

**LOCAL LAW NO. ___ OF 2022 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO AMEND CHAPTER 31C TO AUTHORIZE ELECTRIC VEHICLE
CHARGING/DISPLAY KIOSKS IN CERTAIN ZONES.**

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

NORMAL = EXISTING LANGUAGE THAT WILL REMAIN
BOLD TYPE = PROPOSED ADDITIONS
~~STRIKEOUTS~~ = PROPOSED DELETIONS

Section 1. The Town Board hereby amends Chapter 31C entitled “Signs” as follows:

§ 31C-4 Definitions.

....

ELECTRIC VEHICLE (“EV”) CHARGING/DISPLAY KIOSK

A combined electric vehicle charging kiosk with internally illuminated LED displays.

....

§ 31C-5 General guidance.

....

C. The signs, devices and installations listed below are prohibited anywhere in the Town of Orangetown.

- (1) Flashing, moving, animated, digital (except time, date or temperature or, for gas stations, price), or fluttering signs. (Fire departments, school districts, governmental entities, religious institutions, and civic organizations such as the Rotary Club, Lions Club or Chambers of Commerce are exempt from this prohibition). **EV Charging/Display Kiosks permitted pursuant to Section 31C-8 below are also exempt from this prohibition.**

....

§ 31C-8 EV Charging/Display Kiosks

EV Charging/Display Kiosks are allowed for permitted businesses in CC, CO, CS, LI, LIO, LO and OP zones, subject to the following conditions:

- A. **There shall be a maximum of two (2) EV Charging/Display Kiosks per property.**

- B. EV Charging/Display Kiosks shall not exceed 22.5 square feet in size and 7.5 feet in height.**
- C. EV Charging/ Display Kiosks display screen shall not exceed 9 square feet in size.**
- D. EV Charging/Display Kiosks shall be equipped with an auto-dimming feature.**
- E. EV Charging/Display Kiosks shall limit content refresh rates to no more than every eight (8) seconds.**
- F. EV Charging/Display Kiosks shall be located within 100 feet of the front façade of the business building on the site.**
- G. EV Charging/ Display Kiosks shall be setback a minimum of 70 feet from a public right of way.**

Section 2. Effective date.

The provisions of this local law shall take effect immediately upon filing with the Secretary of State.

DOG CONTROL SERVICES AGREEMENT FOR YEAR 2022

By and between

Town of Orangetown

And

Hudson Valley Humane Society for the Prevention of Cruelty to Animals

WHEREAS, the **TOWN OF ORANGETOWN**, (hereinafter “TOWN”), is a municipal corporation of the State of New York, having its principal place of business at 26 Orangeburg Road, Orangeburg, New York 10962; and

WHEREAS, **Hudson Valley Humane Society for the Prevention of Cruelty to Animals**, (hereinafter “HVHS”), is a domestic not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business at 200 Quaker Road, Pomona, New York 10970; and

WHEREAS, the TOWN needs dog control services including enforcement, and housing and boarding, under Article 7 of the New York State Agriculture and Markets Law and its’ Town Code; and

WHEREAS, the HVHS is a humane society, and a duly authorized society for the prevention of cruelty to animals, which has been engaged in the prevention of cruelty to animals in Rockland County, New York; and

WHEREAS, the TOWN is authorized to contract for such services with a duly incorporated society for the prevention of cruelty to animals pursuant to Article 7 of the New York Agriculture and Markets Law; and

WHEREAS, the TOWN and HVHS believe that the TOWN's contracting with HVHS for the provision of dog control services will improve the quality and level of service provided to TOWN residents; and

NOW, THEREFORE, THE TOWN AND HVHS HEREBY AGREE AS FOLLOWS:

1. **TERM:** This agreement will commence January 1, 2022 and shall continue through December 31, 2022.
2. **SERVICES TO BE PROVIDED:** The HVHS through its duly appointed agents and employees shall provide those services as per this Agreement to the TOWN for seized, lost, strayed or homeless domestic canine animals pursuant to §114 of the New York State Agriculture and Markets Law, and shall be permitted to adopt canines as set forth herein, and shall properly care for these dogs in its shelter, that shall at all times during the term hereof be under the care and charge of a competent employee, Board member or duly appointed Humane Law Enforcement officer (HLE).
3. **HVHS DUTIES UNDER THIS AGREEMENT:**
 - a. HVHS will act as an agent of the TOWN to enforce the provisions of the Agriculture and Markets Law §117 and Town Code Section 9-5, with respect to impoundment periods, impoundment fees, proper licensing and rabies vaccinations (as it pertains to canines only).
 - b. As agent for the TOWN, HVHS shall not release a dog to any TOWN resident without such resident providing acceptable proof of licensing and rabies vaccination.
 - c. In addition, HVHS shall not release a dog found within the TOWN to a resident of New York City or another State unless that party provides proof of license, and if not available, that party must license the dog before it can be released. Any deviations

shall be reported via written letter, fax or email from HVHS to the TOWN Animal Control Officer (ACO) for enforcement.

- d. HVHS will issue and assign a unique identification tag to every dog at no cost to the TOWN or owner; the identification tag has a unique number and provides another level of identification for the dog's safety.

4. DOG LICENSE FROM TOWN:

- a. HVHS shall be authorized to issue dog licenses on behalf of the TOWN and collect the appropriate TOWN Code license fees.
- b. HVHS shall have the TOWN permit form completed by the applicant and collect the necessary fees; and issue the tag to the applicant.
- c. The TOWN permit form and all such monies collected by HVHS on behalf of the TOWN for licensing a dog must be remitted to the TOWN Clerk by the fifteenth (15th) day of the month following the month of collection with all other required documentation.

5. FEES FOR IMPOUNDMENT/SHELTER/FEED/WATER/CARE:

- a. The TOWN shall pay to HVHS the sum of FORTY AND 00/100 (\$40.00) DOLLARS for each night the dog has been in the care of HVHS (for a maximum of FIVE (5) nights from the date of seizure) for the shelter, feed, water and care of all seized, lost, strayed or homeless canines delivered by the TOWN'S employees and TOWN residents to HVHS for impoundment and disposition. The parties agree that a "same day reclaim" is charged as the ONE (1) night minimum. Charges to the TOWN will conclude once an owner claims their animal.
- b. The owner may redeem such dog:

- i. by producing proof that such dog is, or has been, licensed in accordance with TOWN Code Section 9-6; and
 - ii. upon payment of the impoundment fees as set forth in TOWN Code Section 9-5 in the amount of FORTY AND 00/100 (\$40.00) DOLLARS for each night or one-night minimum stay for a same day reclaim for the period the canine has been in the care of HVHS;
 - iii. A receipt for any fees paid directly to the TOWN Clerk, (i.e. for impoundment and/or licensing), shall be presented to HVHS prior to the release of the animal.
 - c. With written approval from the Animal Control Office or Town Clerk's Office, TOWN hereby agrees that HVHS may collect required Impound and Boarding Fees and release an animal to its owner under extenuating circumstances..
 - d. HVHS is authorized to collect Town Code licensing fees (if necessary) and impoundment fees from the dog owner at time of redemption.
 - e. All such monies collected by HVHS on behalf of the TOWN must be remitted to the TOWN Clerk by the FIFTEENTH (15TH) day of the month subsequent to the month the monies are collected or the documents are received with all other required documentation.
6. HVHS IMPOUNDMENT DUTIES DURING REDEMPTION PERIOD:
- a. No later than TWENTY-FOUR (24) hours, or as soon as practicable, after a companion canine animal has been seized or taken possession of, by any TOWN dog control officer, animal control officer, or peace officer acting pursuant to his or her special duties, or police officer, and comes under the care, custody and control of HVHS, then HVHS must take steps to:

- i. check such animal for all forms of identification, including, but not limited to, tags, microchips, tattoos or licenses; and
 - ii. if practicable, and if the necessary technology and equipment are available, make available to the public on the internet on a website or social media maintained by HVHS, a photograph, and a general description of the animal to assist the owner or owners in finding the animal, including the breed or breeds, if known. It is agreed that information about the animal may be withheld, however, if deemed appropriate to facilitate finding the owner or otherwise protect the safety of the animal.
- b. As soon as practicable after the seizure or taking possession of such animal potentially identifiable by a form of identification, including a license, tag, tattoo or microchip, or records or reports that are readily available of animals reported to be lost, reasonable efforts must be made to identify and provide actual notice to the owner of the animal by any means reasonably calculated to provide actual notice to the owner.
- c. The owner may redeem such dog upon payment of the impoundment fees as set forth in Town Code Section 9-5 payable to the TOWN and/or HVHS, and by producing proof that such dog is or has been licensed, and properly identified.
 - i. A receipt for any fees paid directly to the TOWN Clerk shall be presented to HVHS prior to the release of the animal.
- d. At the end of the TOWN Code established impoundment period, any identified, unidentified dog, unlicensed, unredeemed, aged, diseased or otherwise unadoptable, seized, lost, strayed or homeless domestic canine animal (in the judgment of HVHS),

unless otherwise specified by the Animal Control Officer, becomes the property of the HVHS;

- e. If the dog is not claimed at the end of the TOWN's impoundment period, the dog shall become the property of HVHS, and the TOWN will pay HVHS an additional one-time stipend of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS towards the future care of the dog.
 - f. Following such transfer, the TOWN shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.
 - g. Upon the expiration of the redemption period, any unredeemed, seized, lost, strayed or homeless domestic canine animal shall be deemed transferred to, and shall become the property of, HVHS, which, thereafter, may release such unredeemed dog for adoption, place such dog, or otherwise act with respect to such dog as permitted by law.
 - h. Additional holding times: Additional holding times may be required if mandated by a Court of competent jurisdiction for any reason, including without limitation, pursuant to Article 26 of the Agriculture and Markets Law.
7. EMERGENCY VETERINARY CARE:
- a. If any dog that is under the care, custody and control of HVHS pursuant to this Agreement is determined by HVHS (after consultation with a licensed veterinarian and an authorized agent of the TOWN) to need "emergency" veterinary services, HVHS will arrange the necessary treatment of the dog by an appropriate veterinarian.
 - i. The TOWN will only be responsible for costs associated with the initial veterinarian examination and treatment if the owner cannot be identified.

- ii. The TOWN, in its sole discretion, shall have the responsibility for determining the treatment of the animal after consultation with the veterinarian; and TOWN agrees to be responsible for any agreed upon “emergency” expenses incurred not to exceed FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS per dog, and only if the dog’s owner cannot be identified.
 - b. HVHS reserves the right to intervene and accept financial responsibility if, in their opinion, the deemed injury/ailment can be remedied.
- 8. PAYMENTS: The total TOWN payments provided for herein shall be paid to HVHS on a quarterly basis, *in arrears*, with the first payment due on March 31st for the quarter commencing January 1.
 - a. Payment shall be contingent upon HVHS’s submission, and the TOWN’s review and approval, of all required documentation to include the HVHS Animal Intake Forms, NYS Agriculture and Markets Law “DL-18” forms, and revenues received for that quarter. Provided, however, the TOWN, in its sole discretion, may earlier release to HVHS all, or a portion, of any quarterly payment, upon reasonable assurance that the required documents will be produced, in a timely fashion, and, upon HVHS’s compliance with all other terms of this Agreement.
 - b. Notwithstanding the aforesaid, the TOWN reserves the right to withhold quarterly payments to HVHS until such time as all documentation and revenues have been properly accounted for.
- 9. ANIMAL CONTROL OFFICER(S): The TOWN will employ such Animal Control Officer(s) as, in its sole discretion, it deems necessary for the proper implementation of the letter

and spirit of its obligations under Article 7 of the Agriculture and Markets Law, but the TOWN shall not be obligated to budget or spend any funds beyond those actually appropriated for the purpose of implementation Article 7.

10. ACCESS:

- a. The shelter shall be available to accept care, custody and control of domestic canines from the TOWN Animal Control Officer(s), TOWN Highway Department workers, TOWN Police Department Officers, and any other duly authorized agents of the TOWN at all times and during all hours of operation;
- b. TOWN agrees to provide a list of “other authorized agents” to HVHS on a monthly basis.
- c. HVHS agrees to provide a list of employee emergency contact numbers for the facility to the TOWN Animal Control Officer(s), TOWN Police Department, and other authorized agents as designated by the TOWN.
- d. The shelter shall be available for adoptions and surrenders to ORANGETOWN Residents, (with valid proof of residency), by appointment; However, during the COVID-19 pandemic, the residents access will be as dictated by HVHS necessary procedures and appointment requirements.

11. COMPLETION OF FORM DL18: The Animal Control Officer, members of the Police Department, authorized agents of the TOWN, and Town Residents, shall be required to complete a New York State Department of Agriculture and Markets, Division of Animal Industry Form “DL 18” entitled “Dog Seizure and Disposition Report”.

12. PLACEMENT OF ANIMALS AT THE SHELTER: During the term of this Agreement, HVHS agrees to use its best efforts to ensure that seized, lost, strayed or homeless domestic

companion canines are placed in a run at the Shelter, and that cages appropriate to the size of the animal shall only be utilized as a last resort, and in that event, not for more than TWENTY-FOUR (24) hours.

13. POLICIES AND PROCEDURES: During the term of this Agreement, HVHS agrees to abide by the policies and procedures set forth in the Dog Officer and Shelter Manual (hereinafter identified as the “Manual”) promulgated by the NYS Department of Agriculture & Markets, Division of Animal Industry, last revised March 2014. For example:

- a. HVHS shall maintain, at all times, adequate supplies for the performance of its obligations under this contract, including without limitation, the lawful duties under the “Manual”.
- b. A unique “Dog Control Record Number” shall be used for each dog entered on a report; this number shall be assigned by HVHS.
- c. HVHS shall maintain a copy of this Agreement available for viewing by duly authorized agents of the Department of Agriculture and Markets (DOAM).
- d. HVHS shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner proscribed by the Commissioner of the New York State Department of Agriculture and Markets.

14. BUDGET AND ANTICIPATED EXPENSES: On or before September 1st in each year, HVHS shall submit, to the TOWN Supervisor:

- a. A copy of the latest Financial Audit Statement;
- b. A copy of the latest Form 990 filed with the Internal Revenue Service;
- c. A breakdown of cost per animal impounded pursuant to this Agreement, including, but not limited to: emergency, medical, veterinary, spay and neuter services; as well as

information concerning the number of animals seized, redeemed, adopted, surrendered and/or transferred; the number of animals euthanized, etc.; and

- d. Written proof of its 501(c)(3) status as a not-for-profit corporation.

15. RECEIPTS, CASH DEPOSITS AND DISBURSEMENTS AND CONTROLS: HVHS shall install and maintain an adequate automated system of internal controls covering income and expenses, and payments received, to ensure that all of the TOWN's fees are paid to them as set forth herein and in a timely fashion.

16. DANGEROUS DOG: There may be times when directed by court order where HVHS may be required to board a dog classified as a "dangerous dog" (as defined in Section 108, paragraph 24(a) of the Agriculture and Markets law). Under such circumstances, the dog shall be harbored in a manner to:

- a. Prevent escape of the dog;
- b. Protect the public from unauthorized contact with the dog;
- c. Protect the dog from the elements pursuant to Section 353(b) of the Agriculture and Markets Law. Such confinement shall not include lengthy periods of tying or chaining;
- d. The restraint of the dog on a leash by an adult at least TWENTY-ONE (21) years of age whenever the dog is not confined;
- e. The dog is to be exercised only by trained staff personnel, Board members or HLE agents and *NOT* volunteers;
- f. When necessary, in the judgment of HVHS, muzzling the dog in a manner that will prevent it from biting any person or animal but that shall not injure the dog or interfere with his vision or respiration but in any event, only if possible to do so without injuring the person attempting to muzzle the dog,

- g. Continue to maintain a liability policy in force and effect to indemnify both the TOWN, the Shelter and HVHS for personal injury or death resulting from an attack by such dangerous dog; and
- h. Comply with all orders of a court competent jurisdiction relative to said animal.

17. INSURANCE: HVHS shall be required to procure and maintain at their own expense the following coverage:

- a. General Liability Insurance: A policy or policies of comprehensive General Liability Insurance with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS, per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate.
- b. Professional Malpractice Insurance: A policy or policies of professional liability insurance with limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.
- c. Each policy of insurance required shall be in the form and content satisfactory to the TOWN Attorney's Office and shall provide that:
 - i. The TOWN OF ORANGETOWN is named additional insured on a primary and non-contributing basis;
 - ii. The insurance policies shall not be changed or cancelled until the expiration of THIRTY (30) DAYS after written notice to the TOWN; and
 - iii. The insurance policies shall be automatically renewed upon expiration and continued in force unless the TOWN is given SIXTY (60) DAYS written notice to the contrary.
 - iv. Such Insurance Policies shall be placed with a carrier that is rated at least A(-) under AM Best for Liability Insurance.

- v. No work shall be commenced under the contract unless and until proof of insurance required by this contract is submitted to TOWN.
- vi. Upon failure to furnish, deliver and maintain such insurance as described above, this Contract may, at the election of the TOWN, be declared suspended, discontinued or terminated. Failure to procure and maintain any required insurance shall not relieve HVHS from any liability under this contract, nor shall the insurance requirements be constructed to conflict with the obligations of HVHS concerning indemnification.

18. WORKERS COMPENSATION INSURANCE: HVHS will comply with the New York State Workers' Compensation Insurance requirements and provide the TOWN with a duly executed Form U-26.3 (NYSIF) (Certificate of Workers' Compensation Insurance) to establish compliance.

19. INDEMNIFICATION / HOLD HARMLESS: HVHS agrees to protect, defend, indemnify and hold the TOWN and its officers, employees, and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of the performance of HVHS pursuant to its' obligations under this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder with the exception

of claims, if any, caused by the sole negligence of the TOWN, its' authorized agents and employees.

20. MODIFICATION, AMENDMENT OR TERMINATION: This agreement may only be modified amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

21. NON-WAIVER: The failure of the TOWN or HVHS to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement, and shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by TOWN or HVHS of their rights at any time thereafter to require the exact and strict compliance with all the terms hereof.

22. NOTIFICATION: All notices or demands provided for in this Agreement shall be deemed to have been given, made or sent when made in writing and deposited in United States mail by Certified Mail, Return Receipt Requested with postage paid thereon and addressed as follows:

a. Hudson Valley Humane Society
Attn: Ann Marie Gaudio, President
200 Quaker Road
Pomona, New York 10970

b. Town of Orangetown
Attn: Town Supervisor
26 Orangeburg Road
Orangeburg, New York 10962

23. SEVERABILITY: If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid, operative and lawful, pursuant to the laws of the State of New York, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect

as if the Agreement had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

24. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2022.

HUDSON VALLEY HUMANE SOCIETY
FOR THE PREVENTION OF CRUELTY
TO ANIMALS

By: _____
AnnMarie Gaudio, President

Seal:

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

Seal:

CONTRACT ADDENDUM NO. 2021067-01

(2022 GRANT SERVICES)

DATED: December 6, 2021

TO
Agreement for Professional Services
(Original Agreement No. 2021067-00 Dated: May 20, 2021)

The original Agreement, between Town of Orangetown, Rockland County, New York, the CLIENT and Laberge Engineering & Consulting Group, LTD., is hereby amended as follows:

The contract amount shall be increased by \$36,000 plus reimbursable expenses for provision of additional services related to Professional Grant Writing Services for calendar year 2022.

SUBCONSULTANT:

TOWN OF ORANGETOWN

26 West Orangeburg Road

<u>Orangeburg</u>	<u>New York</u>	<u>10962</u>
City	State	Zip

BY: _____
Name Title

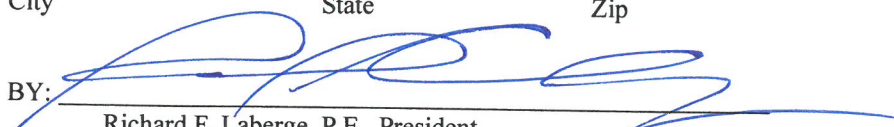
Print Name: Teresa Kenny Title: Supervisor

CONSULTANT:

LABERGE ENGINEERING & CONSULTING GROUP, LTD.

4 Computer Drive, West

<u>Albany</u>	<u>New York</u>	<u>12205</u>
City	State	Zip

BY: 
Richard F. Laberge, P.E., President

Orangetown Grant Services 2021

**PROFESSIONAL SERVICE REQUISITION TRACKING
LABERGE GROUP PROJECT NO. 2021067**

PSR#/LABERGE PHASE	Grant #	BUDGET	LABERGE	LABERGE	LABERGE	LABERGE	LABERGE	Total Billed	Remaining Budget
			INV #1	INV #2	INV #3	INV#4	INV#5		
		\$ 21,000.00						\$ -	\$ 21,000.00
Phase 2200 - General		\$ 7,000.00	\$ 5,250.00	\$ (5,250.00)	\$ 232.63	\$ 465.26		\$ 697.89	\$ 20,302.11
Phase 2201 - NYS SMART GROWTH/CLIMATE SMART GRANT	1	\$ 7,000.00	\$ 7,000.00					\$ 7,000.00	\$ 13,302.11
Phase 2225-Funding /Needs Assessment	2	\$ 7,000.00	\$ -	\$ 5,250.00	\$ 1,750.00			\$ 7,000.00	\$ 6,302.11
Phase 2202 - CREG Grant	3	\$ 2,000.00					\$ 2,000.00	\$ 2,000.00	\$ 4,302.11
	4	\$ -						\$ -	\$ 4,302.11
	5	\$ -						\$ -	\$ 4,302.11
	6	\$ -						\$ -	\$ 4,302.11
Phase	7	\$ -						\$ -	\$ 4,302.11
Expenses			\$ 17.69		\$ 30.87			\$ 48.56	\$ 4,253.55
									\$ 4,253.55
TOTALS		\$ 23,000.00	\$ 12,267.69	\$ -	\$ 2,013.50	\$ 465.26	\$ 2,000.00	\$ 16,746.45	

STANDARD AGREEMENT for PROFESSIONAL SERVICES
(2021067-00)

This is an Agreement made as of May 20, 2021 between Town of Orangetown of 26 Orangeburg Road, Orangeburg, New York 10962, (Hereinafter called the CLIENT), and LABERGE ENGINEERING & CONSULTING GROUP, LTD., 4 Computer Drive West, Albany, NY 12205, which is a Corporation registered in the State of New York (hereinafter called LG).

A. CLIENT and LG, for the mutual consideration hereinafter set forth, agree as follows:

Professional Grant Writing Services per methodology in the proposal excerpt (Attachment A).

B. CLIENT agrees to pay LG as compensation for services as follows:

~~\$24,000~~ plus reimbursable expenses for remainder of 2021
~~\$26,000 plus reimbursable expenses for remainder of 2022~~ *TB nos 2021-180*

Any authorized engineering services to assist with grant preparation will be billed on an hourly basis plus reimbursable expenses in accordance with the schedule in Attachment B.

C. CLIENT agrees to pay LG a retainer with this Agreement of \$ Ø.

CLIENT, shall reimburse LG for the actual cost of all travel-related expenses (including, but not limited to meals, lodging, and transportation) for project related work performed away from LG's offices. CLIENT shall reimburse LG for other project related expenses, including, but not limited to, reproduction costs, delivery, field related costs, all at charged rates. Other expenses include, but are not limited to, outside consultants, materials testing, application and permit fees. All expenses shall be invoiced at cost plus a 20% service fee for handling and administration.

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.5% compounded monthly (annual rate of 18%) or the highest rate allowable under applicable State Law, whichever is higher.

D. CLIENT shall furnish the following:

Information in client's possession relevant to completing the services requested.

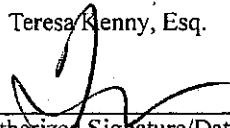
E. This Agreement includes the Standard Terms and Conditions shown on pages 2 & 3 of this document and are incorporated herein by this reference.

F. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

AGREED TO:

Town of Orangetown
(Client's Name)

BY: Teresa Kenny, Esq.

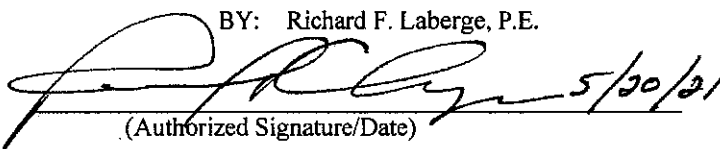

(Authorized Signature/Date)

TITLE: Town Supervisor

AGREED TO:

LABERGE ENGINEERING & CONSULTING GROUP, LTD.

BY: Richard F. Laberge, P.E.


(Authorized Signature/Date)

TITLE: President

STANDARD TERMS & CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes of governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof.

2. **OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of LG unless otherwise provided by law. CLIENT shall not use such items on other projects without LG's prior written consent. LG shall not release CLIENT'S data without authorization.

3. **LIMITATIONS OF COST ESTIMATES:** Any estimate of the cost of the project services or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. **APPROVAL OF WORK:** The work performed by LG shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 15 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. **DELAY:** Any delay, default or termination in or of the performance of any obligations of LG under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove LG's work promptly; late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of LG's work, or any other acts of the CLIENT or any other Federal, State or local government agency, or any other cause beyond LG's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of LG as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, LG shall be paid for all services rendered to the date of termination as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay LG within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, LG, in addition to the right to terminate set forth in the paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of LG in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold LG harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by LG or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by LG's own negligence.

8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

9. **REPLACEMENT OF SURVEY STAKES:** LG, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time and material basis. It will be the CLIENT'S responsibility to provide adequate protection of the stakes against their own negligence or the negligence of those working for or with them and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT'S responsibility to protect said stakes until such time as construction takes place.

10. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of LG's field representative will be for the purpose of providing observation and field testing. Under no circumstances is it LG's intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of LG's field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of LG's field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in their work. It is understood that LG will not be responsible for job or site safety on the project.

11. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT'S sole risk and responsibility.

12. **LIMITATIONS OF CONSULTANT'S LIABILITY:** The CLIENT agrees to limit LG's liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to LG's professional negligent acts, errors or omissions, such that the total aggregate liability of LG to those named shall not exceed five thousand dollars (\$5,000) or 50% of LG's total fee for services rendered on this Project, whichever is the greater.

13. **CONTROLLING LAWS:** This Agreement is to be governed by the Laws of the State of New York.

14. **INSURANCE:** LG shall procure and maintain throughout the period of this Agreement, at LG's own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal Laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. LG shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

15. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor LG shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

16. **ARBITRATION:** All claims, counterclaims, disputes and other matters in question between the parts hereto arising out of or relating to this Agreement or breach thereof may, at the option of LG be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place in the Town of Colonie, Albany County, New York.

17. **NOTICES:** All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, addressed as stated in the Agreement.

18. **RIGHT OF ENTRY:** The CLIENT will provide right of entry for our staff, subcontractors and all necessary equipment in order to complete the work. LG will take all reasonable precautions to minimize damage to the property. It is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

19. **UTILITIES:** In the prosecution of our work, LG will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to hold LG harmless for any damages to subterranean structures and utilities.

20. **STANDARD OF CARE:** Services performed by LG under this Agreement will be conducted in a manner with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied is made.

21. **RENOVATION/REHABILITATION OF EXISTING BUILDINGS:** Where the work involves remodeling and/or rehabilitation of an existing building, CLIENT agrees that certain assumptions must be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees that, except for negligence on the part of LG, CLIENT will hold harmless, indemnify and defend LG from and against any and all claims arising out of the professional services provided under this Agreement.

22. **EMPLOYEE RETENTION:** Client agrees not to hire or solicit for employment, for themselves or others, LG employee during the term of this agreement and for a period of two years thereafter.

23. **ASBESTOS AND HAZARDOUS WASTE:** Where the work involves asbestos and/or hazardous wastes, CLIENT agrees that the handling or removal of asbestos, asbestos products and hazardous wastes involves certain health risks which require specific safety measures. LG will not be responsible for safety and safety measures on the job, including measures for the protection of employees, contractors, subcontractors and/or the general public. Such responsibility for safety and safety measures is and shall remain that of the contractor. CLIENT agrees that, except for claims and damages arising from negligent acts, errors or omissions of LG, CLIENT will hold harmless, defend and indemnify LG from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos, asbestos fibers or hazardous wastes.

Nothing in this Agreement shall impose liability on LG for claims, lawsuits, expenses of damages arising from, or in any manner related to, the exposure to or the handling, manufacture or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

24. **SEISMIC DESIGN:** If the project is located in New York State, it will be designed in accordance with the structural requirements of the New York State Uniform Fire Prevention & Building Code, which does not specify any requirements for seismic design.

The structure will have some seismic resistance, however, seismic design will not be incorporated in the structural design of the project unless specifically requested by CLIENT as an additional service.

25. **CONSTRUCTION PHASE SERVICES:** Where LG's services do not include review or site observation of the contractor's work and performance, CLIENT agrees to defend, indemnify and hold harmless LG from any claim or suit whatsoever, including, but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. LG agrees to be responsible for its own sole negligent acts, errors or omissions.

ATTACHMENT A

PROPOSED METHODS

Laberge Group employs a team of professional planners, community and economic development specialists and experienced grant writers to assist communities in identifying funding needs and securing resources to implement important municipal projects. Each member is empowered by their expansive breadth of knowledge, diversified experience, and pride of excellence.

Laberge Group has assisted numerous county governments, large and small municipalities, public and private businesses, and non-profit organizations in the identification and procurement of the grant programs as requested by the Town of Orangetown, which includes, but is not limited to, the following subject areas:

- a) Infrastructure Development and Maintenance
- b) Community/Economic Development
- c) Parks, Recreation, and the Arts
- d) Criminal Justice Technology and Programs
- e) Health Services
- f) Housing and Housing Programs
- g) Homeland Security
- h) Technology
- i) Social Services and Human Resources
- j) Transportation/Highway
- k) Workforce Development
- l) Records Management

Laberge Group's extensive experience working with municipal governments has provided us with an introspective understanding of the many needs and concerns that impact each of our clients. In response, and with a commitment to uphold our philosophy to provide the highest quality service for each client's requirement, Laberge Group has designed a grants' strategy, surveillance, and development process that has proven successful in securing over \$245 million in state and federal funding for our clients.

The successful best practices methodology used to achieve our success is summarized below:

Methodology for Successful Grant Preparation

1. Identify the community's needs and issues.
2. Analyze potential issue-solving projects from a variety of perspectives.
3. Examine all alternative solutions.
4. Identify available funding and/or support resources.
5. Recommend source or identity of resolution and solution(s).
6. Develop a schedule or timeline for grant activities.
7. Enact appropriate activity to successfully achieve objectives.

ON SITE LIASON:

Mr. Scott Siegel, Community Developer Manager, in response to the Town of Orangetown's award of contract, will provide on-site consultation with the Supervisor and assigned Town Staff to identify program/project needs and assess projects for grant applications. A Laberge Group team of experienced planning and grants development professionals will work closely with Mr. Siegel in the coordination of each funding task.

TASK 1: FUNDING NEEDS ANALYSIS

Outcomes of a Funding Needs Analysis will result in the development of Town directed grant strategies, the surveillance of available funding resources, and the development of professionally prepared and competitive funding applications.

Activity 1: Plan Review:

It is important to note that a strong foundation for grant preparation exists when the Town has established goals represented in a publicly approved planning document. As such, the Funding Needs Analysis will begin with Laberge

Group conducting a review of the Town's publicly-approved and municipally-adopted planning documents that set out short and long-term goals for the Town. This review will be expanded as necessary to include County or Regional draft or adopted planning documents that set forth planning initiatives for revitalization, growth and/or redevelopment.

Activity 2: Department Needs Review:

As directed by the Town, Laberge Group will meet with department heads to discuss and assess current funding priority areas of each department. Discussions will include but are not limited to department needs for specific projects, program stabilization, expansion, or future direction. Laberge Group will review departmental and Town-wide priorities and provide an analysis of project needs as it relates to annual funding priorities. From this information, we will collectively identify potential priority areas requiring grant funding. The findings of the department interviews will provide the foundation for the development of the Town of Orangetown's Funding Needs Analysis and Grant Matrix.

Activity 3: Funding Needs Analysis and Grant Matrix:

This customized document prioritizes each project needing to be funded, and cross-references the project to potential funding sources.

TASK 2: GRANT FUNDING RESEARCH

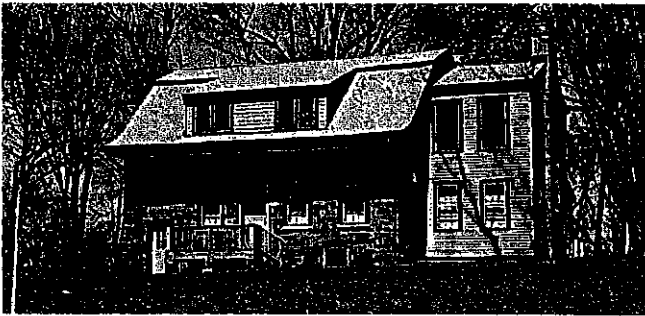
Laberge Group will monitor the critical grant environments for funding resources which can financially assist in any one of the activities specified on the Funding Needs Analysis and Action Matrix while also maintaining the overall strategic direction of the Town.

As a result of the activities listed below, Laberge Group will provide the Town of Orangetown with summaries of potential funding opportunities. The summaries will include, but are not limited to, the name of the agency, the advertised due dates for the application(s), eligibility, a brief program summary, the level of funding available, and any local share requirements.

As such, our Grant Funding Research - surveillance program will incorporate the following strategies:

- a) Laberge Group grant development personnel will employ ongoing surveillance of a variety of potential funding opportunities. We have an extensive history of working with a plethora of Federal and State programs, including, but not limited to, those agencies that support Community/Economic Development; Criminal Justice Technology and Programs; Health Services; Housing and Housing Programs; Infrastructure; Planning; Homeland Security; Other Technology; Parks and Recreation; Social Services; Transportation; and Workforce Development. While the majority of New York State community development grants are included in the annual Consolidated Funding Application, many local, county, and federal opportunities still exist and need to be monitored year round
- b) Laberge Group maintains a list of Federal and State agencies and foundation programs that are known to have provided funding opportunities in the past. The more popular of these funding resources, (i.e. in no special order - FEMA, USDA, COPS, OPRHP, DOT, NYSERDA, DHS, ESDC, EFC, NYSOA, DOH, DCJS, EPA, FTA, etc.) are regularly revised in order to identify updates to funding announcements. Upon notice of a funding announcement, we have found that discussing proposed projects with representatives from the funding source, enhances the competitiveness of a submitted application.
- c) The Albany location of Laberge Group's main office makes visits to the Capitol and legislative offices most convenient. Laberge Group personnel are readily available to meet with legislators and agency staff members to discuss priority projects that can be achieved in a cost effective manner through the leveraging of funds from a myriad of sources.
- d) Laberge Group grant development personnel will schedule meetings with the Supervisor, Budget Director and Department Heads to discuss current events and any new or updated changes to the Funding Needs Analysis

and Action Matrix. When a certain grant opportunity becomes known to the Town, upon their request, we will research the NOFA and provide the name of the agency, the advertised due dates for the application, funding eligibility, a brief program summary, the level of funding available, and any local share requirements.



TASK 3: ON CALL GRANT RESEARCH

For the duration of a Contract between the Town of Orangetown and Laberge Group, should the Town become aware of, and interested in, a funding opportunity that does not register with the Funding Needs Analysis and Action Matrix, the Town may request Laberge Group's grant development personnel to research the opportunity and provide an overview which includes the name of the agency, the advertised due dates for the application, funding eligibility, a brief program summary, the level of funding available, and any local share requirements.

It should be noted that On-Call Grant Research requests should allow sufficient lead time for appropriate research of the funding program and, in the event the Town should chose to move forward in applying for the funding, should allow for a sufficient amount of time for the development of a professionally prepared, competitive application.

TASK 4: GRANT PROPOSAL DEVELOPMENT

After receiving direction from the Town of Orangetown, Laberge Group will proceed with the following summarized steps:

Authorization To Proceed (ATP): An ATP is a short form document that, when executed by the Town of Orange-

town and Laberge Group, authorizes Laberge Group to prepare and submit a specific grant application on behalf of the Town. The ATP sets forth the general steps to be completed by the grant writer and the associated application preparation fee.

Assignment: Application preparation will be assigned to the grant writer who has the greatest knowledge of the selected subject matter and who may have completed prior successful applications to the funding source. Laberge Group grant development personnel are well experienced in both hard copy and electronic application submittals. Applications completed by Laberge Group grants development personnel are prepared in a professional and competitive manner, strongly linking the intent of the funding source to the proposed project.

Prior Evaluations: Before commencing with the application preparation, the assigned grant development personnel will obtain and review any the Town of Orangetown's prior application evaluations prepared by the funding source to which the current application will be submitted. This preliminary step allows us to gain a better understanding of the specific review process and more clearly defines the information the particular funding sources deem to be the most important.

Review of Town, County and/or Regional Plan Goals: As stated earlier, the Town of Orangetown's publicly adopted planning goals will form a strong foundation for a funding request. A review of the Funding Needs Analysis and Grant Matrix will provide the name of the planning document and the detailed goal that the Town wishes to implement. Further review of the planning document will provide the background knowledge tied to the goals development. This information can often be used in the application narratives.

Research: The development of a successful grant proposal begins with researching material to gain a full understanding of the funding program and how it will tie to the Town of Orangetown's needs. Current data relating to the subject matter must be obtained and corroborated with

the appropriate department(s). It is important to note that many grant NOFA's may require specific policies or programs to be submitted; i.e. the former NYSEERDA's Cleaner Greener Program. Individual departments will have the responsibility of providing those programs to Laberge Group prior to grant development.

Start-Up Package: A start up package prepared by Laberge Group grants development is comprised of an assortment of grant support items that will add to the competitiveness of the grant application. The package normally consists of the following items:

- Draft resolution to apply.
- Application cover letter.
- Letter requesting agency and/or elected official expressions of support.
- Sample support letter(s).
- Project commitment letter.
- Local share commitment.
- Public hearing announcements and draft public notices will be provided should these activities be a requirement of the funding source.

The start up package will also include the instructions explaining the appropriate action required for each item.

Grant Application Forms: Grant application forms are provided by the funding source and are required to be completed, signed by the Supervisor and become the start of the application. Many applications now require certain certifications and lobbying disclosures to be signed as well.

Grant Application Narratives: Grant application narratives are generally prepared in response to questions asked in the application guidance or instructions. Narratives are of paramount importance in preparing an application and should be tied to the ranking materials or priorities provided within the instructions or grant guidance.

Exhibits: Most applications require a num-

ber of exhibits which might include items such as census maps, project location maps, plan excerpts, and other supporting documentation.

Quality Reviews: The process to complete a final application includes a 4-step quality review. Upon completion of the narrative portion of the application:

- 1) A draft copy will be sent to the Supervisor, and department head, for review and comment. Any changes will be made at this point.
- 2) A peer review of the full grant document is conducted as the office,
- 3) Followed by a supervisory review prior to the application being sent on for copying.
- 4) Once the grant application is completely assembled, a final Quality Review is scheduled with Mr. Scott Siegel prior to each grant application, with the appropriate numbers of the document submitted to the funding source with a copy forwarded to the Town of Orangetown.

TASK 5: MONTHLY REPORTS

Laberge Group will submit monthly reports to the Town summarizing the amount of time expended and describe the activities undertaken during the previous month.

TASK 6: OPTIONAL SERVICE: GRANT ADMINISTRATION & PROGRAM DELIVERY

At the Town of Orangetown's request, Laberge Group has the expertise to provide full grant administration and program delivery services.

a) **Program Manager:** Upon request of the Town of Orangetown, Laberge Group will assign a program manager to assist the Town in administering and delivering the program in full conformance with all Federal, State and Local guidelines. Laberge Group's program manager will be responsible for advising the Town contact on the set up of the necessary filing system and establishment of financial accounts to receive grant funds.

b) **Program Administration:** Most grant applications require the applicant to provide a work plan and activity

schedule within the application document. This information often becomes a component of the award contract. Laberge Group will assist staff in maintaining grant eligibility through adherence to the work plan and project schedule and, as such, will provide the necessary program management, appropriate record keeping, accessing of funds and the filing of timely progress reports. At the Town's direction, grant-related reports will be prepared at Laberge Group offices and provided to the Supervisor for signature and submittal to the funding agency. A Laberge Group representative will meet with staff to review grant files to ensure the record keeping, reporting, and management meets both the Town's management procedures and the criteria established by the funding source. Please note that grant administrative fees are included in most grant applications and can be authorized separately as an addendum to this contract.



c) Program Delivery Activities: Laberge Group will assist the Town in all areas of program delivery. The delivery of the awarded project will vary depending on the type program. Generally, delivery activities and costs are those that can be directly attributed to activities set forth in the application's proposed project and activities to deliver the project in conformance with Federal, State, and local guidelines. Laberge Group is well experienced in all venues of program delivery. Please note that program delivery fees are included in most program delivery applications and can be authorized separately as an addendum to this contract.

d) Technical Expertise: Laberge Group is a full service, multiple discipline engineering and community development organization. Our highly skilled staff consists of a battery of engineers, architects, grant development personnel, and program management professionals that are available to assist the Town in fulfilling all aspects of grant implementation.

ATTACHMENT B

FEE PROPOSAL

Based upon our unstanding of the Town of Orangetown's grant services needs, Laberge Group is pleased to offer grant identification and writing services at a prorated fee of \$3,000/month until December 31, 2021 plus reimbursable expenses.

For budgetary purposes, the grant needs assessment is estimated at approximately 60 hours. Once a grant has been selected, an authorization to proceed will be prepared per grant, with an individual not to exceed amount per grant. Typical grant development fees range from \$2,500 - \$8,500 depending on the complexity of the grant and individual project readiness. Grant identification and initial research will be billed at our normal hourly rates and is included with the annual contract. For 2022, our annual fee for services will be \$36,000, plus normal reimbursable expenses. Engineering services will be billed at separate hourly rates.

HOURLY RATE SCHEDULE GENERAL SERVICES EFFECTIVE: January 2021

TECHNICAL CATEGORY

Officer, Principal, Architect, Engineer, Planner, Surveyor, CPA	175 – 250
Engineering-Project Managers	140 – 240
Architecture-Project Managers	135 – 200
Surveying-Project Managers	135 – 175
Planning-Project Managers	135 – 200
Engineers	100 – 170
Architects	100 – 145
Landscape Architects	95 – 130
Interior Designers	90 – 120
Planners/Community Developers	90 – 135
Surveyors - Party Chief/Instrument Person	65 – 100
Surveyors (NYS Prevailing Rate Work)	100 – 140
Engineering Technicians	90 – 140
Architectural Technicians	90 – 135
Surveying Technicians	90 – 135
Planning/Community Development Technicians	90 – 130
Interior Design Technicians	90 – 125
Resident Managers	95 – 150
Project Representatives	75 – 140
Financial/Fiscal/Administration/Accounting	60 – 235
Project Coordinator	80 – 110
Administrative Assistants	60 – 125

NOTES:

1. Rates based on range of Direct Personnel Expense (DPE) plus 1.7 DPE.
2. All rates subject to change without notice due to salary increases, State or Federal requirements or new personnel.
3. Reimbursable Expenses (other than Labor) shall be compensated at the actual cost thereof, plus an additional \$0.20 per dollar incurred.

**COVENANT, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

THIS COVENANT, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“Agreement”) made as of this 7 day of JANUARY, 2022 between **ROBERT SLINGSBY and EILEEN SLINGSBY** residing at 9 Valenza Lane, Blauvelt, NY, hereinafter “Owner”, to the **TOWN OF ORANGETOWN**, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter “Town”.

RECITALS:

WHEREAS, the Owner represents and warrants that it is the owner in fee simple of premises known as and by street address number: 9 Valenza Lane, in the Hamlet of Blauvelt, Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 70.11, Block 1, Lot 7 (the “premises”), and the Town has a right-of-way/easement on which the Owner has constructed four (4) brick and mortar structures (hereinafter referred to as the “construction”) in said right-of-way/easement; and

WHEREAS, the Owner had erected the construction on Town property without seeking approval, a permit, or consent from any Town Department, agency or Board; and

WHEREAS, the Owner wishes said construction to continue to remain within the Town’s right-of-way/easement as it presently does so as to continue the present beneficial nature of same, from both an economic and aesthetic standpoint to the Owner; and

WHEREAS, the Town is agreeable to granting the Owner a revocable license in order to maintain, and continue to maintain, said construction within the right-of-way/easement, on the express condition that an agreement, running with the land, is made, in recordable form, which provides, *inter alia*, that: (1) the Owner will, upon receipt of written notice (“Notice”) from the Town, remove or cause to be removed, the said construction within a reasonable period of time

thereafter, but, in no event later than thirty (30) days following the date of the Notice; (2) the Town will not, as a result of, or in connection with, or related to, incur any liability in or any responsibility for the removal, upkeep, repair, replacement, restoration and/or maintenance of the said construction; (3) the Owner will not assert against the Town any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the Town in or to the right-of-way/easement, or any part thereof; (4) the Owner agrees, at its sole cost and expense, to indemnify and hold harmless and defend the Town from and against any and all liability or responsibility, resulting from, or in connection with, or related to, the removal, upkeep, repair, replacement, restoration and/or maintenance of the said construction, or claims thereof; and (5) the Owner agrees, at its sole cost and expense, to indemnify and hold harmless and defend the Town from and against any and all liability or responsibility for any personal injury and/or property damage claims involving said construction.

WITNESSETH:

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

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

SECOND: Subject to the terms and conditions herein set forth, the Town hereby creates and grants to the Owner a revocable license over and across the right-of-way for the purposes of maintaining and continuing to maintain, in its present location, the Owner's existing construction, to wit: four (4) brick and mortar structures, and which the Owner acknowledges and agrees does encroach upon the Town's right-of-way/easement.

THIRD: The Owner hereby understands and expressly agrees that the license created or granted it hereby by the Town is revocable and can be revoked at any time, with or

without cause, by the Town, upon giving Notice to the Owner, at the address first above written. In the event that the Town gives Notice to the Owner that it elects to revoke this license and requires that the said construction be removed, then the Owner will remove or cause to be removed said construction from the right-of-way/easement, at the sole cost and expense of the Owner (i) within the period of time given or prescribed in the Notice, or (ii) if no period of time is given or prescribed in the Notice, then within a reasonable period of time following the Owner's receipt of the Notice, but, in any event, within thirty (30) days as measured from the date of the Notice.

FOURTH: The Owner acknowledges, understands and agrees that the revocable license herein granted to it by the Town shall be deemed revoked as of the date of the Notice and that any period of time given or prescribed in the Notice or as provided herein, within which the said construction to be so removed from the right-of-way/easement is solely for the purpose of accommodating the Owner in so doing, but the Owner shall remain, nevertheless, liable hereunder until, and unless, released from liability hereunder by the Town of Orangetown. Upon the Owner's failure to remove the said construction from the right-of-way/easement within the applicable period given or prescribed herein, then the Town may, but shall not be obligated, to remove, or cause to be removed, the said construction from the right-of-way/easement at any time thereafter without further notice, at the sole cost and expense of the Owner, which cost and expense shall be payable, upon demand, by the Owner and creates a lien upon the premises in favor of the Town until paid in full by the Owner.

FIFTH: The Owner agrees to indemnify and hold harmless and defend the Town from any and all liability or responsibility in connection with, or related to, the said construction and/or this Agreement, including, without limitation, any claims, proceedings, legal fees, and any and all liability and responsibility in connection therewith or related thereto for any property damage and/or personal injury claim, and any damage or injury to the right of way area and/or the premises which may be the result of, or attributable to, any property damage or personal injury caused by the Town, its employees and/or agents due to the failure or timely failure of the Owner to act hereunder or comply herewith, or with any Notice given it, in accordance with, or pursuant to, or as contemplated by the provisions of this Agreement and which are the express


obligation hereunder on the part of the Owner to perform and/or which result, directly or indirectly, from the exercise by the Town of its rights under, or related or incidental to, the right-of-way/easement.

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

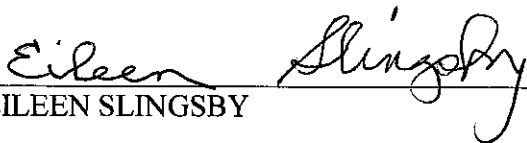
SEVENTH: The Owner acknowledges and agrees that this Agreement pertains to the construction located at 9 Valenza Lane, Blauvelt, NY. If said construction is removed for any reason, this revocable license shall terminate immediately. This Agreement does not allow for replacement construction to be erected in the place of the existing encroaching construction.

EIGHTH: This Agreement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

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



ROBERT SLINGSBY



EILEEN SLINGSBY

**WASHING BOARD LAUNDROMAT
52 North Middletown Road
Pearl River, NY 10965**

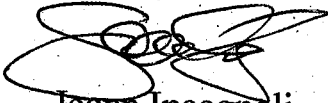
January, 2022

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10965

Attn: Robert Magrino, Esq., Town Attorney

I am requesting that the Performance Bond be waived for the contract that we were awarded for 2022 – 2023 for washing, dry cleaning and minor repair services for police uniforms. I am requesting this due to our positive 10 year performance history of this service.

Thank you,



Joann Incognoli

From: Cheryl Coopersmith
Sent: Tuesday, November 23, 2021 11:46 AM
To: Jane Slavin <jslavin@orangetown.com>
Subject: Retirement

Dear Jane,

With just months shy of 30 years of service, per our conversation this morning, I will be retiring from the Town of Orangetown as Chief Clerk, Boards and Commissions, effective January 24, 2022. My last day of work will be Friday, January 21, 2022. I have enjoyed my tenure working here and hope my contributions have been more than sufficient.

I very much appreciate you wanting me to continue working in my present capacity but at this writing, I do not think that will be best for the Town or myself. In addition, you did mention working on a part-time basis after my retirement. This is something I would consider, but it would involve considerations such as responsibilities, work hours, salary and work space. I am both open and willing to discuss all with you. Please let me know when you have given these considerations some thought.

In the past 30 years, I have had the privilege of working with three directors. With your kind offers and my discussion with the other two, I feel good about the work I have done and accomplished in my role for the Town of Orangetown.

Sincerely,
Cheryl A. Coopersmith

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 1/13/2022
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 1/18/2022 consists of 2 warrants for a total of \$918,926.50.

The first warrant had 121 vouchers for \$424,485 and had the following items of interest (2021 items).

1. Atlantic Salt (p4) - \$39,324 for Highway salt purchases.
2. Barclay Damon (p5) - \$13,279 for judgments and claims related to Pfizer tax certiorari defense.
3. Bluefields Contracting Corp. (p9) - \$8,979 for escrow return.
4. Commissioner of Finance (p13) - \$74,344 for tax certiorari refunds.
5. County of Rockland (p13) - \$12,439 for Police training expenses.
6. Global Montello (p19) - \$38,616 for fuel.
7. Keane & Beane (p23) - \$10,033 for outside counsel.
8. KJTM (p24) - \$12,500 for shade tree planting.
9. Morano Brothers (p25) - \$116,632 for N. Middletown Rd. project.
10. Nyack Senior Citizens Club (p27) - \$6,061 for program reimbursement.
11. Piermont Senior Citizens Club (p28) - \$5,850 for program reimbursement
12. Rockland County Dept. of Highways (p30) - \$15,631 for road striping.
13. Verde Electric (p38) - \$5,075 for traffic signal maintenance contract.

The second warrant had 10 vouchers for \$494,441 and had the following items of interest (2022 items).

14. Applied Golf (p1) - \$124,500 for Blue Hill management contract.
15. Applied Golf (p1) - \$49,583 for Broadacres management contract.
16. Beckmann Appraisals (p1) - \$5,500 for tax certiorari defense.

17. County of Rockland (p2) - \$309,600 for Pearl River Campus PILOT (pass through).

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204

Town Of Orangetown

DATE: January 18th, 2022

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	122921	\$ 424,485.38
	011822	\$ 494,441.12
	Total	\$ 918,926.50

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 Brian Donohue

Supervisor Teresa M. Kenny