

With Poet's Pen

*With poet's pen this quest to write
Of the eternal now be shadow or light
The dark bears not demise
For the Sun in glory does rise
Within the depths of night, stars in brilliant array
In PRESENCE we greet the dawning of a new day
Let us hold resolve in chambers of our heart
From which love ever bears its supernal start
Let us see our differences with a vision newly clear
Hold to life's blessings of breath and BEING dear
We the deciders, the change makers are to claim
TRUTH, HARMONY, GRACE, PEACE in GOD's name.*

Rose Marie Raccioppi

Poet Laureate

Orangetown, New York

FEDERAL-AID LOCAL PROJECT
AGREEMENT TO WORK ON AND OCCUPY PUBLIC LAND

PROJECT IDENTIFICATION NUMBER: PIN 8761.28 Nyack TAP

PROJECT NAME: Nyack TAP Sidewalk Project/S B'way and Cedar Hill Corner upgrade of NW and NE corners of sidewalk to ADA compliant design

LOCATION: Town of Orangetown, NY

Town of Orangetown, undersigned owner(s) of public land(s) that is/are located along Cedar Hill Ave at the intersection of South Broadway in Nyack, hereby grants permission and gives consent to the Village of Nyack, or its contractors or designees, to enter onto the property identified above, as depicted in the schematic attached as Exhibit A, in connection with the above referenced contract for the purpose(s) identified below. This permission is granted with the understanding that such work shall be limited to:

- Access to the lands on Cedar Hill Ave at the intersection of South Broadway in Nyack to upgrade the NW and NE corners of sidewalk to ADA compliant design
- Excavation activities as required to replace sidewalk sections as outlined below.
- Replacement of two concrete sidewalk corners to upgrade to ADA compliant design.
- Installation of roadway signage.
- Striping of crosswalks and other pavement markings within the limits of Cedar Hill Ave
- Site restoration and turf re-establishment.

All work on Town property will generally occur between April 1, 2022 and September 1, 2022. The Village of Nyack will contact Town of Orangetown before entering the property if these dates change. This Agreement is non-revocable, shall be in effect for one (1) year from the date of this agreement and is subject to an extension if the parties involved mutually agree.

To the fullest extent not prohibited by law, the Village of Nyack shall indemnify and hold harmless The Town of Orangetown and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from access to Town property, provided that such claims, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction to tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Village of Nyack, any contractor, subcontractor, anyone directly or indirectly employed or hired by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this agreement. This agreement is for proposed access to Town property by the Village of Nyack.

Upon completion and acceptance of the project, the abutting property owner or party designated as being responsible under the Town Code of the Town of Orangetown will be responsible for any maintenance of the sidewalk surface and other improvements identified above. The Village of Nyack agrees to unconditionally release, defend and hold harmless the Town of Orangetown from any liability or damages which may arise as a result of any negligent acts or omissions, or willful acts, on the part of the Village of Nyack, or its contractors or designees.

Town of Orangetown

Printed Name

Signature

Date

In the presence of:

Witness(s):

Printed Name

Signature

Date

Village of Nyack

Andrew Stewart [Signature] 4/26/22
Printed Name Signature Date

In the presence of:

Witness(s):

AnnMarie Tusty [Signature] 4/26/22
Printed Name Signature Date

EXHIBIT A:

Town Of Orangetown

DATE: April 26, 2022

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	041922	\$ 108,161.60
	042622	\$ 1,903,087.10
	042722	\$ 50,289.29
		\$ 2,061,537.99

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

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 4/21/2022
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 4/26/2022 consists of 3 warrants for a total of \$2,061,537.99.

The first warrant had 25 vouchers for \$108,161 and had the following items of interest.

1. Commissioner of Taxation & Finance (p1) - \$14,332 for 1Q Worker's comp board.
2. NYPA (p2) - \$21,790 for streetlight project.
3. Star Press (p5) - \$6,163 for comp plan printing.

The second warrant had 242 vouchers for \$1,903,087 and had the following items of interest.

4. Barmore Pump & Elec. Co. (p7) - \$5,081 for new water well pump.
5. Beckerle Lumber (p10) - \$5,095 for various supplies.
6. Beyer Ford (p12) - \$34,580 for Building department vehicle.
7. BPAS (p13) - \$5,000 for actuarial services.
8. Cotter, Michael (p16) - \$6,600 for CTR inspections.
9. DeLage Landen (p21) - \$15,908 for golf cart leases.
10. Environmental Construction (p22) - \$5,850 for manhole installation.
11. Global Montello (p28) - \$56,631 for fuel.
12. Jesco (p35) - \$5,412 for Highway machinery expense.
13. Keane & Beane (p38) - \$14,112 for Town Hall project.
14. Lothrop Associates (p40) - \$29,977 for Town Hall project.
15. Morano Brothers (p42) - \$157,273 for N. Middletown Rd. Project.
16. NYS Dept. of Civil Service (p45) - \$836,215 for health care benefits.

17. Reiner Pump Systems (p47) - \$12,348 for sewer repairs.
18. Shi International (p49) - \$14,360 for Police supplies.
19. TOMCO Construction (p74) - \$298,654 for Homes for Heroes project.
20. WW Grainger (p80) - \$5,499 building maintenance supplies.

The third warrant had 2 vouchers for \$50,283 and had the following items of interest.

21. Sealcoat USA (p1) - \$50,283 for Highway repairs.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204