating to occupancy as well as New York State guidelines related to the COVID19 health crisis.

This Agreement relates to meeting space alone; it does not provide for furnishings and equipment which shall be the responsibility of the Scouts.

5. **Personal Property / Liability Waiver.** The Scouts expressly agrees and acknowledges that neither the Town nor the Mighty Metros, as an organization, shall have any liability for property left or stored at the Club House by the Scouts, or by any of its members. All personal property belonging to, or utilized by, the Scouts that shall be removed following each meeting.

6. **Insurance and Indemnification.** In consideration of the grant of the said License, the Scouts agrees:

(i) to defend, indemnify and to hold harmless the Town, and its officers, officials, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, that shall or may result from the use of the licensed area by the Scouts, including any improvements made thereto;

(ii) to maintain continuously in full force and effect throughout the period of this License a policy of general liability insurance, with minimum coverage limits of \$1 Million Dollars for each occurrence. The aforementioned policy shall name the Town as an Additional Insured thereon, and shall provide further that such policy shall not be cancelled or discontinued except upon 20 days advance written notice to the Town. Proper insurance certificates evidencing such coverage and naming the Town as an additional insured shall be provided to the Town.

7. **Town Rules and Regulations / Prohibited Activities.** The Scouts agrees that its activities under this Revocable License will be performed in a lawful, prudent and safe manner, in accordance with all federal, state and/or local laws or regulations as may be applicable, and will not unreasonably interfere with the normal activities of the Town.

The Scouts further agrees that it shall abide by and comply with all reasonable rules and regulations of the Town now existing, or hereinafter from time to time adopted, for the general welfare, health, safety and comfort of the residents, occupants or visitors to the Town.

It is further expressly understood and agreed that the following activities are prohibited on Town property, including the Club House and its surrounding environs:

- (i) The possession, use or sale of intoxicating beverages or illegal substances.
- (ii) The possession and/or use of firearms.
- (iii) Such other activities or conduct as may be prohibited or restricted on other Town properties.

8. **Effective Date.** This Revocable License shall not be effective until it shall be executed and acknowledged by representatives of both parties, and all conditions required shall have been satisfied.

9. **Revocation/Termination.** This License may be revoked by either party for any reason, or for no reason, upon sixty (30) days prior written notice to the other, in which event the Scouts shall remove its personal property, if any, from the premises.

10. **No Landlord-Tenant Relationship.** This agreement is not intended, nor shall it be construed, to create a Landlord-Tenant relationship between the parties.

11. **Non-Discrimination.** The Scouts expressly agrees that it shall not, by reason of race, creed, color, sex or national origin, discriminate against any person who otherwise meets the qualifications of membership.

12. **Headings.** The paragraph headings in this Agreement are for convenience only and have no legal significance.

13. **Authority to Execute.** Each of the parties hereto, by the signature of its authorized representative, represents and covenants that it has taken all steps as may be legally required to effect the grant and/or acceptance of this said Revocable License Agreement, in accordance with the terms hereof.

The execution of this Agreement by the Town was authorized by Resolution No. ___ of the Town Board, duly adopted on the ___ day of October, 2020.

TOWN OF ORANGETOWN

By: _____
Teresa Kenny, Supervisor

Date

BLAUVELT / BOY SCOUT TROOP 55

By: _____

Date

Acknowledgements

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ___ day of _____, 2020, before me, the undersigned, a notary public in and for the State, appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ___ day of _____, 2020, before me, the undersigned, a notary public in and for the State, appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | RENEWAL AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Orangetown, NY (TotalCare & Public Safety)** (“Client”) and **EMPLOYEE SERVICES, INC. dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **11/1/20-10/31/21**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue: Up to 3**
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 8,000 online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.



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- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center, Knowledge Center and Consultant: No**
The ESI Engagement Program is an *optional benefit* designed to meet the needs of organizations focused on improving employee engagement, professional development and productivity. It is an online personal and management development Knowledge Center *powered by Skillsoft*, the world's leading provider of online personal and professional training. In addition, the Best Practice Learning Centers assist managers and supervisors in developing recruiting & interviewing, onboarding & development and employee best practices. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored training curriculum to meet your organization's needs.
- **Wellness Coaching: Yes**
Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **GCN Compliance Training: No**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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VII. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

VIII. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



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IX. Fees and Payment

- A. The annual fee for the employee assistance program is **\$25.57** per employee.
- B. The total number of employees covered under this Agreement is **234**. (156 TotalCare & 78 Public Safety)
- C. Employer agrees to pay ESI the sum of **\$5,983.38** for **11/1/20-10/31/21**. (\$3,988.92 TotalCare & \$1,994.46 Public Safety)
- D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT required Substance Abuse Evaluations - **\$850.00** each.

X. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES, INC.

**Town of Orangetown, NY
 (TotalCare & Public Safety)**

 Diane Dunbar, President & Chief Operating Officer

 Authorized Signature

9/14/20

 Date

 Date



WARRANT

| Warrant Reference | Warrant # | Amount |
|---------------------------------------|-----------|---------------|
| Approved for payment in the amount of | | |
| | 100720 | \$ 147,309.67 |
| | 102020 | \$ 474,275.86 |
| | Total | \$ 621,585.53 |

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 Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 10/15/2020
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 10/20/2020 consists of 2 warrants for a total of \$621,585.53.

The first warrant had 31 vouchers for \$147,309.67 and had the following items of interest.

1. Chair, Workers Comp Board (p2) - \$15,958 for 3Q20 bill.
2. Crown Castle Fiber (p4) - \$12,940 for connectivity.
3. Maloney (p6) – \$10,000 for release of escrow.
4. Pearl River A Senior Club (p6) - \$8,500 for expense reimbursement.

The second warrant had 102 vouchers for \$474,275 and had the following items of interest.

5. Barclay Damon (p4) - \$17,523 for tax certiorari defense.
6. Brown & Weinraub (p6) - \$16,000 for lobbying services (4 mo.).
7. Capasso & Sons (p7) - \$68,562 for recycling.
8. Michael Cotter (p9) - \$6,875 for Safety Inspection Service (Building Dept.).
9. Fleet Pump & Service (p11) - \$15,910 for pump replacement (bonded).
10. Goosetown Enterprises (p13) - \$10,885 for Police leases.
11. Keane & Bean (p16) - \$6,234 for outside council for Aluf.
12. NYPA (p18) - \$22,054 for streetlight project.
13. Pearl River A Senior Club (p22) - \$9,500 for expense reimbursement.
14. Rockland Waste Paper (p26) - \$15,320 for recycling at OHA (2020 full year).
15. Verde Electric (p33) - \$5,075 for Traffic Signal maintenance contract.

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

Thank you.

Jeffrey W. Bencik, CFA

845-359-5100 x2204