

**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 Six HUNDRED fifty One THOUSAND four HUNDRED AND 00/100 (\$ 651,400.00) 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/or servants, and/or as a result of any act of omission or co-mission of the Fire Company, 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.

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.

(S E A L)

By: _____
Robert Clifford, Chairman
Board of Directors

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

ATTEST:

Rosanna Sfraga, Town Clerk

(S E A L)

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 its 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 its 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:

A G R E E D :

1. 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 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.
2. 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 MARCH 1st 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.
 5. 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 Seven HUNDRED fourteen THOUSAND Four 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

By: _____
Teresa M. Kenny, Supervisor

(S E A L)

BLAUVELT FREE LIBRARY

By: _____
Samantha McCullagh, President
Board of Trustees

(S E A L)

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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 its 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 its 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

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:

A G R E E D :

1. 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.

- 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.
2. 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 **MARCH 1st** 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 (\$1,000,000.00) 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 five HUNDRED Seventy One THOUSAND Two HUNDRED AND 00/100 (\$ 571,200 .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: _____

Rosanna Sfraga, Town Clerk

Teresa M. Kenny, Supervisor

(S E A L)

ORANGEBURG LIBRARY

(S E A L)

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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 its 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

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:

A G R E E D :

1. 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.
2. 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 **MARCH 1st** 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 (\$1,000,000.00) 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 Three HUNDRED Eighty-Nine THOUSAND Four HUNDRED Three AND 00/100 (\$ 389,403.00) 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

By: _____
Teresa M. Kenny, Supervisor

(S E A L)

PALISADES FREE LIBRARY

By: _____
Marjorie Galen, President

(S E A L)

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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 its 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

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:

1. 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.
2. 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 **MARCH 1st** 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 Seven HUNDRED THIRTY THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 (\$ 730,750.00) 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, NEW YORK

Rosanna Sfraga, Town Clerk

(S E A L)

By: _____
Teresa M. Kenny, Supervisor

TAPPAN FREE LIBRARY DISTRICT

By: _____
Victoria Caramante, President, Board of Trustees

(S E A L)

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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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/Iovini 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

**AGREEMENT TO PURCHASE REAL PROPERTY
(FEE & TEMPORARY EASEMENT ACQUISITIONS)**

Project: The Reconstruction and Maintenance of West Washington Avenue (County Route 30)
PIN: 8759.77 | **Map:** 1 | **Parcel:** 1 (FEE) AND **Map:** 101 | **Parcel:** 101 (Temporary Easement)

This Agreement by and between **Town of Orangetown** (“Seller”) and the **County of Rockland** (“Buyer”), pertains to that portion of real property interests required for public right of way purposes or the Temporary Easement.

A. **PROPERTY DESCRIPTION (FEE).** The Seller agrees to sell, grant, convey a Fee Acquisition to a 39,525.00± Square Foot parcel located along the northern side of West Washington Avenue, in the Town of Orangetown, Rockland County, New York, further described as:

Being a portion of those same lands described by deed dated September 1, 1964 and recorded in the Rockland County Clerk’s Office on October 1, 1964 in Liber 781 page 993;

And by

Deed dated September 25, 1964 and recorded in the Rockland County Clerk’s Office on January 26, 1965 in Liber 787 page 65;

And by

Deed dated January 8, 1981 and recorded in the Rockland County Clerk’s Office on February 10, 1981 in Liber 1054 page 765;

with the address 311 W Washington Avenue (Re. Tax map No. 68.14-1-26), and being the same lands designated as Map 1, Parcel 1, as depicted on the attached hereto Exhibit A.

B. **PROPERTY DESCRIPTION (Temporary Easement).** The Seller agrees to sell, grant, convey a Temporary Easement to a 31,129.00± Square Foot parcel for three (3) years commencing nine (9) months after the date of the Temporary Easement. The Temporary Easement acquisition will be located along the northern side of West Washington Avenue, in the Town of Orangetown, Rockland County, New York, further described as:

Being a portion of those same lands described by deed dated September 1, 1964 and recorded in the Rockland County Clerk’s Office on October 1, 1964 in Liber 781 page 993;

And by

Deed dated September 25, 1964 and recorded in the Rockland County Clerk’s Office on January 26, 1965 in Liber 787 page 65;

And by

Deed dated January 8, 1981 and recorded in the Rockland County Clerk’s Office on February 10, 1981 in Liber 1054 page 765;

with the address 311 W Washington Avenue (Re. Tax map No. 68.14-1-26), and being the same lands designated as Map 101, Parcel 101, as depicted on the attached hereto Exhibit B.

1. IMPROVEMENTS INCLUDED IN THE ACQUISITION. The following improvements, if any, now in or on the property are included in this Agreement: There is 0.907 acres of clearing located in the FEE. There is 0.714 acres of clearing situated within the Temporary Easement.

2. **EXERCISE OF TEMPORARY EASEMENT.** This easement shall be for the benefit of the County of Rockland; its contractors, sub-contractors and employees in the performance of the work to complete the Project.
3. **PURCHASE PRICE.** The purchase price of the FEE is One Hundred Fourteen Thousand Six Hundred Twenty Dollars and Zero Cents (\$114,620.00). This price includes acquiring the above real property in Fee Acquisition as described in section A and the improvements described in section 1, if any. The purchase price of the Temporary Easement is Twenty-Seven Thousand Eighty Dollars and Zero Cents (\$27,080.00). This price includes acquiring the above real property in Temporary Easement as described in section B and the improvements described in section 1, if any. The TOTAL purchase price of the FEE and the TEMPORARY EASEMENT is ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$141,700.00).
4. **PAYMENT.** Purchase Price to be paid in full by check at the closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall occur at the Town of Orangetown Town Attorney's Office, or another mutually acceptable location, on or about **January 20, 2023**.
6. **TITLE DOCUMENTS.** The Buyer shall provide the following documents in connection with the sale:
 - a) Closing Documents. At the time of closing, as stated in section 5 above, the Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in section A and section B above.
 - b) Abstract, Bankruptcy and Tax Searches, and Acquisition Map. The Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. The Buyer will pay for and furnish to the Seller an acquisition map.
 - c) The Buyer will be responsible for the recording of all deeds and releases in the Office of the Rockland County Clerk.
7. **MARKETABILITY OF TITLE.** The Buyer shall pay for curative action, as deemed necessary by the Buyer, to ensure good and valid marketable title in connection with the Fee and Temporary Easement Acquisitions on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer, in an amount not to exceed \$5,000.00. Said cost shall be deducted from the amount stated in section three (3) and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens. In the event any lien or encumbrance, or the total of all liens and encumbrances shall exceed the sum of \$5,000.00, the Buyer may cancel this agreement and shall return any funds paid to the Buyer on account of this Agreement.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** The Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as

deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.

The stipulations aforesaid shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

10. ENTIRE AGREEMENT. This Agreement outlines the complete understanding of the Buyer and Seller about this acquisition. No verbal agreements or promises will be binding. The County of Rockland County Executive must sign this Agreement for it to be binding on the parties.

11. NOTICES. All notices under this Agreement shall be deemed delivered upon receipt. The attorneys may give and notice relating to this Agreement to the parties.

12. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this Fee Acquisition and the Temporary Easement Acquisition as a result of Construction, Grading, Seeding, Tree Planting and work to realign and restore Pascack Brook. in connection with W Washington Avenue Bridge over the Pascack Brook.

13. PERMISSIVE REFERENDUM. The parties agree that the Town's obligations under this agreement are subject to the Town Board authorizing said sale by appropriate Town Board Resolution, which sale shall be subject to permissive referendum in accordance with New York Town Law §64(2) and §90. In the event the Town is prohibited from conveying said property, the Town shall thereafter be under no obligation to transfer said property to the County, and the County shall be entitled to a return of any monies paid to the Town on account of the execution of this Contract. The parties shall thereafter have no further rights or obligations as against the other with respect to this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, on this _____ day of _____, 2022, the parties have entered into this Agreement.

SELLER:
Town of Orangetown

Teresa M. Kenny
Supervisor
Town Board Resolution No. 2022-_____

BUYER:
COUNTY OF ROCKLAND

Edwin J. Day
County Executive

EXHIBIT A

Date: Feb 05, 2021
 Date: Feb 26, 2021
 Date: Feb 26, 2021

Computed By: ASJ
 Drawn By: ASJ
 Checked By: MPM

WEST WASHINGTON AVENUE

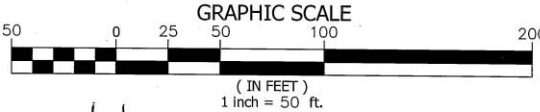
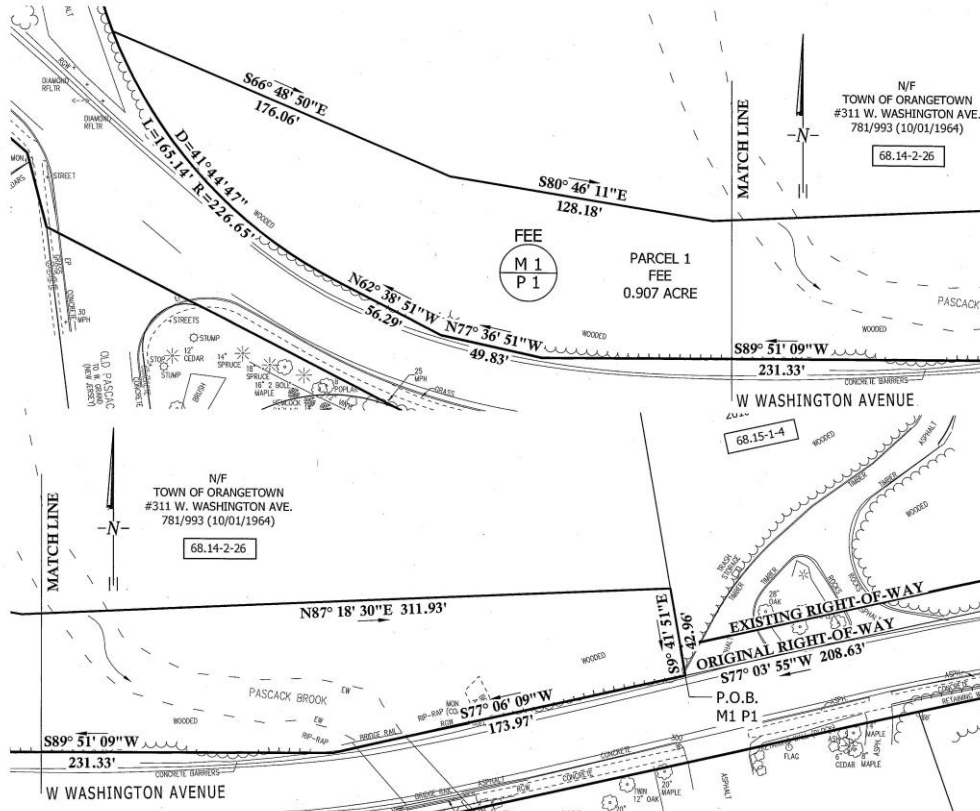
MAP NO. 1 PARCEL NO. 1 ROCKLAND COUNTY FEE

SHEET 1 OF 2

Survey notes and official map
 on file at the office of the
 Rockland County Superintendent of Highways
 at New City, New York

For the Reconstruction and Maintenance of West Washington Avenue
 (County Route 30).

CC L 781, P 993



APPROVED BY:

Date: 3/8/21

Charles H. Vezzetti
 Superintendent of Highways
 Chairman, Drainage Agency
 23 New Hempstead Road
 New City, New York

COUNTY OF ROCKLAND DESCRIPTION & MAP FOR THE ACQUISITION OF PROPERTY AND/OR EASEMENTS FOR ROAD

Town of Orangetown
 Map No. 1
 Parcel No. 1

TOWN OF ORANGETOWN
 Reputed Owner

AREA= 39,525 S.F.± or
 0.907 ACRE more or less

Date: Feb 05, 2021
Date: Feb 26, 2021
Date: Feb 26, 2021

Computed By: ASJ
Drawn By: ASJ
Checked By: MPM

WEST WASHINGTON AVENUE

MAP NO. 1

SHEET 2 OF 2

Survey notes and official map
on file at the office of the
Rockland County Superintendent of Highways
at New City, New York

PARCEL NO. 1
ROCKLAND COUNTY
FEE

For the Reconstruction and Maintenance of West Washington Avenue
(County Route 30).

CC L 781, P 993

PARCEL 1
FEE

Description of property shown as Parcel 1, as shown on Map 1, to be acquired in Fee in connection with and inclusion in the County Road System of the County of Rockland, State of New York, Pursuant to the provisions of Subdivision 4 Section 118 of the Highway Law.

All that certain piece or parcel of property shown as Parcel 1 as shown on Map 1, lying, being and situated in the Town of Orangetown, County of Rockland and State of New York described as follows:

Beginning at a point on the northerly line of the original two and one-half Rod (41.25 foot) Right-of-Way of W Washington Ave (County Route 30). Said point being the following course and distance, along said original northerly Right-of-Way line, from a Rockland County Highway monument, concrete with brass plate, set at a deflection point of 5° 47' 00" left on the original Right-of-Way.
S 77°03'55" W a distance of 208.63 feet.


Thence, from said Point of Beginning along said original northerly Right-of-Way line of W Washington Ave

1. S 77°06'09" W a distance of 173.97 feet; thence, continuing along the northerly Right-of-Way line of W Washington Ave
2. S 89°51'09" W a distance of 231.33 feet; thence, still along the northerly Right-of-Way line of W Washington Ave
3. N 77°36'51" W a distance of 49.83 feet; thence, still along the northerly Right-of-Way line of W Washington Ave
4. N 62°38'51" W a distance of 56.29 feet; thence, still along the northerly Right-of-Way line of W Washington Ave to the beginning of a tangent curve to the right having a
5. radius of 226.65 feet, a central angle of 41°44'47", and an arc length of 165.14 feet to a point on the northerly Right-of-Way line of W Washington Ave and the Northwesterly corner of Parcel I; thence,
6. S 66°48'50" E a distance of 176.06 feet through Tax Lot 68.14-2-26 to an angle point in the proposed northerly line of Parcel 1; thence,
7. S 80° 46' 11" E a distance of 128.18 feet through Tax Lot 68.14-2-26 to an angle point in the proposed northerly line of Parcel 1; thence,
8. N 87°18'30" E a distance of 311.93 feet through Tax Lot 68.14-2-26 to a point on the division line between Tax Lot 68.14-2-26 and Tax Lot 68.15-1-4; thence,
9. S 09°41'51" E a distance of 42.96 feet along the division line between Tax Lot 68.14-2-26 and Tax Lot 68.15-1-4 and along a jog in the northerly Right-of-Way line of W Washington Ave to the Point of Beginning.

Area = 39,525 S.F.± or 0.907 Acre more or less

APPROVED BY:

Date: 3/8/21



Charles H. Vezzetti
Superintendent of Highways
Chairman, Drainage Agency
23 New Hempstead Road
New City, New York

COUNTY OF ROCKLAND
DESCRIPTION & MAP FOR THE ACQUISITION OF PROPERTY
AND/OR EASEMENTS FOR ROAD

Town of Orangetown
Map No. 1
Parcel No. 1

TOWN OF ORANGETOWN
Reputed Owner

AREA= 39,525 S.F.± or
0.907 ACRE more or less

EXHIBIT B

Date: Feb 05, 2021
Date: Feb 26, 2021
Date: Feb 26, 2021

Computed By: ASJ
Drawn By: ASJ
Checked By: MPM

WEST WASHINGTON AVENUE

MAP NO. 101

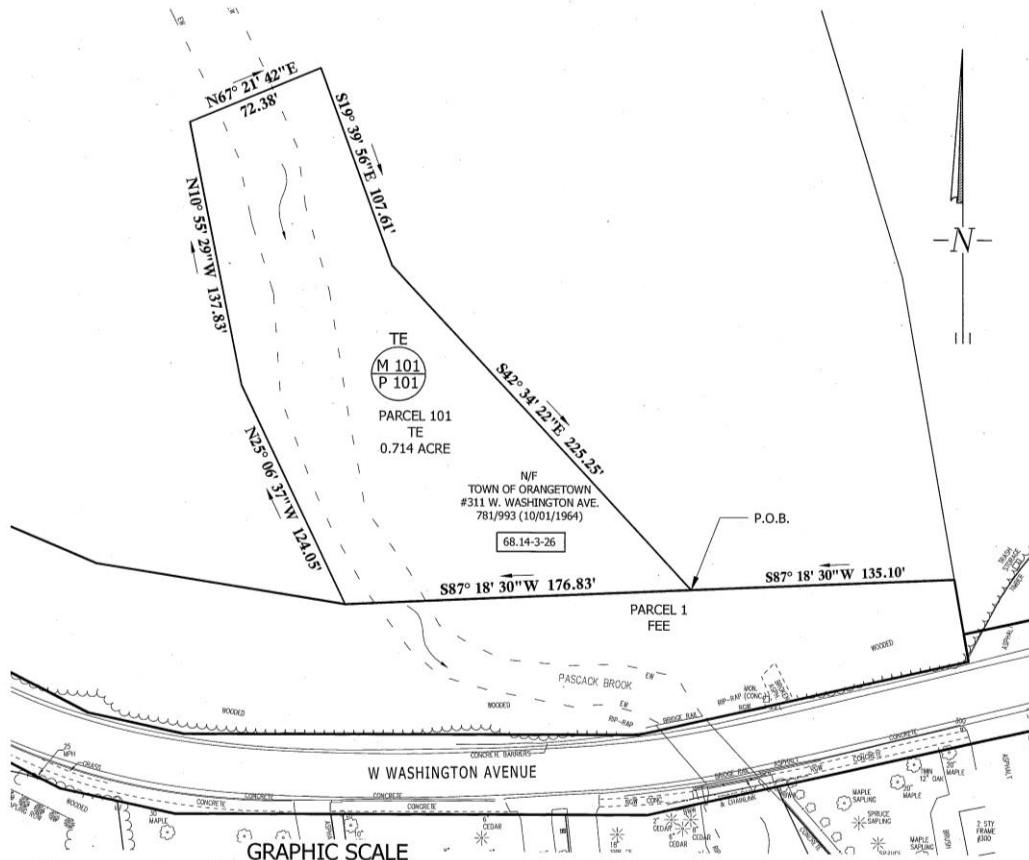
SHEET 1 OF 2

Survey notes and official map
on file at the office of the
Rockland County Superintendent of Highways
at New City, New York

PARCEL NO. 101
ROCKLAND COUNTY
TE

For the Reconstruction and Maintenance of West Washington Avenue
(County Route 30).

CCL 781, P 993



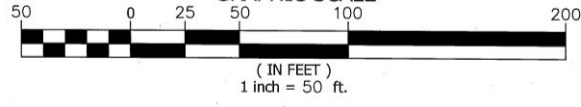
TE
M 101
P 101
PARCEL 101
TE
0.714 ACRE

N/F
TOWN OF ORANGETOWN
#311 W. WASHINGTON AVE.
781/993 (10/01/1964)

68.14-3-26

PARCEL 1
FEE

GRAPHIC SCALE



APPROVED BY:

Date: 5/18/21

Charles H. Vezzetti
Superintendent of Highways
Chairman, Drainage Agency
23 New Hempstead Road
New City, New York

COUNTY OF ROCKLAND
DESCRIPTION & MAP FOR THE ACQUISITION OF PROPERTY
AND/OR EASEMENTS FOR ROAD

Town of Orangetown
Map No. 101
Parcel No. 101

TOWN OF ORANGETOWN
Reputed Owner

AREA= 31,129 S.F.± or
0.714 ACRE more or less

Date: Feb 05, 2021

Computed By: ASJ

Date: Feb 26, 2021

Drawn By: ASJ

Date: Feb 26, 2021

Checked By: MPM

WEST WASHINGTON AVENUE

MAP NO. 101

SHEET 2 OF 2

Survey notes and official map on file at the office of the Rockland County Superintendent of Highways at New City, New York

PARCEL NO. 101
ROCKLAND COUNTY

TE

For the Reconstruction and Maintenance of West Washington Avenue (County Route 30).

CC L 781, P 993

PARCEL 101

TE

Description of property shown as Parcel 101, as shown on Map 101, to be acquired as a Temporary Easement in connection with and inclusion in the County Road System of the County of Rockland, State of New York, Pursuant to the provisions of Subdivision 4 Section 118 of the Highway Law.

All that certain piece or parcel of property shown as Parcel 101 as shown on Map 101, lying, being and situated in the Town of Orangetown, County of Rockland and State of New York described as follows:

Beginning at a point on the Northerly line of Fee Parcel 1. Said point being the Southeast corner of Parcel 101 and being the following course and distance from the Northeast corner of Fee Parcel 1, along the Northerly line of Parcel 1;

S 87° 18' 30" W 135.10 feet to the Point of Beginning.

Thence from said Point of Beginning;

1. S 87° 18' 30" W 176.83 feet; thence,
2. N 25° 06' 37" W 124.05 feet; thence,
3. N 10° 55' 29" W 137.83 feet; thence,
4. N 67° 21' 42" E 72.38 feet; thence,
5. S 19° 39' 56" E 107.61 feet; thence,
6. S 42° 34' 22" E 225.25 feet to the Point of Beginning.

Area = 31,129 S.F. ± or 0.714 Acre more or less

APPROVED BY:

Date: 5/18/21



Charles H. Vezzetti
Superintendent of Highways
Chairman, Drainage Agency
23 New Hempstead Road
New City, New York

COUNTY OF ROCKLAND
DESCRIPTION & MAP FOR THE ACQUISITION OF PROPERTY
AND/OR EASEMENTS FOR ROAD

Town of Orangetown
Map No. 101
Parcel No. 101

TOWN OF ORANGETOWN
Reputed Owner

AREA= 31,129 S.F.± or
0.714 ACRE more or less

November 10, 2022

Town of Orangetown
Town Attorney's Office
26 Orangeburg Road
Orangeburg, New York 10962

Attention: Robert v. Magrino, Esq.

Re: Engagement Letter

Dear Mr. Magrino:

This Letter of Engagement confirms the terms of our engagement, and is furnished in accordance with Part 1215 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the Supreme Court of the State of New York, effective April 10, 2002.

NATURE OF OUR REPRESENTATION

You have engaged Wilson Elser Moskowitz Edelman & Dicker LLP to represent the Town of Orangetown in connection with a potential breach of contract matter.

FEES, EXPENSES AND BILLING PRACTICE

We will submit our invoices on a monthly basis for each month during which services are rendered in accordance with the Scope of Our Representation. Invoices will be forwarded to you for payment. Our rates range from \$250.00 per hour for Partners, \$225.00 per hour for Associates and \$110 per hour for Paralegal services. We will keep you closely advised of the costs and you can then determine how best to proceed economically.

After receiving our invoice, we expect that you will promptly remit payment within 30 days. We reserve the right to withdraw as counsel and terminate our representation if any invoice remains outstanding for more than 30 days or for any other valid cause. Of course, you may terminate this agreement and our representation at any time you desire.

RIGHT TO ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which shall be provided to you upon request.

Please sign below indicating your acknowledgement of and agreement to the terms of this letter and the Scope of Our Representation on your behalf. Should you have any questions regarding our engagement, please do not hesitate to call us.

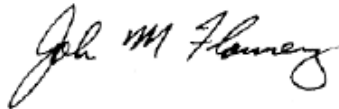
1133 Westchester Avenue | White Plains, NY 10604 | p 914.323.7000 | f 914.323.7001
150 East 42nd Street | New York, NY 10017 | p 212.490.3000 | f 212.490.3038 | wilsonelser.com

Albany, NY | Atlanta, GA | Austin, TX | Baltimore, MD | Beaumont, TX | Birmingham, AL | Boston, MA | Charlotte, NC | Chicago, IL | Dallas, TX | Denver, CO
Detroit, MI | Edwardsville, IL | Florham Park, NJ | Garden City, NY | Hartford, CT | Houston, TX | Jackson, MS | Las Vegas, NV | London, England | Los Angeles, CA
Louisville, KY | McLean, VA | Merrillville, IN | Miami, FL | Milwaukee, WI | Nashville, TN | New Orleans, LA | New York, NY | Orlando, FL | Philadelphia, PA | Phoenix, AZ
Raleigh, NC | San Diego, CA | San Francisco, CA | Sarasota, FL | Seattle, WA | Stamford, CT | St. Louis, MO | Washington, DC | West Palm Beach, FL | White Plains, NY

Thank you for retaining us. It will be our pleasure to represent you in this matter.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP



John M. Flannery

**I HAVE READ THIS ENGAGEMENT LETTER,
I UNDERSTAND IT AND I AGREE TO ITS TERMS:**

Town of Orangetown

By: _____
Robert V. Magrino, Esq.

Statement of Client's Rights (Part 1210)

The Departments of the Appellate Division of the Supreme Court, pursuant to the authority vested in them, have adopted the following Statement of Client's Rights, as amended effective April 15, 2013, and as set forth in Part 1210 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York:

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyer's office.

2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)

3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

5. You are entitled to have your questions and concerns addressed promptly manner and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.

6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representations.

7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)

8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.

9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.

10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 22-SP-057

RECEIVED
OCT 20 2022
#1271
Orangetown Police Department

EVENT NAME: VETERANS DAY SERVICE
APPLICANT NAME: CARL A. SCHELIN, AMERICAN LEGION
ADDRESS: PO Box 105, TAPPAN, NY, 10989
PHONE #: X845 359 5531 CELL # X845 893 3225 FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER MEMORIAL SERVICE

The above event will be held on 11/11/22 from 11AM to 12NOON RAIN DATE: _____

Location of event: TAPPAN MEMORIAL TRIANGLE

Sponsored by: CARL A. SCHELIN POST Telephone #: X845-893-3225

Address: PO. 105 TAPPAN NY 10983

Estimated # of persons participating in event: 50 vehicles —

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Signature of Applicant: [Signature] 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: 10/18/22

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N – Received On: X

Rockland County Highway Dept. Permit: Y / N – Received On: X

NYS DOT Permit: Y / N – Received On: X

Route/Map/Parking Plan: Y / N – Received On: X

RFS #: 54588 BARRICADES: Y/N _____ CONES: Y/N TRASH BARRELS: Y/N OTHER: 12 Message Boards

APPROVED: [Signature] 10-19-22 10-18-22 DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N – Application Required: _____ Fee Paid – Amount/Check # _____

Port-o-Sans: Y / N – Other: _____

APPROVED: [Signature] DATE: 10/20/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: Not requested Items: _____

APPROVED: [Signature] DATE: 10/24/22
Chief of Police

** Please return to the Highway Department to be placed on the Town Board Workshop **

Workshop Agenda Date: 10/24/22 Approved On: _____ TBR #: _____

RECEIVED
OCT 18 2022
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

OCT 18 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'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2022

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

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

PRODUCER Hubbinette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762 RECEIVED OCT 18 2022 TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	CONTACT NAME: Rosanne Capuano PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101 E-MAIL ADDRESS: rosanne@hubbinette-cowell.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA 19445 INSURER C: INSURER D: INSURER E: INSURER F:
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OVERAGES **CERTIFICATE NUMBER:** 00001114-164839 **REVISION NUMBER:** 15

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

TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ROOF OF INSURANCE FOR USE OF MESSAGE BOARD FOR UPCOMING EVENTS. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF ORANGETOWN 26 ORANGEBURG ROAD ORANGEBURG, NY 10962	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 <i>Paul A. Cowell Jr.</i> (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 NY

Postal / Zip Code Country
10983 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 Information

Applicant First Name * Dan

Applicant Last Name * Fuller

Organization Name * Tappan Fire Department

Organization Not For Profit? * Yes
 No

**Organization
Address ***

Street Address

123 Washington St

Address Line 2

City

Tappan

State / Province / Region

NY

Postal / Zip Code

10983

Country

US

Phone (w) *

845-893-6088

Phone (c) *

845-893-6088

Email *

ddf Fuller@optonline.net

**Certificate of
Insurance ***

CCF_000031.pdf

642.76KB

Certificate must list the Town of Orangetown as additional Insured

Signature *



Daniel Fuller



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2022

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

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

PRODUCER Hubbinette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762	CONTACT NAME: Rosanne Capuano PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101 E-MAIL ADDRESS: rosanne@hubbinette-cowell.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA 19445 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tappan Fire District PO Box 525 Tappan, NY 10983	

COVERAGES **CERTIFICATE NUMBER: 00001114-208948** **REVISION NUMBER: 18**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE	Y	VFNU-TR-0014556	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 INSURED AS PER FORM #VGL101.

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

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	102722	\$ 28,703.24 utilities
	110422	\$ 64,907.94 utilities
	111522	\$ 1,670,713.19
		\$ 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 BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 11/10/2022
CC: 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