

AGREEMENT

between

[LIBERTY PARKS AND PLAYGROUNDS INCORPORATED OR LIBERTY PARKS AND PLAYGROUNDS OF NEW YORK LLC]

and

TOWN OF ORANGETOWN

PLAYGROUND EQUIPMENT AND INSTALLATION

THIS AGREEMENT, made and entered into as of the ___ day of _____, 2025, by and between and the TOWN OF ORANGETOWN, a municipal corporation organized and existing under the laws of the State of New York, and having its principal office at 26 W. Orangeburg Road, Orangeburg, New York 10962 (“TOWN”), and [LIBERTY PARKS AND PLAYGROUNDS INCORPORATED OR LIBERTY PARKS AND PLAYGROUNDS OF NEW YORK LLC], a foreign company formed and existing under the laws of the State of _____, and otherwise authorized to do business in the State of New York, having offices located at 22 W. Vassar Avenue, Stratford, New Jersey 08084 (“CONTRACTOR”), both the TOWN and CONTRACTOR together sometimes referred to herein as the “parties.”

WITNESSETH

WHEREAS, the CONTRACTOR has the experience, expertise and knowledge necessary, and is otherwise qualified, to perform the services as hereinafter detailed.

WHEREAS, the TOWN desires to retain the CONTRACTOR and its associates and sub-consultants to provide all labor and materials to install playground equipment in accordance with the specifications provided by CONTRACTOR, and pursuant to an existing contract, that the CONTRACTOR is a party to, with Sourcewell, a political subdivision of the State of Minnesota and a BOCES as defined under New York State law, identified as Sourcewell Contract #010521-LTS, dated 02/15/2021, which contract was extended by a Contract Extension, dated 09/23/2023, both of which referred to herein together as “Sourcewell Contract #010521-LTS,” and which are attached hereto and incorporated by reference herein, and CONTRACTOR desires to perform such services for the TOWN pursuant to and under the same terms and conditions as set forth in the aforesaid contract.

WHEREAS, the TOWN is authorized by TOWN Code §1A-13(F), and NYS General Municipal Law (“GML”) §103(16), to “piggyback” certain purchases, including contracts for services, provided (i) the contract was available for use through the bid solicitation process, and (ii) the specific contract was issued in accordance with the provisions of GML §103.

WHEREAS, the TOWN has determined that Sourcewell Contract #010521-LTS has been made available for use by other governmental entities through the bid solicitation process, and said contract has been issued in accordance with the provisions of GML §103.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties agree as follows.

1. **SERVICES and COMMENCEMENT THEREOF.** CONTRACTOR agrees to furnish all labor and materials so as to install shade structures at the TOWN’s Veterans Memorial Park in Orangeburg, and at the TOWN’s Emilio DiFrancesco Park in Sparkill, and pursuant to CONTRACTOR’s existing Sourcewell Contract #010521-LTS, which documents are incorporated by reference herein, made a part hereof, and marked as “EXHIBIT A”.

CONTRACTOR shall commence the performance of the services required hereunder upon receipt of a copy of this fully executed Agreement from the TOWN, and the satisfaction of all insurance and other requirements.

2. **PAYMENT FOR SERVICES AND EXPENSES.** CONTRACTOR’s compensation for its services under this Agreement shall be as set forth in its Proposal made a part hereof (EXHIBIT A), as certified by the CONTRACTOR at the time such services are rendered. All work performed shall be scheduled and approved, in advance, through the TOWN’s Department of Parks and Recreation. The TOWN shall have no liability for work not expressly authorized in advance; and there shall be no additional compensation paid by the TOWN, for any services rendered by CONTRACTOR, in excess of the monetary amounts set forth herein, unless such additional compensation shall have been authorized and agreed to, in advance, in writing by the TOWN.

3. **TOWN’S RESPONSIBILITIES.** The TOWN shall designate a person to act as the TOWN’s representative with respect to this Agreement. Except with respect to those matters concerning which State or Local Law requires TOWN Board or other approval, the TOWN’s representative shall have complete authority to transmit instructions, receive information, interpret and define the TOWN’s policies and decisions with respect to this Agreement and CONTRACTOR’s services hereunder.

The TOWN, upon entering into this Agreement, shall provide CONTRACTOR such access, and other information in its possession, pertinent to the work to be performed, as may be necessary for CONTRACTOR to perform its services. CONTRACTOR may utilize TOWN provided documents and information as it deems necessary, and advisable, in performing the services required under this Agreement; provided, however, the TOWN makes no representation concerning the accuracy or completeness of such information, reports or other documents. In like manner, CONTRACTOR assumes no responsibility or liability for their accuracy or completeness unless CONTRACTOR, in its professional judgment, chooses to rely upon such information in rendering its services.

Subject to the reasonable needs of any employee, or other person occupying the areas of the TOWN involved in the work, the TOWN shall be responsible to arrange for access to such property as may be required in order for CONTRACTOR to perform its services under this Agreement.

4. **STANDARD OF CARE.** The services provided by CONTRACTOR under this Agreement shall be performed as required in accordance with those standards applicable to persons in the greater New York metropolitan area performing the services of the nature to be performed under this Agreement at the time when, and the place where, such services are rendered.

5. **INSURANCE.** During the course of the performance of its services under this Agreement, CONTRACTOR shall procure and maintain the following insurance coverage:

<u>Liability</u>	<u>Limits of Liability</u>
Workers’ Compensation & Employer’s Liability	Statutory
Comprehensive General Liability Combined – Single limit	\$1,000,000.00

Excess General Liability \$2,000,000.00

Automobile Liability \$1,000,000 per occurrence bodily injury / \$1,000,000 property

CONTRACTOR shall list the TOWN as an additional insured on the CONTRACTOR's Comprehensive General Liability and Excess General Liability policies, and furnish to the TOWN certificates of insurance reflecting the TOWN's status as such.

Certificates, and policies, of insurance acceptable to the TOWN shall contain a provision that coverages afforded under the policies shall not be cancelled, or allowed to expire or lapse, until at least fifteen (15) days' advance written notice has been given to the TOWN. Such policies shall further contain a Waiver of Subrogation provision in favor of the TOWN and its officials, officers, agents, inspectors and employees.

Notwithstanding the aforesaid dollar value of the insurance coverages required hereunder, CONTRACTOR's liability to the TOWN, or to any third party claiming against, by or through the TOWN, for CONTRACTOR's negligence, recklessness, carelessness, wrongful acts or omissions, or CONTRACTOR's professional errors or omissions, shall not be limited to the amounts recoverable from the aforementioned, or otherwise available, insurance coverages.

6. INDEMNIFICATION. CONTRACTOR shall defend and indemnify the TOWN, and hold the TOWN harmless, against any and all claims, demands, lawsuits, litigation, legal proceedings, judgments, arbitration awards, losses, damages, defense costs, attorneys' fees and expenses ("claims and costs"), which the TOWN may sustain, suffer, expend or incur because of injury to, or death of, persons, or damage to property, to the extent such claims and costs arise out of or result from, or are alleged to arise out of or result from, the CONTRACTOR's negligent, reckless, careless, wrongful or tortious acts or omissions in performing, or failing to perform, under the terms of this Agreement, except to the extent that such claims and costs arise out of the negligent, reckless, careless, wrongful or tortious acts or omissions of the TOWN. Nothing in this provision shall be construed as a modification or limitation of the insurance coverages prescribed in the preceding section of this Agreement. Nothing in this provision shall be construed as a limitation on the TOWN's right to recover from CONTRACTOR under any applicable theory in law or equity, including, but not limited to, implied indemnity and equitable apportionment. Additionally, CONTRACTOR shall be responsible and liable for all damages and/or injury to life or property due to, arising out of or resulting from acts or omissions of CONTRACTOR in connection with its services rendered under this Agreement. CONTRACTOR represents, covenants and promises that it possesses the experience, knowledge and skills necessary for the services to be performed in connection with this Agreement.

7. SEVERABILITY. If any of the terms and conditions of this Agreement shall be finally determined to be invalid, illegal or unenforceable, by a court of competent jurisdiction, in whole or in part, then the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. In such event, the parties further agree that they shall make a good faith attempt to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

8. **WAIVER.** The failure of CONTRACTOR or the TOWN, as the case may be, to insist upon, or to enforce, in any instance, strict performance by the other of any of the terms, provision or conditions of this Agreement, or to exercise any rights herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of its right to assert, or rely upon, any such terms, provisions, conditions or rights on any future occasion; nor shall same be construed as any waiver or relinquishment of its rights under any other provision of this Agreement.

9. **GOVERNING LAW AND VENUE FOR RESOLUTION OF DISPUTES.** Any dispute or controversy between the parties arising out of, or in connection with, this Agreement shall be subject to, and conclusively resolved in accordance with, the laws of the State of New York, and without giving effect to the conflict of laws provisions thereof. Venue for the resolution of any such dispute or controversy shall be the Supreme Court of the State of New York, County of Rockland.

10. **PREVAILING WAGES.** The wages and supplements to be paid to laborers, workmen or mechanics performing work under this Agreement shall be not less than the prevailing rate of wages, and supplements, as defined and determined by NYS Labor Law, or the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5), as applicable, a copy of which, as applicable, is attached hereto or to the Bid Documents.

11. **LIABILITY ONLY FOR MONIES BUDGETED.** This Agreement shall be deemed executory to the extent that the monies appropriated in the current budget of the Town for the purposes of this Agreement, and no liability shall be incurred by the Town, or any Department or Office thereof, beyond the monies budgeted and available for the purpose hereof.

12. **LOCAL LAWS AND RESOLUTIONS.** CONTRACTOR shall comply with all Local Laws and TOWN Board Resolutions applicable hereto, including all licensing requirements, if any, of the State, County and Town, and shall produce evidence of such licensing if, and as may be, requested by the TOWN.

13. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clauses required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein; and if, through mistake or oversight, or otherwise, any such provision is not inserted herein, or is not correctly inserted, then, upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. Such provisions include, but are not necessarily limited to, the following:

A. Discrimination Prohibited

- (a) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, in the hiring of employees for the performance of work under this Agreement, or any subcontract, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin.
- (c) There may be deducted from the amount payable to the CONTRACTOR by the

TOWN under this Agreement a penalty of fifty dollars for each person, for each calendar day during which such person was discriminated against, or intimidated, in violation of the provisions of this Agreement.

- (d) This Agreement may be cancelled or terminated by the TOWN, and all moneys due, or to become due, hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

B. Other Interests Prohibited

No official of the TOWN, who is authorized in such capacity and on behalf of the TOWN, to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving, any engineering, inspection, construction or material supply contract, or any subcontract in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement, or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for, the TOWN, who is authorized in such capacity, and on behalf of the TOWN, to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly personally interested in this Agreement, or in any part hereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to this Agreement.

C. Statement of Non-Collusion

By submission of its bid/proposal, CONTRACTOR represents and warrants that each person signing on behalf of CONTRACTOR certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder, prior to opening, directly or indirectly, to any other bidder or to any competitor.
- (c) No attempt has been made, or will be made, by CONTRACTOR to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.

D. Anti-Kickback Clause

CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the U.S. Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor, and subcontractor, shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation to which he is otherwise entitled. The TOWN shall report all suspected or reported violations.

E. Testimony by CONTRACTOR in Criminal Investigation and Proceedings

It is understood and agreed by CONTRACTOR that, upon the refusal of CONTRACTOR, or if CONTRACTOR is a partnership or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to

testify concerning any transaction or contract had with New York 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 any future criminal prosecution or to answer any relevant question concerning such transaction or contract:

- (a) Such person, 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 or to receiving awards from entering into any contract with the State, the County of Rockland, or municipality, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and

- (b) any and all contracts made with the State, the County of Rockland, or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the County of Rockland or municipality, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract, prior to the cancellation and termination, shall be paid.

F. Hours of Work

It is proposed that the work shall progress on the project every work day during the week, and continuously week by week, until the job is complete, except for holidays, and such days as weather or working conditions make work impractical in the opinion of the TOWN’s representative. Weekend work, or work during holidays, or night work after 5:00 PM, and earlier than 7:00 AM, shall not be performed without the prior consent of the TOWN, except in an emergency. Holidays observed by the TOWN include the following:

New Year’s Day	Labor Day
Dr. Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The work day for the TOWN, and its staff, begins at 9:00 AM, and ends at 5:00 PM. If CONTRACTOR wishes to prosecute any portion of the work outside of these hours, it shall first obtain prior permission from the TOWN, notifying the TOWN each time in advance, giving the TOWN ample time within which to schedule an inspector for the work.

The above stated hours of work shall not serve to release CONTRACTOR from gaining NYS Labor Department approval for hours in excess of a 40-hour week and eight-hour day.

14. **NOTICE AND SERVICE THEREOF.** The service of any notice, letter or other communication shall be deemed to have been made by one of the parties, on the other party, to this Agreement, when such letter, notice or other communication has been delivered to the office address of the addressee as noted in the first paragraph of this Agreement, by a duly authorized representative of the addressor in person; or when such notice, letter or other communication has been sent by United States Postal Service (“USPS”) Certified Mail Return Receipt Requested,

deposited in any regularly maintained USPS mail box, contained within a properly addressed postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or, if by USPS mail, then on the earlier of the date actually received as evidenced by the signed Return Receipt, or three business days after mailing.

15. **EXECUTION BY ELECTRONIC SIGNATURE AND IN COUNTERPART.** This Agreement, and any addenda or amendments thereto, may be executed in two, or more, counterparts, which all together shall constitute a single Agreement; and may be executed electronically/digitally, and transmitted to any other party via electronic mail (email) or facsimile (fax), which electronic/digital signature, and email or fax, shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document.

16. **SECTION HEADINGS NOT CONTROLLING.** The section headings in this Agreement have been noted for convenience of reference only, and shall not control, affect the meaning of, or be taken as an interpretation of, any provision of this Agreement.

17. **ADDITIONAL TERMS.** This Agreement expressly incorporates and includes the General Terms made a part of the Request for Proposal (RFP), if any, annexed hereto and made a part hereof (if any).

18. **AUTHORITY.** Each of the persons whose signatures appear on this Agreement represent that he/she has been duly authorized by appropriate action, of the entity which he/she represents, to bind such entity to the terms and obligations set forth herein.

19. **JURISDICTION AND LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The parties agree and consent to the jurisdiction of the Supreme Court of the State of New York, County of Rockland, with respect to any dispute arising under this Agreement.

20. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement, contract and understanding of the parties, and supersedes all prior agreements, contracts and understandings, oral or written, between the parties, with respect to the subject of this Agreement; and this Agreement may not be amended or modified, except by a document, in writing, signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor
Town Board Resolution #2024-445; as Amended by Town Board Resolution #2025-100

[LIBERTY PARKS AND PLAYGROUNDS INCORPORATED OR LIBERTY PARKS AND PLAYGROUNDS OF NEW YORK LLC]

By: _____

STATE OF NEW YORK)

ss:

COUNTY OF ROCKLAND)

On the ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared TERESA M. KENNY, to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that he knows the seal of said corporation and 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 said corporation, and that he signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

Notary Public

STATE OF _____)

ss:

COUNTY OF _____)

On the ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which individual acted, executed the instrument.

Notary Public

CERTIFICATION OF TOWN ATTORNEY

I, ROBERT V. MAGRINO, Town Attorney for the Town of Orangetown, hereby certify that, from a legal standpoint, all conditions precedent to the execution of this contract have been complied with and it is in all respects, a valid and binding obligation upon the parties thereto.

Dated: _____

Robert V. Magrino, Town Attorney

PB #25-11:
39 South William Street Site Plan
Establish the Term and Value of the Performance Bond
Town of Orangetown Planning Board Decision
February 12, 2025
Page 1 of 2

TO: Edward O'Hara
941 McLean Avenue
Yonkers, NY 10704

RE: PB#25-11 - 39 South William Street Site Plan Performance Bond:
The application of Edward Ohara, owner, to Establish the Term and Value of the Performance Bond at a site known as "39 South William Street Site Plan", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown. The site is located at 39 South William Street, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 68.20 Block 1, Lot 30.2 in the CS zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held Wednesday, February 12, 2025 at which time the Board made the following Determination:

Edward O'Hara, applicant, appeared and testified.
The Board received the following communications:

1. Project Review Committee Report dated January 22, 2025.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, RA, Director, February 7, 2025.
3. Interdepartmental memorandum signed by Bruce Peters, P.E., dated January 22, 2025.

A motion was made to open the Public Hearing portion of the meeting by Michael Mandel – Vice Chair and seconded by Lenihan and carried as follows: Thomas Warren – Chairman, aye; Denise Lenihan, aye; Michael McCrory, aye; Lisa DeFeciani, aye; and Mathew Miller, aye.

There being no one to be heard from the Public, a motion was made to close the public portion by Michael Mandel – Vice Chair and seconded by Denise Lenihan and carried as follows: Thomas Warren – Chairman, aye; Andrew Andrews, aye; Michael McCrory, aye; Lisa DeFeciani, aye; and Mathew Miller, aye.

DECISION: In view of the foregoing, the amount of the Performance Bond was established in accordance with the interdepartmental memorandum from Bruce Peters, P.E., Department of Environmental Engineering, Town of Orangetown, Dated January 22, 2025. The term of the Performance Bond shall not exceed town (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before February 12, 2027, and Subject to the Following Condition;

TOWN OF ORANGETOWN
2025 FEB 27 P 2:05
TOWN CLERK'S OFFICE

PB #25-11:
39 South William Street Site Plan
Establish the Term and Value of the Performance Bond
Town of Orangetown Planning Board Decision
February 12, 2025
Page 2 of 2

<u>ITEM</u>	<u>COST</u>
As-Built drawings	\$ 1,800.00
Storm sewers	\$ 11,075.00
Soil Erosion and Sediment Control	\$ 13,075.00
<u>Sub-Total</u>	<u>\$ 26,375.00</u>
Administrative Close-out (20% of Sub Total)	\$ 5,275.00
<u>Total Bond =</u>	<u>\$ 31,650.00</u>

Inspection Fee:
 (3% of Sub Total of Original Bond Amount) \$ 791.25
 To be submitted to DEME prior to the onset of construction.
 All Bonds are to conform to current town regulations.

The foregoing resolution was made and moved by Michael Mandel – Vice Chair and seconded by Andrew Andrews and carried as follows: Thomas Warren – Chairman, aye; Matthew Miller, aye; Denise Lenihan, aye; Michael McCrory, aye and Lisa DeFeciani, aye.

The Director is hereby authorized, directed and empowered to sign this **DECISION** and file a certified copy in the Office of the Town Clerk and the Office of the Planning Board.

Dated: February 12, 2025
 Jane Slavin, RA Director OBZPAE
 Town of Orangetown Planning Board



TOWN OF ORANGETOWN
 2025 FEB 27 P 2:05
 TOWN CLERK'S OFFICE



Department of Environmental Management and Engineering
Town of Orangetown

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

January 22, 2025

Planning Board
Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

Re: Performance Bond (YY-MM-Section:Block:Lot)
39 South William Street Site Plan Tracking # 68.20-1-30.2

Gentlemen:

The Department's bonding requirements for the above captioned project are as follows:

<u>ITEM</u>	<u>COST</u>
As-Built drawings	\$ 1,800.00
Storm sewers	11,075.00
Soil Erosion and Sediment Control	13,500.00
<u>Sub-Total</u>	<u>\$ 26,375.00</u>
Administrative Close-out (20% of Sub Total)	\$ 5,275.00
<u>Total Bond = \$</u>	<u>31,650.00</u>

Inspection Fee:
(3% of Sub Total of original bond amount) \$ 791.25
to be submitted to this Department prior to onset of construction.

Further, all bonds are to conform to current town regulations.

Sincerely,

cc: Bldg. Dept.
Town Attorney
Town Clerk
Site Plan file

RECEIVED

TOWN OF ORANGETOWN
LAND USE BOARDS



**OFFICE OF BUILDING, ZONING, PLANNING
ADMINISTRATION AND ENFORCEMENT**
TOWN OF ORANGETOWN
26 ORANGETOWN ROAD
ORANGETOWN, N.Y. 10962

**Jane Slavin, RA
Director**

(845) 359-8410

Fax: (845) 359-8526

Date: February 7, 2025

To: Planning Board

From: Jane Slavin, RA.,
Director O.B.Z.P.A.E.

Subject: **39 South William Street Site Plan**
Recommendation to the Town Board
to establish the Term and Value of the
Performance Bond;
39 South William Street, Pearl River
68.20-1-30.2; CS zoning district

PB #25-11

- 1) OBZPAE has no additional comments.



Western Surety Company

SITE IMPROVEMENT Performance Bond

Bond # 73735055

KNOW ALL PERSONS BY THESE PRESENTS: That we Mc Namara Construction NY

Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the State of New York as Surety, are held and firmly bound unto TOWN OF ORANGETOWN

as Obligee, in the sum of Thirty One Thousand Six Hundred Fifty and 00/100 Dollars (\$ 31,650.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the Principal will complete site improvements as per estimate prepared by: _____

_____ attached to and made a part hereof at certain land known as 39 Williams Street, Pearl, NY

_____ all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all such work as set forth in the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for any reason whatsoever.

SIGNED, SEALED AND DATED THIS 26th DAY OF June, 2025.

PRINCIPAL:

Mc Namara Construction NY

By: [Signature]

SURETY:

WESTERN SURETY COMPANY

By: [Signature]
Yacov Adler, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73735055

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Yacov Adler

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: MC Namara Construction NY

Obligee: TOWN OF ORANGETOWN

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

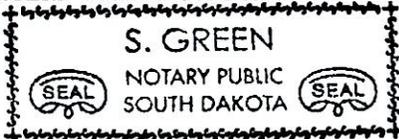
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 73735055 is not issued on or before midnight of June 25th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its Secretary, Yacov Adler, on this 26th day of June, 2025.
WESTERN SURETY COMPANY
Larry Kasten
Larry Kasten, Vice President

On this 26th day of June, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of June, 2025.

WESTERN SURETY COMPANY
Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SITE PLAN PERFORMANCE BOND

AMOUNT: \$31,650.00

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, Edward O'Hara, having an address at 77 Lark St Pearl River Ny 10965, is held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York, 10962, as "Obligee" in the full and just sum of THIRTY ONE THOUSAND SIX HUNDRED and FIFTY and 00/100 DOLLARS (\$31,650.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal binds itself its heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

WHEREAS, Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, the decisions made by Obligee's Planning Board in PB#25-11, and Town specifications and requirements at a certain cite known as, "39 South William Street Site Plan," located in the Hamlet of Pearl River, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 68.20, Block 1, Lot 30.2, of which improvements shall be maintained and completed on or before February 12, 2027, unless so extended beyond such date by consent of Obligee's Planning Board obtained prior to February 12, 2027.

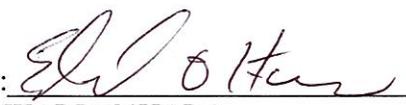
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall carry out all of the terms and conditions of said agreement and perform all the work as set forth herein, or contemplated hereby, all within the time set forth in said agreement and/or herein, then upon, and only upon, the adoption of a Resolution by the Obligee's Town Board releasing Principal from its obligations hereunder, this obligation shall be null and void; otherwise to remain in full force and effect.

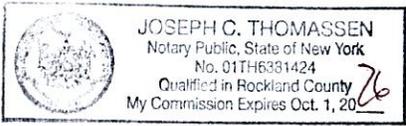
SIGNED, SEALED AND DATED AS OF THIS 10th DAY OF July, 2025.

WITNESS/ATTEST:

PRINCIPAL:


(Name and, if applicable, Title)
(Address)

By: 
EDWARD O'HARA
Applicant



National Opioid Settlement: Purdue Pharma L.P.
Rubris Reference Number: CL-1750683

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. **NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.**

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

RECEIVED
JUL 08 2025
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 25-SP-029

RECEIVED
JUL 17 2025
Orangetown Police Department

EVENT NAME: Pearl River High School Pep Rally + Bonfire

APPLICANT NAME: Artie McCormack - Athletic Director PRHS

ADDRESS: 275 E Central Ave Pearl River NY 10965

PHONE #: 845-620-3925 CELL # 201-788-1262 FAX # _____

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

The above event will be held on 10/17/25 from 7pm to _____ RAIN DATE: _____

Location of event: Central Ave Field

Sponsored by: Pearl River Athletics Telephone #: 845-620-3944

Address: 275 E Central Ave Pearl River NY 10965

Estimated # of persons participating in event: _____ vehicles _____

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

Pearl River School District - Facilities Dept

Signature of Applicant: Artie McCormack Date: 6/23/25

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/8/25

Certificate of Insurance - Received On: 7/14/25

Hold Harmless Agreement - Received On: 7/8/25

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 #: 63726 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: (2) yds sand

APPROVED: [Signature] DATE: 7-9-25
Superintendent of Highways MD 7/9/25

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: 7/15/25
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N Items: _____

APPROVED: [Signature] DATE: 7/17/25
Chief of Police

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

Workshop Agenda Date: 8/5/25 Approved On: _____ TBR #: _____

RECEIVED

JUL 21 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Pearl River School District, with an address of 275 E Central Ave Pearl River, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney's fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: PRHS Pep Rally + Bonfire

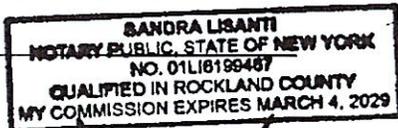
Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name: PEARL RIVER School District)

By: [Signature]

Sworn to before me this 30th day
of June, 2020

Notary Public



[Signature]

Pearl River School District



ATHLETIC DEPARTMENT
275 East Central Avenue
Pearl River, New York 10965
www.pearlriver.org
Phone: 845-620-3925 – Fax: 845-620-3868

Arthur McCormack
Director of Physical Education & Athletics

To: Orangetown Town Board
From: Arthur McCormack
Date: July 8, 2025
Re: Athletic Pep Rally/Bonfire at Pearl River High School

As in the past, the Pearl River School District is requesting assistance from the following departments in the Town of Orangetown to host their annual athletic pep rally and bonfire. The event is being held at Pearl River School District Grounds at Central Avenue Field on Friday, October 17, 2025 at 7:00pm.

The following resources are being requested from the respective departments.

- **Highway Department** – Use of barricades and barrels to be placed around the bonfire and two yards of sand to be utilized for the base of the bonfire.
- **Police Department** – The presence of two Orangetown Auxiliary Police Officers to assist with crowd control and traffic control throughout the course of the evening.

If you have any further questions or concerns, you may call the Pearl River Athletic Department at (845) 620-3925. Thank you for your continued support.

Sincerely,

Arthur McCormack
Director of Physical Education & Athletics

Enc: Special Use Permit & Certificate of Insurance

Cc: Jim Dean, Superintendent of Highways
Donald Butterworth, Chief of Police



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2025

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 NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Pearl River UFSD 135 West Crooked Hill Road Pearl River, NY 10965	INSURER A: New York Schools Insurance Reciprocal	NAIC # 34843
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

RECEIVED

JUL 14 2025

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SSP PR 001	07/01/2025	07/01/2026	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) 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 <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ECL PR 001	07/01/2025	07/01/2026	EACH OCCURRENCE \$15,000,000 AGGREGATE \$30,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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)
Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - District's use of premises/facilities during the policy period.

CERTIFICATE HOLDER Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	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
---	--

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 7/16/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 8/05/2025 consists of 3 warrants for a total of \$790,244.26.

The first warrant had 25 vouchers for \$224,048 and had the following items of interest.

1. CSEA Employee Benefits - \$34,237 for CSEA dental benefits.

The second warrant had 14 vouchers for \$21,173 and includes the following items of interest.

2. Commissioner of Finance - \$13,127 for Worker's Comp board.

The third warrant had 137 vouchers for \$545,022 and includes the following items of interest.

3. Applied Business Solutions - \$10,300 for Postage (Receiver of Taxes).

4. De Lage Landen - \$24,868 for golf cart leases.

5. Global Montello Group Corp - \$18,125 for fuel.

6. Keane & Beane - \$14,383 for outside legal counsel.

7. Kuehne Chemical Co. - \$7,744 for sewer chemicals.

8. O'Sullivan Tree Co. - \$294,076 for tree removal at the golf courses.

9. Slack Chemical Co. - \$5,501 for sewer chemicals.

10. State Comptroller - \$30,684 for Justice fines.

11. Tilcon NY - \$8,992 for Highway materials.

12. Verde Electric - \$5,600 for traffic signal maintenance.

13. WW Grainger - \$5,871 for supplies various departments.

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

Jeffrey W. Bencik, CFA
845-359-5100 x2204

WARRANT

Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	071625	\$ 224,048.27	Utilities & Employee Benefits
	072325	\$ 21,173.61	Utilities, Workers Comp & Employee Benefits
	080525	\$ 545,022.38	Expenses
		\$ 790,244.26	

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 Daniel Sullivan

Councilman Brian Donohue

Supervisor Teresa M. Kenny