

# Share Christmas & The Holidays



Presented by  
The Rotary Club of Pearl River



**Thursday December 10**

We will be on the east side of town

**Friday December 11**

We will be on the west side of town

Due to the current situation, there will be no gathering downtown at Braunsdorf Park on Friday night this year.

However, we will be driving around the streets of Pearl River. Watch for us!

We will also be collecting new unwrapped toys for needy children.

For more details about the parade routes and toy drive drop - off locations, please stay tuned to our Facebook page.

[www.rotaryclubofpearlriver.org](http://www.rotaryclubofpearlriver.org)



**ORANGETOWN  
RECREATION  
SANTA CLAUS 5K RUN**



**Sunday, December 13, 2020**

**Veteran's Memorial Park 10:30AM**

**\* Professional Chip Timing**

**\* On-Line Registration**

**\* Safe Socially Distanced Event**

**\* Staggered start time**

**Registration Fee \$25.00 Registration begins Nov 9th**

**Register @ [www.orangetown.com/groups/department/parks](http://www.orangetown.com/groups/department/parks)**

**NO RACE DAY REGISTRATION**

**Masks required before and after race.**

**No congregating before or after race. Social distancing in place.**

**Each registrant will receive an official race face covering.**

**For more information email [recreation@orangetown.com](mailto:recreation@orangetown.com),  
visit [Orangetown.com](http://Orangetown.com) or call (845) 359-6503.**



**29th Annual<sub>10</sub>**

**CARETAKER MAINTENANCE AGREEMENT for HENRY V. BORST PARK**  
**Between**  
**TOWN OF ORANGETOWN**  
**And**  
**BRIAN EDWARDS, CARETAKER**

THIS CARETAKER MAINTENANCE AGREEMENT, is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF ORANGETOWN, a municipal corporation, in the State of New York, with its office and principal place of business in the Town Hall, 26 Orangeburg Road, Orangeburg, New York, party of the first part, hereinafter referred to as the "TOWN" and BRIAN EDWARDS, 212 North Main Street, Pearl River, New York 10965, party of the second part, hereinafter referred to as, "CARETAKER."

**W I T N E S S E T H :**

WHEREAS, the Town is the owner of certain property known as Henry V. Borst Park, located at 212 North Main Street, Pearl River, New York.

WHEREAS, the Henry V. Borst Park contains a structure that the Town desires to have preserved.

WHEREAS, the Town wants to save the Property from disrepair by entering into an agreement for repair, renovation, maintenance and upkeep that will in the short-run secure and weather proof the structure, and in the long-run, repair and restore and aesthetically improve the Property.

WHEREAS, the Town desires to protect the property from vandalism and theft and desires to enhance the Henry V. Borst Park for the benefit of the public,

WHEREAS, the Town has determined that the residence on the property is surplus to present Town needs, and

WHEREAS, the Caretaker's presence on the property will further the purpose of enhancing the Henry V. Borst Park for the benefit of the public,

WHEREAS, BRIAN EDWARDS is desirous of acting as Caretaker for the residence located at 212 North Main Street, Pearl River, New York 10965, on the grounds of Henry V. Borst Park, Pearl River, New York;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. PROPERTY: The property is identified as 212 North Main Street, Pearl River, New York on the grounds of Henry V. Borst Park. The residence contains approximately thirteen hundred sixty-five (1,365) square feet.

2. CONDITION OF THE PREMISES: Caretaker acknowledges that this agreement is a "Caretaker Maintenance Agreement" and accepts the property in "as-in" condition. The Town is not responsible for, nor is it required to make, any repairs or to perform maintenance upon the Property, except

as expressly provided for herein. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

a. Caretaker acknowledges that the primary purpose of this Agreement is to ensure that the property is maintained and cared for so that it is an asset to the community.

3. **TERM:** This agreement shall commence on January 1, 2021 and expire on December 31, 2021, unless sooner terminated as herein provided. Notwithstanding the foregoing, in the event that all or a portion of the property is needed for public purposes, the Town may terminate this agreement as to all or a portion of the property upon not less than thirty (30) days notice to Caretaker. Caretaker acknowledges and agrees that if the Town terminates the Agreement, Caretaker is not entitled to any compensation for such termination. Caretaker may at its election, terminate this Agreement term upon thirty (30) days advance written notice to the Town. Caretaker (and anyone occupying the residence permissively with the Caretaker as provided herein) must by the date given in the applicable notice vacate and terminate its use of, and/or presence upon, the portion of the Property for which the Agreement is being terminated in accordance with the provisions of Section 14 entitled "Surrender of Possession".

4. **FEE:** The Caretaker shall pay the Town a monthly fee of **ONE THOUSAND TWO HUNDRED FORTY-EIGHT AND 26/100 (\$1,248.26) DOLLARS**. This fee is due on the first (1<sup>ST</sup>) day of each and every month; the fee is payable to the "Town of Orangetown" and submitted by hand delivery or mailed to the Director of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York.

5. **USE OF THE PROPERTY:**

a. The property will be used by the Caretaker solely as a single family residence. The house is the only structure that may be used as a residence and may only be occupied by Caretaker and his immediate family.

b. Caretaker shall **not utilize the fireplace and it shall remain closed off.**

c. **Caretaker shall supply their own stove and refrigerator (without Ice Maker hookup); and washing machine and dryer with prior notice to the Superintendent of Parks.**

d. **Caretaker acknowledges that the Town has a dehumidifier in the basement and agrees to inspect regularly to ensure that it is running and drain when necessary and/or full.**

e. Caretaker understands that the basement is to be used for storage only and not utilized as living space or bedroom(s).

f. The Caretaker shall be allowed to have guests at the premises while the Caretaker is present. In any case, the length of stay of any one (1) guest shall not exceed two (2) weeks.

g. The Caretaker may keep up to two (2) registered personal vehicles in the driveway at the rear of the residence.

h. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.

i. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

j. The Property may not be used by the Caretaker or anyone other than the Town to generate revenue unless the Town has first approved such use and any revenue generated by such approved use shall belong to the Town. The Town may agree in its approval of any such use to allow Caretaker to recoup approved costs that it incurs in connection with such revenue generating use.

k. The Caretaker shall provide written notification to the Orangetown Police Department and the Division of Parks, Recreation and Buildings at least three (3) days prior to any time when the residence will be unoccupied for more than a twenty-four (24) hour period. Prior written approval from the Superintendent of Parks, Recreation and Buildings will be required for a substitute individual to assume the responsibilities during the Caretaker's absence.

6. CONSIDERATION: The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. It is a material inducement to the Town that the Caretaker shall manage, arrange for and/or perform the work to take care of and maintain the Property in a good, safe, clean and neat condition in accordance with the terms of this Agreement, and that Caretaker perform any repairs, renovations, and ongoing maintenance provided for herein. Failure to repair, maintain or renovate the Property in accordance with the Agreement is a material breach and grounds for termination of the Agreement. Caretaker shall receive no financial compensation from Town as a result of this Agreement. The lodging provided herein is furnished on the Town's premises solely for the convenience of the Town. The Town's provision for lodging shall terminate the earlier of the time set forth herein or upon the Caretaker's termination, transfer or resignation from his/her employment.

7. RENOVATION, REPAIR, MAINTENANCE AND CARETAKER SERVICES:

a. Caretaker is acting as a caretaker of the Property and is fully responsible, at Caretaker's sole risk and expense, to perform maintenance, repair, and/or replacement necessary for the Property to be in a good, safe condition.

b. A written report detailing maintenance activities will be submitted to the Department of Parks, Recreation and Buildings on a monthly basis on the form provided herein as *Appendix "A"*.

c. The Caretaker shall assist the Orangetown Department of Parks, Recreation and Buildings in preserving and maintaining any structures on the site and the use thereof, including, public restrooms. In no way should these areas of the site be open to the public when the site is not in use.

d. As substantial consideration for the right to occupy the Property, Caretaker assumes, at Caretaker's exclusive risk and expense, full responsibility for the maintenance and repair of, including but not limited to, the building and equipment, fixtures, windows, floors, walls, electrical systems, heating (excluding repairs to the boiler), air conditioning systems (if any), and plumbing systems (consisting of interior fixtures such as faucets, sink(s), toilet(s) and bathtub).

e. The Caretaker shall maintain the premises at Caretaker's own expense and cost, making all repairs to the interior of the demised premises, excluding repairs to the boiler. These shall include, but not be limited to floor coverings, refrigerator, air-conditioning, interior painting, stoves, sinks and cabinets. Further, the Caretaker shall maintain all screens, windows and doors, including glass, in proper working condition and good order and shall take reasonable measures to prevent the water system from freezing during the winter months. The premises are to be maintained in a high quality manner, subject to inspection by the Department of Parks, Recreation and Buildings and all changes to the residence, including, but not limited to, decorating changes, shall be subject to the prior written approval by the Department of Parks, Recreation and Buildings.

f. The Caretaker is fully responsible at Caretaker' sole risk and expense, for all operating expenses for the Property, including, but not limited to, trash removal, pest control, grounds maintenance, preventative maintenance, day-to-day minor and major maintenance, tree removal (but only with Town consent), and repair or replacement of equipment necessary to the security of the Property. Trash removal resulting from public use of the park will be removed by the Department of Parks, Recreation and Buildings.

g. The Caretaker shall be responsible for all lawn cuttings and trimmings on the property immediately surrounding the residence. Additionally, the Caretaker shall be responsible for pruning the trees and shrubs on the property, as well as taking care of the watering of the garden areas.

h. The Caretaker may maintain a personal garden at the rear of the residence. However, all plantings within the beds of the Henry V. Borst Park shall be limited to items approved by the Department of Parks, Recreation and Buildings.

i. The Caretaker shall be responsible for removing snow from the porches, entrances, exits and walkways to the residence. The Department of Parks, Recreation and Buildings will be responsible for plowing the driveway on the premises during the normal workweek after the snow has stopped.

j. The Caretaker shall be responsible for making all the necessary preparations for all discussion groups.

k. The Caretaker must provide access to the Orange & Rockland Utilities' meters located on the premises, and shall be responsible for insuring that said meter is available on the date scheduled by Orange & Rockland for reading purposes. In the event the Caretaker fails to do so he shall be fully responsible for any costs incurred to Orange & Rockland.

l. The Town has the right to inspect, review and approve all work, materials and contractors being used on the Property. Any work performed by the Caretaker's is subject to the following conditions: Caretaker must perform or cause to be performed all repairs, renovations and other work permitted hereunder in a good, safe, workmanlike manner.

m. Caretaker must not allow any liens to attach to the Property.

n. The Caretaker shall maintain watchful care over the park property, buildings and equipment and contact the Orangetown Police Department when the need arises. Caretaker shall notify the Orangetown Police Department when alerted to any potential violation of Town laws and regulations relating to proper park use, including, but not limited to Chapter 7A of the Code of the Town of Orangetown. (Town Code, Chapter 7A, can be found at <https://www.ecode360.com/26862827>).

o. Applicable Laws and Regulations: The Caretaker shall be responsible for observing any and all laws, rules, regulations, codes and statutes relating to the work to be performed on the Property, and shall be responsible for obtaining all necessary permits as required to complete the work.

p. Hazardous Materials: Due to the age of some of the structures on the Property, Caretaker acknowledges that lead based paint, asbestos, and other hazardous materials may exist within or upon the Property. The Caretaker shall be responsible for compliance with all applicable codes, rules, laws and regulations relating to the removal, mitigation or encapsulation of any such materials, at the Caretaker's risk and expense. Upon discovering any such material, Caretaker shall immediately provide the Town with written notice of the presence of such material. Any removal, handling or encapsulation of such material must be in accordance with a plan first approved by the Town. Caretaker shall also take all necessary

measures to protect any individuals who may be exposed to such materials while on the Property, during or following any repair/renovation period.

8. FUTURE CHANGES OR IMPROVEMENTS TO THE PROPERTY:

a. Any improvements, modifications, attachments and appurtenances made to the premises by the Caretaker shall become the sole and exclusive property of the Town on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Caretaker and are permitted only with the prior written consent and approval of the Town of Orangetown regarding the plans and specifications submitted by Caretaker. No allowance will be granted by Town for Caretaker's cost of improvements except by specific written agreement approved in advance. Any such Agreement shall become a part of this Agreement.

b. Prior to the commencement of construction of any improvement, fixture or appurtenance, Caretaker must submit to the Town Board, a development plan consisting of complete plans, drawings, and specifications, showing the location, type of construction and external appearance of said facility or facilities, at least forty-five (45) days prior to beginning work. Caretaker's submittal must be of sufficient detail and content to permit the Town Board to fully evaluate Caretaker's anticipated project. The Town Board will respond in writing to Caretaker's submission within forty-five (45) days of the receipt of all required documentation. The Town reserves the right to deny approval of any and all improvements proposed by Caretaker. All improvements shall conform to and comply with the development plan as approved.

i. In the event of an emergency need for major repair or improvement, Caretaker will notify the Town Superintendent of Parks and Recreation immediately, and the Town Superintendent of Parks and Recreation will respond within an appropriate period of time, as dictated by the emergency situation and by the requirements of this Agreement.

ii. The Town has the right to inspect all work and materials before, during and after construction.

iii. The total cost of all such changes or improvements will be borne solely by Caretaker. Caretaker will be solely responsible for obtaining any and all permits and licenses from all appropriate County, State, and/or municipal authorities.

9. RESPONSIBILITIES OF CARETAKER: Caretaker covenants and agrees as follows:

a. Caretaker will submit a monthly written report detailing maintenance activities to the Department of Parks, Recreation and Buildings by the first day of the month.



b. Caretaker shall not strip, overload, damage or deface the Property, hallways, stairways or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.

c. Caretaker shall not keep gasoline or other flammable material or any explosive within the Property which will increase the rate of all risk insurance on the Property beyond the ordinary risk established for the type of operations described herein. Any such increase in the insurance rate due to the above, or due to Caretaker's special operations within the Property, shall be borne by Caretaker. The Caretaker shall not, nor shall the Caretaker permit other persons to do anything on or in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein which will, in any way, increase the rate of fire insurance on said premises.

d. Caretaker shall not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and Caretaker agrees to conform to all rules and regulations established from time to time by the Town, the County, New York State or any other authority having jurisdiction over such matters.

e. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.

f. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Town, and provided that the Caretaker complies with all relevant local ordinances and regulations.

g. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

h. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, roommates and invitees.

i. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the Town and any violation of said rules and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

10. UTILITIES: The Town shall be responsible for the payment of the gas and electric bill and the water bill.

11. CONDITION OF THE PROPERTY:

a. AS-IS CONDITION: The Caretaker accepts the Property in its "as is" condition. The Town makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising out of the condition of the Property. The Caretaker agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this Agreement and any extensions thereof. The Caretaker agrees to keep the Property clean and neat in appearance at all times. The Caretaker shall not suffer or commit any waste to, in or upon said Property or fixtures, nor commit waste with regard to utilities furnished by the County. The Caretaker shall be liable for and make repairs to the Property, fixtures and appliances belonging thereto, resulting from damage by misuse or neglect of the Caretaker, the Caretaker's agents, servants or invitees. No improvement or alteration of the Property shall be made without the prior written consent of the Town. The Town shall not be responsible for any work or materials furnished on or to said Property, and Caretaker has no authority to incur any debt or make any charge against the Town or to create any lien upon said Property for any work or materials furnished to the Property. The Caretaker shall give the Town prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired with due diligence. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

b. Excavation Prohibited: Without the express written consent of the Town, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

12. INSURANCE: The Town shall not be responsible for any losses incurred by the Caretaker in connection with the premises, by theft, vandalism or otherwise and mandates that the Caretaker maintain an insurance policy covering the property. A copy of said policy shall be delivered to the Department of Parks, Recreation and Buildings prior to occupying the premises.

a. Caretaker agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily injury and property damage in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence issued by an insurance company licensed in the State of New York and acceptable to the Town.

b. Additional Insured: The Town of Orangetown shall be named an additional insured under this policy.

c. Policy Cancellation: Forty-five (45) days written notice, to the Town of Orangetown Office of Parks and Recreation, of cancellation or material change of any of the policies is required.

d. The Caretaker shall, no later than ten (10) days from the execution term of this Agreement pursuant to Paragraph 3 hereof, deliver to the Town the said policies or certificates of insurance evidencing the coverage hereinabove stated. The Caretaker has the obligation to assure that the Town has a valid unexpired certificate of insurance.

13. DEFAULT:

a. Caretaker shall be considered in default of this Agreement upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this Agreement ("breach") and the continuance thereof for thirty (30) days after written notice from the Town specifying said failure, unless the exigencies of the circumstances require a shorter time for rectifying the breach.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Caretaker, or for the appointment of a receiver or trustee of Caretaker's property, and the failure to discharge any such action within thirty (30) days.
- iii. The making of any assignment for the benefit of Caretaker's creditors.
- iv. The abandonment of the Property by Caretaker.

b. In the event that the Caretaker shall be in default as hereinabove stated, and shall fail to cure the breach within thirty (30) days (or such shorter time as the exigencies of the circumstances may require) after written notice from the Town (or such period as may be reasonably required to correct the breach with exercise of due diligence), then and in every such case thenceforth, at the option of the Town or the Town's assigns, the Caretaker's right of use and possession shall thereupon end, and the Town may proceed to recover possession under the laws of the State of New York (free and clear of Caretaker and any roommates) and seek any other remedy to which the Town may be entitled under this Agreement and under the laws of the State of New York.

14. SURRENDER OF POSSESSION: Caretaker covenants, at the expiration or other termination of this Agreement, or upon the Town's recovery of possession of the Property, to remove all personal property from the Property not the property of the Town, and to yield up to the Town, the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other

casualty and damage from any risk with respect to which Caretaker is not herein expressly made liable excepted. All improvements made upon and fixtures installed upon the Property will be the property of the Town.

15. ABANDONMENT: If at any time during the period of occupancy, Caretaker abandons the Premises or any part thereof, Town may, at Town's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Caretaker for damages or for any payment of any kind whatever. If Town's right of re-entry is exercised following abandonment of the Premises by Caretaker, then Town shall consider any personal property belonging to Caretaker and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and Town is hereby relieved of all liability for doing so. BY SIGNING THIS OCCUPANCY AGREEMENT, CARETAKER AGREES THAT UPON SURRENDER OR ABANDONMENT, TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF CARETAKER'S PERSONAL PROPERTY.

16. ACCESS: The Caretaker shall allow the Town and the Town's employees or agents to have access to the Property at all reasonable times, during normal working hours for the Purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the Town considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Property. The Caretaker and any occupant shall allow access by the Town to the single family residence in accordance with applicable law. The Caretaker shall not alter or change the exterior locks installed on the Property, and in the event of an approved change, shall provide the Town with keys to the residence, said keys to be used by the Town to obtain access to the Property in emergency situations.

17. INSPECTION OF PREMISES: Town and Town's agents shall have the right at all reasonable times during the period of occupancy and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Town for the preservation of the Premises. Town and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Occupancy Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Occupancy Agreement or to any restrictions, rules or regulations affecting the Premises.

18. FORCE MAJEURE: Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or a neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion,

hostilities, military or upsurged power, sabotage, government regulations or controls, inability to obtain any material, service or financing, through an act of God or other cause beyond the control of either party. In the event that any of the above events beyond the control of either party shall render the Property uninhabitable or shall frustrate the caretaking and restoration purposes of this agreement, either party shall have the right to terminate this Agreement by providing thirty (30) days notice to the other.

19. HOLD HARMLESS: Caretaker agrees to protect, indemnify and hold harmless the Town, its officers, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts errors or omissions of such Indemnified Party. The foregoing indemnification also applies to any liabilities or penalties arising out of any violation of any law, ordinance, regulation or permit. These indemnification provisions are for the protection of the Indemnified Parties only and must not establish, of themselves, any liability to third parties.

20. DESTRUCTION OF PROPERTY:

a. In the event the Property is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Property unfit for the purposes for which the Property is used, and the repair of said destruction or damage cannot reasonably be accomplished within available insurance proceeds within ninety (90) days from the date of such damage, Caretaker and the Town shall each be entitled to terminate this Agreement by written notice to the other within thirty (30) days after the destruction or damage occurred.

b. In the event that the Town or Caretaker as their interests may appear, are able to undertake the repair of the Property, they shall complete said repairs within ninety (90) days or within a reasonable time, given the circumstances of the necessary repairs, from the date of destruction or damage and this Agreement shall not be affected.

c. In the event that parties are not able to repair the Property as hereinabove provided, this Agreement shall terminate immediately upon notice from the Town and Caretaker shall not be entitled to any compensation or payment from the Town for the value of any remaining term of the Agreement.

d. All insurance proceeds (except "renter" insurance proceeds specifically covering Caretaker's personal belongings) shall be immediately paid to the Town.

e. In case of damage by fire or other cause to the building that the Caretaker are occupying as their residence, if the damage is so extensive as to amount practically to the total destruction of the premises, or if the Town shall, within a reasonable time, decide not to repair or rebuild, this agreement shall terminate and have no further force or effect.

21. NOTICE OF DEFECTS: Caretaker shall give the Town Superintendent of Parks and Recreation prompt written notice of any and all accidents in or damages to the Property.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, County of Rockland or Town of Orangetown. The foregoing shall not be construed to preclude the Caretaker from exercising its legal right to contest the validity of legislation through judicial process, provided that the Caretaker shall continue to fully comply with the provisions of this Paragraph pending the outcome of the Caretaker's efforts.

23. PARTIAL INVALIDITY: In case any provision or any part of any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remaining part of the affected provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event that any such provision may be construed so as to overcome any such potential invalidity, illegality or unenforceability, then a liberal interpretation shall be applied and the Agreement shall be interpreted in such a manner favorable to its validity, legality and enforceability, it being the express intention of the parties hereto to fully perform the obligations contained herein and the purposes sought hereby. And it is also the intention of the both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

24. WAIVER: The failure of either party to insist on any occasion upon the strict performance of any covenant, condition or agreement herein contained shall not constitute or operate as a waiver of such covenant, condition or agreement on that occasion or any subsequent occasion. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. The Town specifically does not waive its police powers or any authority to enact legislation or administer or enforce its legal rights or obligations.

25. PROHIBITION OF HAZARDOUS SUBSTANCES: The Caretaker agrees not to store or bring hazardous substances onto the Property. The Caretaker shall be responsible for and shall indemnify and defend the Town against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property by the Caretaker, its agents, contractors, subcontractors, employees, roommate, or invitees.

26. MAILING NOTICES: Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be deemed to have been given three (3) United States Postal Service working days after enclosed in an envelope having the proper postage, addressed to the party, and deposited at the United States Post Office or mailbox. Any such notice shall be in the form of Certified Mail, Return Receipt Requested. Notices to the respective parties shall be addressed as follows:

TOWN OF ORANGETOWN  
Superintendent of Parks and Recreation  
Town of Orangetown  
81 Hunt Road  
Orangeburg, New York 10962

CARETAKER  
Mr. Brian Edwards  
212 North Main Street  
Pearl River, New York 10965

27. GENERAL PROVISIONS: This document represents the entirety of the Agreement between the parties hereto with respect to the subject matter hereof and shall not be amended, altered or modified except by writing duly executed by each of the parties hereto. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and its provisions shall be governed and construed in accordance with the laws of the State of New York.

28. ASSIGNMENT OR LICENSING OF THE PROPERTY: Caretaker shall not assign this Agreement, nor sublease or license or allow the use of the Property or any part thereof without the Town's written approval. Prior to execution of any license, assignment or use agreement for the Property, the Caretaker must first obtain the Town's written consent, which consent may be withheld or granted in the Town's sole discretion. In order to receive Town consent to a prospective license, use agreement or assignment, the Caretaker shall submit to the Town copies of the proposed license, use or assignment agreement, a description of the activities of the proposed user, licensee or assignee, and any other information pertinent to the proposed use. The Town shall respond in writing within thirty (30) days of receipt of the above materials. No response on the part of the Town shall be deemed a denial. In the event this Agreement is assigned or any portion of the Property is licensed by the Caretaker, the Caretaker shall nonetheless remain responsible for the performance of all obligations required of the Caretaker under this Agreement.

29. APPROVALS: In each instance in this Agreement requiring Town approval or consent, such consent or approval must be in writing signed by a duly authorized representative of the Town Superintendent of Parks and Recreation. Caretaker may not rely upon verbal approval or consent.

30. CONDEMNATION: In the event that the Property, or any part thereof, is taken or condemned for public use or purpose by any competent authority, Caretaker shall have no claim against the Town and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Caretaker to damages therefore, if any, are hereby assigned by the Caretaker to the Town. Upon such condemnation or taking, the term of this Agreement shall, at the option of either party, cease and terminate from the date of such governmental taking or condemnation and the Caretaker shall have no claim against the Town for the value of any unexpired term of this Agreement. The foregoing notwithstanding, Caretaker shall be entitled to claim in a separate proceeding and to prove and receive in such separate proceeding such award as may be allowed for relocation expenses.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: Performance under this agreement may be terminated in whole or in part, whenever the Town Board of the Town of Orangetown shall determine that termination of this Agreement is in the best interest of the Town. In the event of termination, the Town shall be liable for performance due or becoming due prior to the effective date of termination. Termination hereunder shall be effected by delivery to the Caretaker of written Notice of Termination, upon which date the termination shall become effective.

32. NO AGENCY, EMPLOYEE OR REPRESENTATIVE RELATIONSHIP: It is agreed by the parties hereto that, at all times and for all purposes within the scope of this Agreement, the relationship between the Caretaker and the Town is that of an independent contractor, and Caretaker shall not be entitled to any of the rights, privileges or benefits of an Town of Orangetown employee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

\_\_\_\_\_  
ROSANNA SFRAGA, TOWN CLERK

\_\_\_\_\_  
TERESA M. KENNY, SUPERVISOR

\_\_\_\_\_  
BRIAN EDWARDS - CARETAKER



**APPENDIX “A”**

**SUGGESTED ONGOING PREVENTATIVE MAINTENANCE – HENRY BORST PARK**

DATE	TASK TO BE PERFORMED	CHECKED
	Clean drain in exterior stairwell of basement entry.	
	Inspect dehumidifier in basement regularly to ensure that it is performing properly; and drain when full or necessary.	
	Make sure air vents indoors and outside (intake, exhaust and forced air) are not blocked by snow or debris.	
	Check and clean range hood filters on a monthly basis.	
	Test the Ground Fault Circuit Interrupter(s) monthly by pushing test button. This should then cause the reset button to pop up.	
	Regularly check the house for safety hazards such as a loose handrail, lifting or buckling carpet, etc.	
	Inspect fire extinguishers to ensure they are fully charged.	
	Test smoke detector(s).	
	Drain off sediment from base of hot water tank.	
	Inspect bathtubs and sinks for caulking and leaks; repair as needed.	
	Check toilet supply/shut off valve.	
	Check operation of water pump and sump pump.	
	Defrost manual refrigerator; or if automatically defrosted, wash off shelves and clean.	
	Review emergency procedures and practice fire drill.	
	Clean or replace air filters when the system is in use for heating or cooling.	
	Vacuum heat registers, vents and radiators.	
	Clean faucet aerators and shower heads.	
	Check for signs of rodents, bats, roaches, termites, etc.	
	Clean gutters and downspouts.	
	Lubricate and repair windows and doors.	
	Check the operation of outside lighting; repair as necessary.	
	OTHER: (Please detail):	

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**SUGGESTED ONGOING FALL/AUTUMN MAINTENANCE CHECKLIST – HENRY BORST PARK**

DATE	TASK TO BE PERFORMED	CHECKED
	Lubricate circulating pump on hot water heating system.	
	Turn ON gas furnace pilot light.	
	If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.	
	Clean portable humidifier if one is used.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Replace window screens with storm windows.	
	Remove screens from inside of casement windows to allow air from the heating system to keep condensation off window glass.	
	Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.	
	Cover outside air-conditioning units.	
	Ensure that the ground around the home slopes away from the foundation wall, so that water does not drain into the basement.	
	Clean gutters.	
	Clean leaves from eaves, troughs and roofs, and test downspouts to ensure proper drainage from the roof.	
	Check chimneys for obstructions such as nests.	
	Drain and store outside hoses. Close valve to outdoor hose connection.	
	If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three (3) years.	
	Trim trees and shrubs away from house.	
	Mow grass as needed.	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

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**SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST – HENRY BORST PARK**

DATE	TASK TO BE PERFORMED	CHECKED
	After consulting the hot water tank owner’s manual, drain off a dishpan full of water from the clean-out valve at the bottom of you hot water tank to control sediment and maintain efficiency.	
	Clean humidifier two or three times during the winter season.	
	Vacuum bathroom fan grille.	
	Vacuum fire and smoke detectors, as dust and/or spider webs can prevent them from functioning.	
	Vacuum radiator grilles on back of refrigerators and freezers, and empty and clean drip trays.	
	Check gauge on all fire extinguishers; recharge or replace if necessary.	
	Check fire escape routes, door and window locks and hardware, and lighting around outside of house.	
	Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.	
	Monitor your home for excessive moisture levels – for example, condensation on your windows, which can cause significant damage over time and pose serious health problems, and take corrective measures.	
	Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub or spare bathroom, sink, tub or shower stall, run some water briefly to keep water in the trap.	
	Clean drains in dishwasher, sinks, bathtubs and shower stalls.	
	Test plumbing shut-off valves to ensure that they are working and to prevent them from seizing.	
	Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.	
	Examine the attic for frost accumulation. Check roof for ice dams or icicles.	
	Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or plugs or cords feel warm to the touch, replace immediately.	
	OTHER: (Please detail):	

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**SUGGESTED SPRING MAINTENANCE CHECKLIST – HENRY BORST PARK**

DATE	TASKS TO BE PERFORMED:	CHECKED
	After consulting your hot water tank owner’s manual, carefully test the temperature and pressure relief valve to ensure it is not stuck.	
	Have fireplace or woodstove or chimney cleaned and serviced as needed.	
	Clean and replace air conditioning filters (if applicable).	
	Check dehumidifier and clean if necessary.	
	Turn OFF gas furnace and fireplace pilot lights where possible.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Check smoke, carbon monoxide and security alarms and replace batteries.	
	Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.	
	Open valve to outside hose connection after all danger of frost has passed.	
	Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.	
	Ensure sump pump is operating properly before the spring thaw sets in.	
	Re-level any exterior steps or decks which moved due to frost or settling.	
	Check eaves, troughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure that water flows away from the foundation.	
	Clean gutters.	
	Undertake spring landscape maintenance and, if necessary, fertilize young trees.	
	Inspect wooden decks, steps and rails, for loose or damaged boards and raised nails. Repair as required.	
	Inspect roof materials and roof flashings.	
	Inspect weather stripping around doors and windows.	
	Mow grass; trim shrubs	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

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**SUGGESTED SUMMER MAINTENANCE CHECKLIST – HENRY BORST PARK**

DATE	TASK TO BE PERFORMED	CHECKED
	Monitor basement humidity and avoid relative humidity levels above sixty (60%) percent. Use a dehumidifier to maintain safe relative humidity.	
	Check basement pipes for condensation or dripping, and take corrective action. For example, reduce humidity or insulate cold water pipes.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub, or spare bathroom sink, bathtub or shower stall, run some water briefly to keep water in the trap.	
	Vacuum bathroom fan grille.	
	Disconnect the duct connected to the dryer and vacuum lint from the duct, the area surrounding your dryer and your dryers vent hood outside.	
	Check security of all guardrails and handrails.	
	Check smooth functioning of all windows and lubricate as needed.	
	Inspect window putty on outside of glass panes and replace as needed.	
	Lubricate door hinges and tighten screws as needed.	
	Check and replace damaged caulking and weather-stripping around windows and doorways, including any door between the house and the garage.	
	Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit.	
	Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.	
	Inspect basement/crawl space/attic for moisture issues.	
	Inspect for insect activity (termites, ants, wood bees, etc.)	
	Check for and seal any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.	
	Remove any plants or roots that contact or can penetrate the siding or brick/concrete.	
	Note any sagging on the roof that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles for possible repair or replacement, and examine all roof flashings, such as at chimney or roof joints, for any signs of cracking or leakage.	
	Check the chimney cap and the caulking between the cap and the chimney.	
	Repair driveway and walkways as needed.	
	OTHER: (Please detail):	

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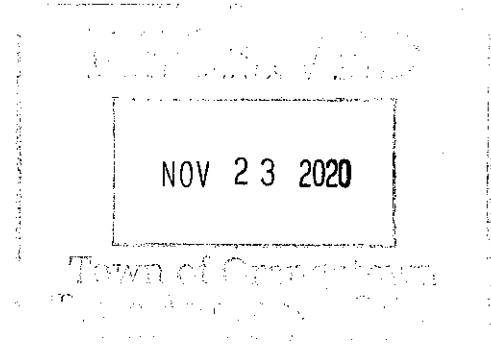
# South Orangetown Central School District

160 Van Wyck Road • Blauvelt, NY 10913 • (845) 680-1005 • Fax (845) 680-1901

Alicia D. Koster  
Executive Director of  
Finance & Management Services  
[akoster@socsd.org](mailto:akoster@socsd.org)

November 18, 2020

Mr. Robert V. Magrino  
Town Attorney  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962



Re: School Resource Officer Agreement

Dear Mr. Magrino:

Although you continue to confer with the District's legal counsel regarding the addition of extended closure language to the School Resource Officer Agreement, we felt it was important to have an agreement in place until such time that a settlement is reached. Therefore, please find attached two (2) originals of Addendum III to the agreement, as originally presented, for signature by the Chief of Police, and the Town Supervisor.

Please return one (1) fully executed addendum to my attention.

Thank you.

Sincerely,

Alicia D. Koster

/md  
Attach.



**ADDENDUM III TO  
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

Subject to the general terms and conditions in the Agreement for the School Resource Officer Program, and Addendum I to that agreement dated August 20, 2018, and the Memorandum of Understanding executed September 2019, (collectively "the Agreement"), the Town of Orangetown Police Department, the Town of Orangetown, and the South Orangetown Central School District agree to renew the Agreement for a term of one (1) year, commencing on September 1, 2020 and ending on August 31, 2021 at the reimbursement rate set forth in Section 3.05 of the original Agreement.

All provisions of the Agreement between the parties that are not changed by this Addendum III shall continue in full force and effect.

SO AGREED:



\_\_\_\_\_  
Robert Pritchard, Ed.D.  
Superintendent  
South Orangetown CSD

\_\_\_\_\_  
Donald Butterworth  
Chief of Police  
Town of Orangetown Police Department

\_\_\_\_\_  
Teresa Kenny  
Supervisor  
Town of Orangetown

Dated: \_\_\_\_\_

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SO AGREED:



Robert Pritchard, Ed.D.  
Superintendent  
South Orangetown CSD

\_\_\_\_\_  
Donald Butterworth  
Chief of Police  
Town of Orangetown Police Department

\_\_\_\_\_  
Teresa Kenny  
Supervisor  
Town of Orangetown

Dated: \_\_\_\_\_



**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](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

**TO:** Town Board

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

**DATE:** November 23, 2020

**RE:** **Bid Award- New Traffic Signal at the Intersection William Street and Central Avenue**

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As per the attached, it is my recommendation that the bid for a New Traffic Signal at the intersection of William Street and Central Avenue to Verde Electric Maintenance Corp, Mount Vernon, New York, in the amount of \$262,000.00 to be charged to account H.3310.200.04.

Kf  
Attachment



B.I. ITEM		New Traffic Signal - William Street & Central Avenue			SHEET 1 OF 4	
BID OPENING TIME		11:00AM		DATE November 12, 2020		
CONTRACTOR NAME & ADDRESS		<i>Vendo Electric Mt. Vernon, NY</i>		<i>Ray S. Paniel Inc Middletown, NY</i>		
DATE RECEIVED	11/12/20	11/12/20				X
TIME RECEIVED	9:54am	10:07am				
NON COLLUSION STATEMENT	✓	✓				
BID BOND or CERTIFIED CHECK	✓	✓				
ITEM No. 206.03 - Conduit Excavation and Backfill /Unit LF / Quantity 220						
Unit Price	\$ 130.00	\$ 32.00	\$	\$	\$	X
Estimated Price Extension	\$28,600.00	\$ 7,040.00	\$	\$	\$	
ITEM No. 608.0105051- Curb Ramp Configuration Type 5 /Unit EA / Quantity 4						
Unit Price	\$5,550.00	\$23,750.00	\$	\$	\$	X
Estimated Price Extension	\$22,200.00	\$95,000.00	\$	\$	\$	
ITEM No. 635.0103 - Cleaning and Preparation of Pavement Surfaces Lines/Unit LF / Quantity 1,800						
Unit Price	\$ 2.00	\$ 1.75	\$	\$	\$	X
Estimated Price Extension	\$ 3,600.00	\$ 3,150.00	\$	\$	\$	
ITEM No. 645.72 - Overhead - Mounted Sign Panels, Muted Codes R, P, W and M /Unit SF / Quantity 30						
Unit Price	\$ 75.00	\$ 135.00	\$	\$	\$	X
Estimated Price Extension	\$ 2,250.00	\$ 4,050.00	\$	\$	\$	
ITEM No. 647.01 - Remove Traffic Sign Size A /Unit EA / Quantity 4						
Unit Price	\$ 125.00	\$ 840.00	\$	\$	\$	X
Estimated Price Extension	\$ 500.00	\$ 3,360.00	\$	\$	\$	
ITEM No. 680.510501 - Pullbox, PC-Style Quazite 11"x18"x11" /Unit EA / Quantity 5						
Unit Price	\$ 1,100.00	\$ 945.00	\$	\$	\$	X
Estimated Price Extension	\$5,500.00	\$ 4,725.00	\$	\$	\$	
ITEM No. 680.5001 - Pole Excavation and Concrete Foundaton /Unit C / Quantity 12						
Unit Price	\$ 2,350.00	\$ 4,200.00	\$	\$	\$	X
Estimated Price Extension	\$28,200.00	\$50,400.00	\$	\$	\$	
ITEM No. 680.520108 - Conduit, Steel, Zinc Coated, 3" Diameter /Unit LF / Quantity 210						
Unit Price	\$ 27.00	\$ 31.50	\$	\$	\$	X
Estimated Price Extension	\$5,670.00	\$ 6,615.00	\$	\$	\$	
ITEM No. 680.62224 - Traffic Signal Pole 40-Foot Mast Arm /Unit EA / Quantity 1						
Unit Price	\$25,650.00	\$26,250.00	\$	\$	\$	X
Estimated Price Extension	\$25,650.00	\$26,250.00	\$	\$	\$	
ITEM No. 680.622236 - Traffic Signal Pole 36-Foot Mast Arm /Unit EA / Quantity 1						
Unit Price	\$25,050.00	\$25,200.00	\$	\$	\$	X
Estimated Price Extension	\$25,050.00	\$25,200.00	\$	\$	\$	
ITEM No. 680.730514 - Signal Cable, 5 Conductor, 14AWG /Unit LF / Quantity 600						
Unit Price	\$ 4.40	\$ 10.50	\$	\$	\$	X
Estimated Price Extension	\$2,640.00	\$ 6,300.00	\$	\$	\$	

<b>BID ITEM</b>	New Traffic Signal - William Street & Central Avenue	<b>SHEET</b>	<b>2 OF 4</b>
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<b>BID OPENING TIME</b>	<u>11:00AM</u>	<b>DATE</b>	<u>November 12, 2020</u>
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<b>CONTRACTOR NAME &amp; ADDRESS</b>	<i>Vette Electric</i>	<i>Rays. Pontel</i>					
<b>DATE RECEIVED</b>							
<b>TIME RECEIVED</b>							
<b>NON COLLUSION STATEMENT</b>							
<b>BID BOND or CERTIFIED CHECK</b>							

ITEM No.680.731014 - Signal Cable, 10 Conductor, 14AWG /Unit LF / Quantity 370

<b>Unit Price</b>	\$ 6.00	\$ 15.75	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 2,220.00	\$ 5,827.50	\$	\$	\$	

ITEM No. 680.731514 - Signal Cable, 15 Conductor, 14AWG /Unit LF / Quantity 230

<b>Unit Price</b>	\$ 7.50	\$ 15.75	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 1,725.00	\$ 3,622.50	\$	\$	\$	

ITEM No. 680.810101 - Traffic Signal Module - 12" RED BALL LED/Unit EA / Quantity 8

<b>Unit Price</b>	\$ 120.00	\$ 135.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 960.00	\$ 1,080.00	\$	\$	\$	

ITEM No. 680.810103 - Traffic Signal Module - 12" YELLOW BALL LED/Unit EA/ Quantity 8

<b>Unit Price</b>	\$ 120.00	\$ 135.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 960.00	\$ 1,080.00	\$	\$	\$	

ITEM No. 680.810105 - Traffic Signal Module - 12" GREEN BALL LED/Unit EA / Quantity 8

<b>Unit Price</b>	\$ 120.00	\$ 135.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 960.00	\$ 1,080.00	\$	\$	\$	

ITEM No. 680.810107 - Traffic Signal Section - Type 1, 12 Inch /Unit EA / Quantity 24

<b>Unit Price</b>	\$ 240.00	\$ 150.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 5,760.00	\$ 3,600.00	\$	\$	\$	

ITEM No. 680.8111 - Traffic Signal Bracket Assembly - 1 Way/ Unit EA / Quantity 1

<b>Unit Price</b>	\$ 450.00	\$ 420.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 450.00	\$ 420.00	\$	\$	\$	

Item #680.8112 / Traffic Signal Bracket Assembly - 2 Way/ Unit EA / Quantity 2

<b>Unit Price</b>	\$ 650.00	\$ 630.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 1,300.00	\$ 1,260.00	\$	\$	\$	

ITEM No. 680.8113 - Traffic Signal Bracket Assembly - 3 Way/ Unit EA / Quantity 1

<b>Unit Price</b>	\$ 750.00	\$ 1,575.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 750.00	\$ 1,575.00	\$	\$	\$	

ITEM No. 680.823 - Fire Pre-Emption Tell Tale Light /Unit EA / Quantity 2

<b>Unit Price</b>	\$ 925.00	\$ 840.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 1,850.00	\$ 1,680.00	\$	\$	\$	

ITEM No. 680.94000008 - Traffic Signal Service Entrance /Unit EA / Quantity 1

<b>Unit Price</b>	\$ 1,100.00	\$ 2,625.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 1,100.00	\$ 2,625.00	\$	\$	\$	

**BID OPENING TIME** 11:00AM **DATE** November 12, 2020

<b>CONTRACTOR NAME &amp; ADDRESS</b>	<i>Vende Electric</i>	<i>Ray Pontel</i>				
<b>DATE RECEIVED</b>						X
<b>TIME RECEIVED</b>						
<b>NON COLLUSION STATEMENT</b>						
<b>BID BOND or CERTIFIED CHECK</b>						

ITEM No. 680.9502015 - Service Cable, 2 Conductor, 6 AWG /Unit LF / Quantity 100						
Unit Price	\$ 4.75	\$ 6.30	\$	\$	\$	X
Estimated Price Extension	\$ 475.00	\$ 630.00	\$	\$	\$	
ITEM No. 680.681 - Pedestrian Signal Pole 10 Feet /Unit EA / Quantity 2						
Unit Price	\$ 4,850.00	\$ 4,725.00	\$	\$	\$	X
Estimated Price Extension	\$ 9,700.00	\$ 9,450.00	\$	\$	\$	
ITEM No. 680.813107 - Pedestrian Signal Module (Hand/Man w/Countdown Indication) /Unit EA / Quantity 8						
Unit Price	\$ 340.00	\$ 315.00	\$	\$	\$	X
Estimated Price Extension	\$ 2,720.00	\$ 2,520.00	\$	\$	\$	
ITEM No. 680.813108 - Pedestrian Signal Section Type I - for 16 Inch by 18 Inch LED Module/Unit EA/Quantity 8						
Unit Price	\$ 340.00	\$ 630.00	\$	\$	\$	X
Estimated Price Extension	\$ 2,720.00	\$ 5,040.00	\$	\$	\$	
ITEM No. 680.8141- Pedestrian Signal Bracket Mount Assembly /Unit EA / Quantity 8						
Unit Price	\$ 360.00	\$ 535.00	\$	\$	\$	X
Estimated Price Extension	\$ 2,880.00	\$ 4,280.00	\$	\$	\$	
ITEM No. 680.94997008 - Furnish and Install Electrical Disconnect Generator Transfer Switch/Unit EA / Quantity 1						
Unit Price	\$ 1,000.00	\$ 1,575.00	\$	\$	\$	X
Estimated Price Extension	\$ 1,000.00	\$ 1,575.00	\$	\$	\$	
ITEM No. 680.79100001 - Remove Traffic Signal Equipment - /Unit LS/ Quantity 1						
Unit Price	\$ 2,500.00	\$ 4,725.00	\$	\$	\$	X
Estimated Price Extension	\$ 2,500.00	\$ 4,725.00	\$	\$	\$	
ITEM No. 687.0101 - White Thermoplastic ReflectORIZED Pavement Stripes/Unit LF / Quantity 1,500						
Unit Price	\$ 3.00	\$ 5.25	\$	\$	\$	X
Estimated Price Extension	\$ 4,500.00	\$ 7,875.00	\$	\$	\$	
ITEM No. 680.80310008 - Furnish and Install Microcomputer (Model 2070) Complete with Stretch Type Cabinet Unit EA / Qty 1						
Unit Price	\$ 18,535.00	\$ 19,950.00	\$	\$	\$	X
Estimated Price Extension	\$ 18,535.00	\$ 19,950.00	\$	\$	\$	
ITEM No. 680.94990005 - Video Vehicle Presence Detector System (Gridsmat w/Performance Plus Module)/ Unit EA / Quantity 1						
Unit Price	\$ 27,500.00	\$ 26,000.00	\$	\$	\$	X
Estimated Price Extension	\$ 27,500.00	\$ 26,000.00	\$	\$	\$	
Video Detection Cable as Per Specifications/ Unit LF / Quantity 100						
Unit Price	\$ 3.00	\$ 4.00	\$	\$	\$	X
Estimated Price Extension	\$ 300.00	\$ 400.00	\$	\$	\$	

<b>BID ITEM</b>	New Traffic Signal - William Street & Central Avenue				<b>SHEET</b>	<b>4 OF 4</b>
<b>BID OPENING TIME</b>	<u>11:00AM</u>		<b>DATE</b>	<u>November 12, 2020</u>		
<b>CONTRACTOR NAME &amp; ADDRESS</b>	<i>Veste Electric</i>	<i>Ray Patel</i>				
<b>DATE RECEIVED</b>						
<b>TIME RECEIVED</b>						
<b>NON COLLUSION STATEMENT</b>						
<b>BID BOND or CERTIFIED CHECK</b>						
ITEM No. 680.61330010 - Audio Pedestrian Signals to Town Standards/ Unit EA / Quantity 8						
<b>Unit Price</b>	\$ 1,200.00	\$ 840.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 9,600.00	\$ 6,720.00	\$	\$	\$	
ITEM No. 680.82505009 Preempt System Optional Detector -Dual Channel, Two Directional (Mast Arm) Unit EA / Qty 1						
<b>Unit Price</b>	\$ 1,750.00	\$ 1,350.00	\$	\$	\$	
<b>Estimated Price Extension</b>	\$ 1,750.00	\$ 1,350.00	\$	\$	\$	
<b>SUB-TOTAL</b>	\$ 252,075.00	\$ 346,455.00	\$	\$	\$	
ITEM No. 699.040001 - MOBILIZATION (EQUAL TO OR LESS THAN 4% OF SUBTOTAL UNIT LS / 4% OF SUBTOTAL						
	\$ 9,925.00	\$ 13,858.20	\$	\$	\$	
<b>GRAND TOTAL</b>	\$ 262,000.00	\$ 360,313.20	\$	\$	\$	

**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](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

**TO:** Town Board

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

**DATE:** November 23, 2020

**RE:** **Route 303 Culvert- Maser Consulting- Consulting Services**

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As per the attached, it is my recommendation that the Town Board approve the retention of Maser Consulting at a cost of \$13,907.50 pursuant to a written proposal dated November 5, 2020 to provide consulting services, bidding documentation, bidding tabulation, bidding analyzation & DEC Compliance Support of the NYS Route 303 Culvert Project to Mitigate Sediment Transport & Water Quality Impairment to the Sparkill, incorporated herein by reference and to be filed in the Town Clerk's Office.

Kf  
Attachment



DATE: November 5, 2020

## CLIENT AUTHORIZATION FORM

**CLIENT:** Highway Department, Town of Orangetown

**PROJECT NAME:** NYS Route 303 Culvert Replacement Town of Orangetown, NY

**MC PROJ NO.:** 18004814G      **PHASE NAME:** Bidding Documents & Coordination

*WE REQUEST YOUR REVIEW AND AUTHORIZATION OF SERVICES AS OUTLINED BELOW IN ORDER TO PROCEED:*

**SERVICES REQUESTED BY :** Highway Department, Town of Orangetown

### DESCRIPTION OF SERVICE CONTRACT SCOPE:

- Finalize bidding documents (contract, specifications, bidding forms, etc.) based on revised final contract drawings
- Complete reports (work plan, construction schedule/budget, etc.) for DEC reimbursements
- Assist the Town in the bidding process
- Respond to questions and requests for clarifications
- Assist in preparing addendums as needed
- Review and tabulate bids
- Analyze bid results and ensure balanced bids are provided
- Recommend bid award

The Business Terms and Conditions of the original contract shall still apply.

SERVICES OUTLINED ABOVE SHALL BE INVOICED:

**PER DIEM/HOURLY**      Estimated Budget = \$ 13,907.50 (NOT TO EXCEED)

**LUMP SUM**      Fee = \$ Hourly

I (we) hereby authorize the services  
to proceed as outlined above:

James J. Dean, Supt. of Highways  
Signer's Name (Print)

Client Authorization Form prepared by:

Nabil Ghanem  
Project Manager's Name (Print)

*Nabil Ghanem*

11/05/2020

Signature

Date

Project Manager's Signature

Date

PLEASE SIGN THE FORM WHERE INDICATED & FAX, EMAIL OR MAIL TO MASER CONSULTING P.A. FOR OUR RECORDS.  
IF BUSINESS TERMS AND CONDITIONS ARE ATTACHED, PLEASE INITIAL EACH PAGE AND RETURN WITH THIS FORM.

# 5798 (1) Ford F-250 XL Super Cab 4WD w/6 3/4' Box & Fisher Pl

Settings Participants Schedule Pricing sheets Questionnaires Question & Answer Offers/Applica

Offer phase (5) **Evaluation (5)** Awarding (0)

Combined Vehicles Built to Specifications Pricing Sheet Pre-Existing Vehicles Pricing Sheet

Offer ▼ Model Year ▼ Make ▼ Model & Trim Level ▼ Total Number of Vehicles ▼

Rank ▲	Name	Pricing sheet	Model Year	Make	Model & Trim Level
★ 1	<a href="#">GENESEE VALLEY FORD llc</a>	Vehicles Built to Specifications Pricing Sheet	2021	FORD	F250 SUPERCAB
2	<a href="#">Schultz ford Lincoln inc 1</a>	Vehicles Built to Specifications Pricing Sheet	2021	FORD	F250 XL
3	<a href="#">METRO FORD SALES INC</a>	Vehicles Built to Specifications Pricing Sheet	2021	FORD	F-250 S/C SHOF
4	<a href="#">Nye Automotive Group</a>	Vehicles Built to Specifications Pricing Sheet	2021	Ford	F-250 XL Superf
5	<a href="#">Hempstead Lincoln Mercury Motors (dba Hempstead Ford)</a>	Vehicles Built to Specifications Pricing Sheet	2021	FORD	F250 SUPERCAB

## Internal award justification

No comments



tions **Compare & Select**

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	NYS Price for Vehicle	Total Nt
. 148 WB	\$37,324 ↓	
	\$37,629.38	
IT WB	\$37,843.69	
Cab	\$37,922	
. 148" Wheelbase	\$37,943	

# Specific call for offers from: 1379 OGS Solicitation 23166: Vehicles, Class 1-8 5783 (1) Ford F-250 XL Regular Cab 4WD w/8' Bed - Orangetown Parks Award phase



Mark Albert  
[logout](#)

- Published Solicitations
- Solicitations
- Contracts
- Documents
- My Profile
- Company
- Contact groups
- Templates

Company administrator:  
 Mark Albert  
 8453596503  
[malbert@orangetown.com](mailto:malbert@orangetown.com)

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- Settings
- Participants
- Schedule
- Pricing sheets
- Questionnaires
- Question & Answer 1 1

Offer phase (7) Evaluation (7) Awarding (0)

Vehicles Built to Specifications Pricing Sheet

- Offer ▼
  - Model Year ▼
  - Make ▼
  - Model & Trim Level ▼
  - Total Number of Vehicles ▼
- [Edit](#) [Sort on supplier](#)

Rank	Name	Model Year	Make	Model & Trim Level	NYS PH for Vehic	Phase	<input type="checkbox"/>
1	<a href="#">Schultz ford Lincoln inc</a>	2021	FORD	F250 XL	\$29,780.0	Evaluation	<input type="checkbox"/>
2	<a href="#">Van Bortel Ford, Inc</a>	2021	FORD	F-250 XL R/C	\$30,189.0	Evaluation	<input type="checkbox"/>
3	<a href="#">METRO FORD SALES INC</a>	2021	FORD	F-250 XL REG CAB	\$30,342.0	Evaluation	<input type="checkbox"/>
4	<a href="#">Hempstead Lincoln Mercury Motors (dba Hempstead Ford)</a>	2021	FORD	F250 Regular Cab XL	\$30,300.0	Evaluation	<input type="checkbox"/>
5	<a href="#">GENESEE VALLEY FORD llc</a>	2021	FORD	F250 REG CAB	\$30,500.0	Evaluation	<input type="checkbox"/>
6	<a href="#">Nye Automotive Group</a>	2021	Ford	F-250 XL Regular Cab	\$30,600.0	Evaluation	<input type="checkbox"/>
7	<a href="#">Beyer Ford LLC</a>	2021	Ford	F250	\$30,741.0	Evaluation	<input type="checkbox"/>

### Internal award justification

No comments

[Edit award justification](#)

### Purchase order

This information is required to be entered by all Authorized Users of the NYS Vehicle Marketplace. Departments and agencies MUST provide a screenshot of this "Awarding" page information when requesting a State ID from OGS Fleet Management or NYS DOT. Please enter the purchase order or other ordering document information or if no purchase order was made by clicking on "Edit purchase order" below.

Exports

[No awarding](#)

Inform

[Edit Purchase Order](#)

DATE: December 1, 2020

**WARRANT**

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<b>Warrant Reference</b>	<b>Warrant #</b>	<b>Amount</b>
Approved for payment in the amount of		
	111120	\$ 78,028.73
	112420	\$ 444,108.41
	112520	\$ 254,447.79
	120120	\$ 1,101,255.20
	<b>Total</b>	<b>\$ 1,877,840.13</b>

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Denis Troy

---

Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 11/19/2020  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 12/1/2020 consists of 4 warrants for a total of \$1,877,840.13.

The first warrant had 41 vouchers for \$78,028.73 and had the following items of interest.

1. Crown Castle Fiber (p1) - \$6,470 for connectivity.
2. NYPA (p2) - \$22,054 for streetlight project.
3. Wakefern Food Corp. (p13) - \$10,260 for Nyack Senior reimbursements.

The second warrant had 138 vouchers for \$444,108 and had the following items of interest.

4. Apecco (p6) - \$168,474 fuel station replacement (bonded and chips money)
5. Capasso & Sons (p11) - \$68,562 for recycling.
6. Crafc0 (p14) - \$9,996 for Highway materials.
7. DCJS (p14) - \$7,000 for Police fingerprinting (RICO)
8. Edmunds (p15) - \$16,780 for Building Dept. software.
9. General Code, LLC (p19) - \$11,034 for laserfiche integration with Energov.
10. Gentile (p19) - \$9,204 for 207c payment.
11. Johnson Controls (p24) - \$8,774 for quarterly maintenance agreement.
12. Keane & Beane (p25) - \$6,553 for outside counsel.
13. Ken's Tree Care (p26) - \$10,942 for tree removal.
14. Springbrook Holding Co. (p39) - \$15,384 for Finance software.
15. Tilcon NY (p44) - \$9,795 for Highway materials.
16. Verde Electric (p45) - \$5,075 for Traffic Signal maintenance contract.

17. Virtuit Systems (p46) - \$9,519 for IT equipment.

The third warrant had 55 vouchers for \$254,447 and was for utilities.

The fourth warrant had 19 vouchers for \$1,101,255 and had the following items of interest.

18. Beckmann Appraisals (p1) - \$5,000 for tax certiorari defense.

19. CSEA Employee Benefit Fund (p2) - \$30,974 for dental benefits.

20. Global Montello (p4) - \$15,731 for fuel.

21. NYS Dept. of Civil Service (p5) - \$736,405 for health care benefits.

22. Schultz Ford (p6) - \$81,270 for Highway equipment (bonded).

23. State Comptroller (p6) - \$32,308 for Justice fines.

24. Vasso Systems (p7) - \$184,033 for Highway steer loader (bonded).

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

Thank you.

Jeffrey W. Bencik, CFA

845-359-5100 x2204