FIRE PROTECTION SERVICES AGREEMENT BETWEEN THE TOWN OF ORANGETOWN AND THE BLAUVELT VOLUNTEER FIRE COMPANY, INC. FOR YEAR 2023

THIS AGREEMENT made as of the _____ day of ______, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, County of Rockland and the State of New York, hereinafter designated as the party of the first part, and the BLAUVELT VOLUNTEER FIRE COMPANY, INC., 548 Western Highway, Blauvelt, New York 10913, hereinafter designated as the party of the second part.

-WITNESSETH-

WHEREAS, there has been duly established in the Town of Orangetown a Fire Protection District known as the "Blauvelt Fire Protection District", embracing territory in the Town in and about the hamlet of Blauvelt as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Orangetown on April 29, 1946, and as described in the extensions of territory duly adopted thereafter; and

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Volunteer Fire Company, Inc. for the furnishing of fire protection in the District;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on the 11th day of OCTOBER, 2022 at 7:00 P.M. to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted **on October 11, 2022** as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, party of the first part, hereinafter "Town", on November ______, 2022, duly authorized a contract with the Blauvelt Volunteer Fire Company, Inc., party of the second part, hereinafter "Fire Company", for fire protection in the Blauvelt Fire Protection District, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Directors of the Blauvelt Volunteer Fire Company, Inc., party of the second part; and the Fire Company has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Directors. **NOW, THEREFORE,** the Town does engage the Fire Company to furnish fire protection to said District, and Fire Company agrees to furnish such protection in the manner following, to wit:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and, when notified by alarm or telephone call from any person within the District, of a fire within the District, the Fire Company shall respond and attend the fire without delay, with suitable fire fighting equipment. Upon arriving at the scene of the fire, the members of the Fire Company attending, shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the furnishing of such fire protection and the use of the apparatus of the party of the second part, the Fire Company shall receive $\underline{512}$. HUNDRED $\underline{1141}$ $\underline{010}$ HUNDRED $\underline{1141}$ HUNDRED $\underline{1141}$ HUNDRED $\underline{1141}$ AND $\underline{00/100}$ (§ <u>651,400</u> .00) DOLLARS, covering all services rendered during the period of the year 2023, and the Town covenants and agrees on behalf of the said Fire Protection District to pay the said sum to the Fire Company as soon as the funds are available from the taxes levied.

3. The Town shall also be responsible for the payment of the necessary cost of casualty insurance as provided in Section 205 of the General Municipal Law and such insurance as may be required for compliance with the Volunteer Firemens' Benefit Law and Chapter 64-A of the Consolidated Laws of New York.

4. The Fire Company agrees to obtain, maintain in force and pay for insurance, including, but not necessarily restricted to the following:

- a. Blanket Accident Policy for fire companies;
- b. General Comprehensive Liability, except automobiles, with limits of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and an Umbrella/Excess Liability policy of at least FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS;
- c. Automobile Liability with a Combined Single Limit of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS;
- d. All of the foregoing policies shall have the necessary endorsement to include coverage while the fire company is participating in any mutual aid plan, or rendering fire service services outside of their fire protection district.

5. Original or duplicate policies of insurance, or evidence of insurance on an ACORD 25 (in the case of liability insurance) form of certificate, each in effect for a period of not less than ONE (1) year and showing the Town of Orangetown as an additional named insured shall be delivered to the Town.

6. In addition, each insurance policy shall include a provision that such policy will not be canceled, altered or in any way limited in coverage or reduced in amount unless the Town is notified in writing at least THIRTY (30) days prior to such cancellation or change.

7. Each insurance policy will be written on such forms as are reasonably acceptable to the Town by insurance companies authorized or licensed to do business in the State of New York and having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than IX, and which companies are otherwise reasonably acceptable to the Town.

8. Should any loss of damage whatever be sustained to the fire apparatus or equipment of the Fire Company in answering or attending or returning from a call to attend a fire or drill within or without said District, irrespective of the cause thereof, the cost of said damage shall not be a charge against the Town.

9. All moneys to be paid under any provision of this Agreement shall be a charge against the said Fire Protection District, to be assessed and levied upon the taxable property of the said District, and collected with the Town taxes.

10. It is expressly understood and agreed that this contract is subject to the provisions of Section 103A and Section 103B of the General Municipal law of the State of New York as amended by Chapter 605 of the Laws of 1959, effective July 1, 1959. Upon the refusal of the contractor when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. Such person, and any firm, partnership or corporation of which is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of (5) five years after such refusal, and to provide also that;
- b. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

- c. Any person, who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.
- d. If any other occupation is required on this work, the contractor shall request the Chief Fiscal Officer for supplemental schedule covering such occupation.

11. It is hereby agreed by and between the parties hereto that the Fire Company shall post and maintain the Notices of the New York State Division of Human Rights (in accordance with 9 NYCRR §466.4) indicating the substantive provisions of the Laws Against Discrimination, where complaints may be filed and other pertinent information. Such Notices shall be posted in easily accessible and well-lighted places customarily frequented by the public.

12. The Fire Department agrees to comply with the provisions of Section 189 of the Town Law with regard to fire inspection of property in contract areas.

13. The books and records of the Fire Company will be kept in such form and manner as may be prescribed by the Department of Audit and Control for municipal corporations or agencies thereof and said books shall be subject to audit by the Department of Audit and Control. The Town Board reserves the right to require an audit of the books and records of the Fire Company at the expense of that company.

14. The Fire Company agrees to and shall indemnify, save and hold harmless, the Town of Orangetown, its officers, agents, employees and/or servants, from any and all claims, demands, suits, actions and judgments for the recovery of money, damages or otherwise, including but not limited to attorneys' fees, costs and expenses, for or on account of any occurrence resulting in bodily injury, death or property damages sustained by any person, firm, corporation or entity as a result of the performance of any of the obligations, responsibilities and/or duties of the Fire Company, its officers, agents, employees and servants, hereunder, and/or as a result of the carelessness, negligence or recklessness of the party of the second part, its officers, agents, employees and servants, and/or imposed upon the party of the first part statutory or by operation of law by reason of this Agreement.

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ATTEST:

Rosanna Sfraga, Town Clerk

(SEAL)

(S E A L)

15. This Agreement shall continue for a period of one (1) year commencing January 1, 2023 and ending December 31, 2023.

BLAUVELT VOLUNTEER FIRE COMPANY, INC.

Ву:_____

Robert Clifford, Chairman Board of Directors

TOWN OF ORANGETOWN

By:_____

Teresa M. Kenny, Supervisor

Thomas Diviny, Councilman

Gerald Bottari, Councilman

Paul Valentine, Councilman

Brian Donohue, Councilman

ACKNOWLEDGMENT

STATE OF NEW YORK)

SS.: COUNTY OF ROCKLAND)

On the _____ day of _____, 20___, before me personally came TERESA M. KENNY, GERALD BOTTARI, THOMAS DIVINY, PAUL VALENTINE and BRIAN DONOHUE, to me known and known to me, who, each being duly sworn, did depose, and say:

That she, Teresa M. Kenny, is the Supervisor of the Town of Orangetown; that she resides at West Nyack, New York;

That he, Gerald Bottari, is a Councilman of the Town of Orangetown; that he resides at Blauvelt, New York;

That he, Thomas Diviny, is a Councilman of the Town of Orangetown, that he resides at Pearl River, New York;

That he, Paul Valentine, is a Councilman of the Town of Orangetown; that he resides at Blauvelt, New York; and

That he, Brian Donohue, is a Councilman of the Town of Orangetown; that he resides at Pearl River, New York.

That they know the seal of said Town; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of the Town of Orangetown, and that they signed the same by virtue of a like order of said Town Board of the Town of Orangetown.

Notary Public

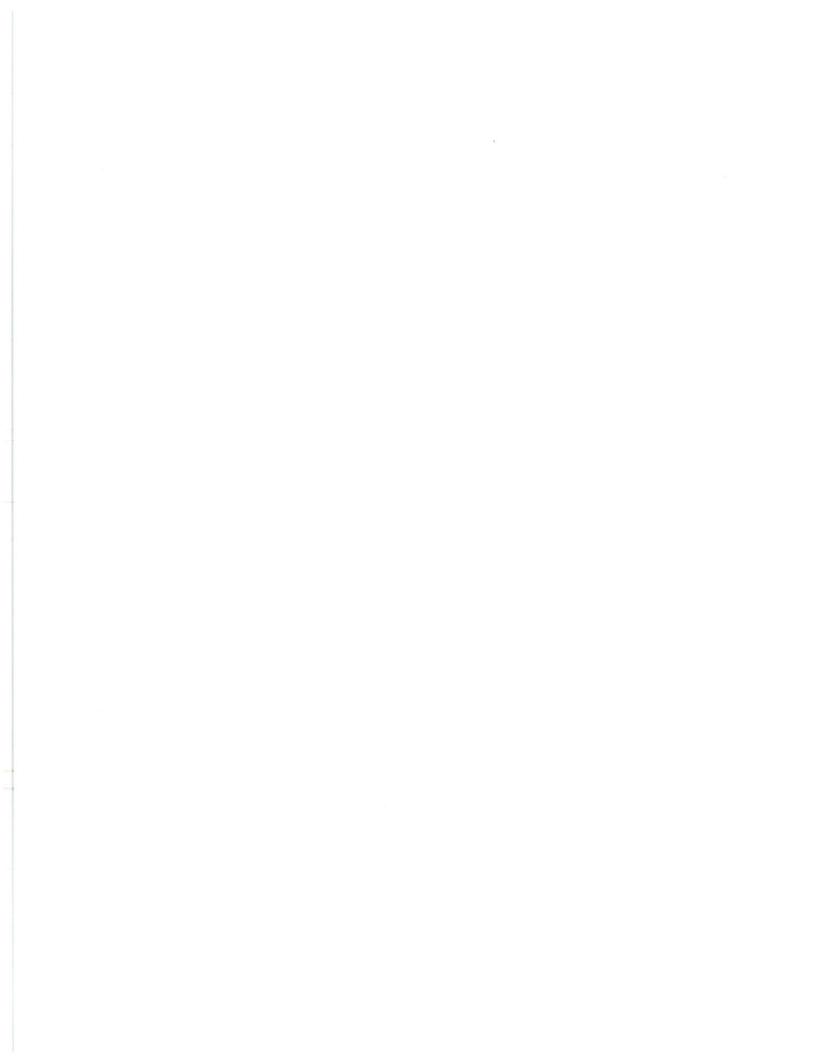
ACKNOWLEDGMENT - Blauvelt Volunteer Fire Company, Inc.

STATE OF NEW YORK)

SS.: COUNTY OF ROCKLAND)

On this ______ day of ______, 20____, before me personally came ROBERT CLIFFORD, to me known, who, being by me duly sworn, did depose and say that he resides at Blauvelt, New York and that he is Chairman of the Board of Directors of the BLAUVELT VOLUNTEER FIRE COMPANY, INC., the corporation described in and which executed the foregoing Agreement; and that he knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that he signed the same as Chairman of said Corporation by virtue of a like order of said Board of Directors.

Notary Public



A G R E E M E N T By and Between the TOWN OF ORANGETOWN and THE BLAUVELT FREE LIBRARY For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this _____ day of ______, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having it principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the BLAUVELT FREE LIBRARY, a Free Association Library with is principal offices at 541 Western Highway, Blauvelt, New York 10913, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Blauvelt in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove; WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 11th, 2022** at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on November ______, 2022, duly authorized a contract with the Blauvelt Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Blauvelt District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Blauvelt Free Library, party of the Second Part, and the Blauvelt Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Blauvelt Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

AGREED:

- The Library shall submit to the Town Supervisor, on or about JULY 31st in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.

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- c. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.
- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
- The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
- 3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
- 4. Not later than <u>MARCH 1st</u> of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department; and a copy shall be furnished to the Town Attorney's office.
- The Library will furnish the Town Board of the Town of Orangetown with a copy of its By-Laws and rules and regulations as the same may be amended from time to time.
- 6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
- 7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of <u>SOVUM</u> HUNDRED FOULT THOUSAND FOULT HUNDRED AND 00/100 (\$ 714,400.00) DOLLARS, to be paid

upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2023, and terminates December 31, 2023.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

Rosanna Sfraga, Town Clerk

Teresa M. Kenny, Supervisor

(SEAL)

BLAUVELT FREE LIBRARY

By:__

By:

Samantha McCullagh, President Board of Trustees

(SEAL)

ACKNOWLEDGMENT

STATE OF NEW YORK) : ss COUNTY OF ROCKLAND)

coefficient of Rockelling)

On the ______day of ______, in the year 20____, before me, the undersigned notary public, personally appeared TERESA M. KENNY personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK) : ss

COUNTY OF ROCKLAND)

On the _____ day of ______, in the year 20_____, before me, the undersigned notary public, personally appeared SAMANTHA McCULLAGH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

A G R E E M E N T By and Between THE TOWN OF ORANGETOWN and THE ORANGEBURG LIBRARY For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this _____ day of ______, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having it principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the ORANGEBURG LIBRARY, a Free Association Library with is principal offices at 20 So. Greenbush Road, Orangeburg, New York 10962, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Orangeburg, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Orangeburg Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 11th**, **2022** at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and

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place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on November ______, 2022, duly authorized a contract with the Orangeburg Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Orangeburg District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Orangeburg Library, party of the Second Part, and the Orangeburg Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Orangeburg Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

<u>AGREED:</u>

- The Library shall submit to the Town Supervisor, on or about JULY 31st in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

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- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
- The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
- 3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
- Not later than <u>MARCH 1st</u> of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
- The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
- 6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat, including costs and reasonable attorney(s) fees.
- 7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of <u>HUNDRED</u> HUNDRED <u>HUNDRED</u> HUNDRED AND 00/100 (\$ <u>571/200</u>.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2023, and terminates December 31, 2023.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

By:___

Teresa M. Kenny, Supervisor

ORANGEBURG LIBRARY

(SEAL)

(SEAL)

Rosanna Sfraga, Town Clerk

By:

Grant Zacharias, President Board of Trustees

ACKNOWLEDGMENT

STATE OF NEW YORK)

: ss COUNTY OF ROCKLAND)

On the _____ day of ______, in the year 20____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF ROCKLAND)

: SS

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared Grant Zacharias, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

A G R E E M E N T By and Between THE TOWN OF ORANGETOWN and THE PALISADES FREE LIBRARY For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this _____ day of ______, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having it principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the PALISADES FREE LIBRARY, a Free Association Library with its principal offices at 19 Closter Road, Palisades, New York 10964, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Palisades in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Palisades Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on October 11, 2022 at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the

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time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on November ______, 2022, duly authorized a contract with the Palisades Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Palisades District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Palisades Free Library, party of the Second Part, and the Palisades Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Palisades Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

AGREED:

- The Library shall submit to the Town Supervisor, on or before JULY 31st in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
- The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
- 3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
- Not later than <u>MARCH 1st</u> of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
- 5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
- 6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,00,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.

7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of 1000 THOUSAND AND 00/100 (SJY HUNDRED

DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the oneyear period commencing January 1, 2023, and terminates December 31, 2023.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

Rosanna Sfraga, Town Clerk

(SEAL)

TOWN OF ORANGETOWN

By:

Teresa M. Kenny, Supervisor

PALISADES FREE LIBRARY

By:

Marjorie Galen, President

(SEAL)

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF ROCKLAND)

On the _____ day of ______, in the year 20____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK) : ss COUNTY OF ROCKLAND)

On the _____ day of ______, in the year 20_____, before me, the undersigned notary public, personally appeared Marjorie Galen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

A G R E E M E N T By and Between THE TOWN OF ORANGETOWN and THE TAPPAN FREE LIBRARY For term January 1, 2023 to December 31, 2023

THIS AGREEMENT, made this _____ day of ______, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the TAPPAN FREE LIBRARY, a Free Association Library with is principal offices at 93 Main Street, Tappan, New York 10983, hereinafter referred to as the "Library".

WITNESSETH:

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Tappan, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Tappan Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 11, 2022 at 7:10 p.m.**, to consider such Contract, the notice thereof

1

Tao/das 10/5/2022 3:15 PM

duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on November _____, 2022, duly authorized a contract with the Tappan Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Tappan District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Tappan Free Library, party of the Second Part, and the Tappan Free Library has provided the Town Clerk with certified copies of Resolution(s) of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Tappan Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

AGREED:

- The Library shall submit to the Town Supervisor, on or before JULY 31st in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

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- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
- The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
- 3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
- Not later than <u>MARCH 1st</u> of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
- 5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
- 6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.

7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SUUM HUNDRED////// THOUSAND HUNDRE AND 00/100

DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the oneyear period commencing January 1, 2023, and terminates December 31, 2023. IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN, NEW YORK

Rosanna Sfraga, Town Clerk

(SEAL)

Teresa M. Kenny, Supervisor

TAPPAN FREE LIBRARY DISTRICT

By:

By:

Victoria Caramante, President, Board of Trustees

(SEAL)

ACKNOWLEDGMENT

STATE OF NEW YORK) : ss COUNTY OF ROCKLAND)

On the _____ day of ______, in the year 20_____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)

: ss COUNTY OF ROCKLAND)

On the _____ day of ______, in the year 20_____, before me, the undersigned notary public, personally appeared Victoria Caramante, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capcity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

OHA Meeting Minutes - June 23, 2022 @ 6:30pm

Attendance : Quinton Vanwynen, Walter Wettje (Treasurer), Sean Walsh, Sharon Ogden (Tenant Rep), Dominick Fillippone, Denis Troy (Town Board Liasion), Mamie Freeman (Site Manager), Anthony Puglia (Super)

Excused Absence – Bob Nelan (Chairman), Nancy McKiernan (Secretary)

Reading of minutes from May 19th meeting were waived by motion of Quinton, 2nd Nancy and unanimously approved.

Status on Capital Projects in progress :

- 1. Front doors are 95% completed. Painting of 8 doors still to be done.
- 2. Buildings A&B boilers have started.
- 3. Parking Lot Paving and Lining All County Paving to start work by 3rd week in July.

Mamie provided invoices for the month of May and Construction budget signed and approved on June 24th.

Blueprint of new warehouse/ storage and Super's living quarters approved and Ocari/lovini awarded bid.

Sharon Ogden ran unopposed as tenant rep. Congratulation to Sharon

Executive Board Elections – Sharon made motion to open nominations 2nd by Walter. Walter made motion to have the current Executive Board to remain in office for another year – 2nd by Quinton unanimously approved

Bob Nelan Chairman, Quinton VanWynen Vice Chairman, Nancy McKiernan Secretary, Walter Wettje Treasurer.

Residents comments -

Laundry Room A issues – Anthony aware and working on it with residents Recycleable area issues – Anthony aware and working on remedying the issue. Gutters need to be cleaned – Anthony in touch with vendor to schedule cleaning. July 4th tenant BBQ – will be held on July 8th starting at 4pm. Sean volunteered kids to clean up after if available.

No further resident comments and Sharon made a motion to close Resident comments 2nd by Dominic unanimously approved

Next meeting Thurs Sept 22 @ 6:30pm

Walter made motion to adjourn meeting 2nd by Quinton unanimously approved

Meeting adjourned at 6:45pm.

Respectfully submitted Nancy McKiernan – OHA Secretary

BID ITEM	Blue Hill Re	estaurant Roc	of Repair		_ SHEET	<u>1 OF 1</u>
BID OPENING T		11:00AM	=	DATE	October 27,	2022
CONTRACTOR NAME & ADDRESS	JAD BOOM	Harlen Strand	A A A A A A A A A A A A A A A A A A A			
DATE RECEIVED	10/24/22	10/26/22				
TIME RECEIVED NON COLLUSION STATEMENT	11:51 Am	4:39pm				
BID BOND or CERTIFIED CHECK		\checkmark				
Blue Hill Golf Course Roo	f Repair Project					
Bid Price:	\$ 24,000,00		\$	\$	\$	
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	TOWN OF ORANGETOWN SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
	EVENT NAME: VETERANS DAY SERVICE OCT 20 2022
	APPLICANT NAME: CARI A. SCHELIN, AMERICAN LE 510 UNPOST # 1271
	ADDRESS: PO BOX 105, JAPPAN, NY, 10983
	PHONE #: X845359-5531 CELL # X8458933225 FAX #
ZH	CHECK ONE: PARADE RACE/RUN/WALK OTHER MEMORIAL SERVICE
rown of orangetown Highway department	The above event will be held on
DEPARTI	Location of event: TAPPAN MEMORIAL TRIANGLE
DEP	Sponsored by: CARL A. CCHELIN POST Telephone #: X845-893-3225
OF	Address: 105 TAPPAN NY 10983
OWN OF HIGHWAY	Estimated # of persons participating in event:50 vehicles
DE	Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
	Signature of Applicant X/lak Roa Date: X 10/17/22
	GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)
	Letter of Request to Town Board requesting aid for event – Received On: 10/18/22
	Certificate of Insurance – Received On:
	FOR HIGHWAY DEPARTMENT USE ONLY:
	Road Closure Permit: Y / O- Received On: X
	Rockland County Highway Dept. Permit: Y /N Received On:
	NYSDOT Permit: Y/N Received On:
	Route/Map/Parking Plan: Y/M7 Received On: X RFS #: 54588 BARBICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: 12 MESSAGE BOUNDS
	RFS #: 39308 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: [2] MUSSAGE BOUMAS
	APPROVED:
	FOR PARKS & RECREATION DEPARTMENT USE ONLY:
	Show Mobile: Y / N Application Required:Fee Paid – Amount/Check #
	Port-o-Sans: Y/19Other:
	APPROVED: DATE: DATE: DATE:
	FOR POLICE DEPARTMENT USE ONLY:
	Police Detail: Y/N: Not Veyvester
	APPROVED: Byl. Mlu DATE: 10/24/22
	** Please return to the Highway Department to be placed on the Town Board Workshop **
	Workshop Agenda Date: 10 24 22 Approved On: TBR #:

RECEIVED

RECEIVEL

OCT 1 8 2022

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

Supervisor Teresa Kenny

Town of Orangetown

26 West Orangeburg Road

Orangeburg, New York 10963

The Carl A. Schelin American Legion Post will hold their Veterans Day Service on Friday, November 11, 2022. We request the use of two mobile solar signs to advertise our Veterans Day Service.

We request one sign be placed in front of the Tappan Firehouse on Western Highway and the second be placed by the Tappan Memorial Triangle in front of the Tappan Reformed Church

Both signs to read;

VETERANS DAY SERVICE

TAPPAN MEMORIAL TRIANGLE

FRIDAY, NOVEMBER 11, 2022

Signs operational from October 31 to November 11, 2022.

The contact person is HANK HENNINGER

Thank You for your assistance.

Committee Chairman

cc. James Dean, Supt. of Highways

INSURANCE RIDER - BOBBY O"

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(RMC)

Portable Toilet Request Form



The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at malbert@orangetown.com no later than 48 hours prior to the event.

Event Information

Event Name *	Tappan Fire Dept 5K					
Event Location Name [*]	Masonic Grounds					
Event Address *	Street Address 89 Western Highway Address Line 2 City	State / Province / Region				
	Tappan Postal / Zip Code 10983	NY Country USA				
Event Start Date *	11/13/2022 07:00:00 AM					
Event End Date*	11/13/2022 12:00:00 PM					
Set-up Info [*]	Please describe the exact location the units should be placed on the event site Requesting Portable Potties - 4 Regular and 1 handicap for day of race, 11/13/22.					
Number of regular units required *	4					
Number of ADA units required *	1					
Total Number of units required *	5					
Applicant Inform	ation					
Applicant First Name [*]	Dan					
Applicant Last Name [*]	Fuller					
Organization Name*	Tappan Fire Department					
Organization Not For	Yes					

Profit?* ONO

Organization	Street Address							
Address*	123 Washington St							
	Address Line 2							
	City	State / Province / Region						
	Tappan	NY						
	Postal / Zip Code	Country						
	10983	US						
Phone (w) *	845-893-6088							
Phone (c) *	845-893-6088							
Email *	ddfuller@optonline.net							
Certificate of	CCF_000031.pdf	642.76KB						
Insurance *	Certificate must list the Town of Orangetown as additional Insured							
Signature *	Daniet Putter							

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A	X HIRED AUTOS ONLY X AUTOS ONLY UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION	1	VFNU-TR-0014556	06/15/2022	06/15/2023	(Per accident) EACH OCCURRENCE AGGREGATE PER OTH-	s s 3,000,000
A	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N		VFNU-TR-0014556	06/15/2022	06/15/2023	(Per accident) EACH OCCURRENCE AGGREGATE PER OTH-	s 3,000,000 s 6,000,000
A	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY WBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) Y/N	1	VFNU-TR-0014556	06/15/2022	06/15/2023	(Per accident) EACH OCCURRENCE AGGREGATE PER STATUTE ER	s s s s s
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PROOF OF INSURANCE FOR USE OF PREMISES FOR 5k RUN TO BE HELD ON NOVEMBER 13, 2022. THE TOWN OF ORANGETOWN AND NOBLE NINTH ARE NAMED AS ADDITIONAL INSUREDS AS PER FORM #VGL101.

CERTIFICATE HOLDER	CANCELLATION					
NOBLE NINTH 89 WESTERN HIGHWAY Tappan, NY 10983	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	AUTHORIZED REPRESENTATIVE					
	Paul Q. Could r. (RMC)					
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Town of Orangetown

DATE: November 15, 2022

WARRANT

Warrant #	Amount		
102722	\$	28,703.24 utilitie	S
110422	\$	64,907.94 utilitie	S
111522	\$	1,670,713.19	
	102722 110422	102722 \$ 110422 \$	102722 \$ 28,703.24 utilitie 110422 \$ 64,907.94 utilitie

\$ 1,764,324.37

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 BOARDFROM:JEFF BENCIK, DIRECTOR OF FINANCESUBJECT:AUDIT MEMODATE:11/10/2022CC:DEPARTMENT HEADS



The audit for the Town Board Meeting of 11/15/2022 consists of 3 warrants for a total of \$1,764,324.37.

The first warrant had 26 vouchers for \$28,703 and was for utilities.

The second warrant had 10 vouchers for \$64,907 and was for utilities.

The third warrant had 237 vouchers for \$1,670,713 and had the following items of interest.

- 1. Applied Business Systems (p6) \$9,107 for tax bill postage.
- 2. Applied Golf (p7) \$128,608 for Blue Hill golf contract.
- 3. Applied Golf (p7) \$51,219 for Broadacres golf contract.
- 4. Beckerle Lumber Supply (p13) \$5,988 for materials.
- 5. Beckmann Appraisals (p14) \$5,000 for tax certiorari defense.
- 6. Environmental Design & Research (p22) \$10,825 for engineering for PS improvement (bonded).
- 7. Fanshawe (p24) \$75,382 for new town hall electrical (bonded).
- 8. Global Montello (p26) \$43,674 for fuel.
- 9. HO Penn Machinery Co. (p29) \$13,579 for repair of mobile generator.
- 10. JP Morgan Equipment Finance (p32) \$53,828 for Energy performance contract.
- 11. Joe Lombardo Plumbing & Heating (p36) \$103,441 for new town hall plumbing (bonded).
- 12. Ken's Tree Care (p38) \$7,812 for tree work townwide.
- 13. Kuehne Chemical Co. (p39) \$7,973 for sewer chemicals.
- 14. Met Life (p42) \$10,312 for Police dental benefits.
- 15. Nelson Pope (p43) \$8,900 for splash pad drainage design.

- 16. RCSWMA (p55) \$7,012 for compactor rental.
- 17. S&L Plumbing & Heating (p58) \$35,150 for new town hall HVAC (bonded).
- 18. Southland Electrical Supply (p62) \$10,789 for Nyack PS repairs.
- 19. Sport-Tech Construction (p62) \$56,620 for pickle ball court renovation (bonded).
- 20. State Comptroller (p64) \$30,408 for Justice Fines.
- 21. Tilcon NY (p68) \$20,868 for Highway materials.
- 22. Vanas Construction (p72) \$495,873 for GC on new town hall project (bonded).
- 23. Verde Electric (p77) \$160,798 for new traffic signals (bonded).
- 24. WSG & Solutions (p79) \$9,936 for bar rack equipment sewer.
- 25. Zarin & Steinmetz (p84) \$8,811 for HNA project (reimbursed).

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204