

LOCAL LAW NO. \_\_\_\_\_ OF 2021

**AMENDING CHAPTER 9 OF THE TOWN CODE, ARTICLE 1, SECTION 9-5(A) TO AMEND THE FEE PAYABLE FOR IMPOUNDMENT AND SECTION 9-6 TO DELETE THE NAME OF A PRIOR ANIMAL SHELTER VENDOR.**

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

As amended, Additions are underlined, ~~Deletions are stricken~~. The said sections of the Code are amended as follows:

Be it enacted by the Town Board of the Town of Orangetown that Local Law No. 8 of 2010 (Chapter 9, Article I of the Code of the Town of Orangetown entitled "Licensing and Control", Section 9-5 entitled "Seizure of dog; redemption periods; impoundment fees" is hereby amended as follows by deleting the language that is stricken through and replacing it with the language that is underlined; and Section 9-6 entitled "Licensing; fees" is hereby amended as follows by deleting the language that is stricken through:

**§ 9-5 Seizure of dogs; redemption periods; impoundment fees.**

A. The Dog Warden, duly appointed Animal Control Officer, or any peace officer in the employ of, or under contract to, the Town shall seize any unlicensed dog, whether on or off the owner's premises; any dog not wearing an identification tag and, after January 1, 1980, not identified and which is not on the owner's premises; and any dog found in violation of § 9-4A of this local law. The owner of any dog impounded by Orangetown shall be entitled to redeem that dog within five ~~business days, excluding the day the dog is impounded~~, provided that the owner produces proof that the dog is licensed and identified and pays a fee of FORTY (\$40.00) DOLLARS for each twenty-four hour period including a same day reclaim of the canine \$20 for the first impoundment; a fee of \$30 for the second impoundment and a fee of \$5 for each additional twenty-four hour period; a fee of \$40 for a third and each subsequent impoundment and a fee of \$5 for each additional twenty-four hour period. The Dog Warden, Animal Control Officer or peace officer may also investigate and report to a Town Justice of the Town any dangerous dog as described in Article 7 of the Agriculture and Markets Law and see that the order of the Town Justice in such case is carried out.

**§ 9-6 Licensing; fees.**

B. The Town of Orangetown authorizes ~~the Hi Tor Animal Care Center, Inc.,~~ or any entity which it contracts with for shelter services, to provide, accept and grant an application for a dog license made by a resident at the time of an adoption of a dog from the shelter, provided that such application is made in accordance with § 9-6A of this law, and the license fee and any additional fees and surcharges shall be remitted to the Town Clerk of Orangetown on or before the third day of the month following the month in which the license fee and additional fees and surcharges were received.

This Local Law shall become effective immediately upon being filed with the Secretary of State.

**AGREEMENT BY AND BETWEEN  
COMMUNITY AWARENESS NETWORK FOR A  
DRUG-FREE LIFE AND ENVIRONMENT, INC.  
AND  
TOWN OF ORANGETOWN**

Agreement dated \_\_\_\_\_ day of MARCH, 2021 by and between COMMUNITY AWARENESS NETWORK FOR A DRUG-FREE LIFE AND ENVIRONMENT, INC., a not-for-profit corporation with offices at 120 N. Main Street, Suite 301, New City, New York 10956, hereinafter referred to as “CANDLE”, and the TOWN OF ORANGETOWN, a municipal corporation, having its offices at 26 Orangeburg Road, Orangeburg New York 10962, hereinafter referred to as “TOWN”,

WHEREAS, CANDLE seeks to promote the prevention of substance abuse and violence amount youth, and improve the health and climate of our schools and community by providing prevention education and resistance strategies to youth, and support programs for young people at risk, all for the benefit of the youth of Rockland County, including those who reside in the Town of Orangetown; and

WHEREAS, the TOWN recognizes the vital service that CANDLE provides to the residents of the TOWN, which service the TOWN would be required to provide, in some manner, were it not for the programs and other services delivered by CANDLE; and

WHEREAS, the TOWN wishes to continue its relationship with CANDLE, in the best interests of the youth of the TOWN, by providing economic assistance for calendar year 2021, absent which CANDLE will be unable to provide the level of service that it presently provides; and

WHEREAS, CANDLE'S programs are open to all young persons who reside in the Town of Orangetown;

NOW, THEREFORE, in consideration of the aforesaid, it is agreed as follows:

1. The TOWN agrees to pay CANDLE the sum of THIRTY FIVE THOUSAND ONE HUNDRED THIRTY-TWO AND 50/100 (\$35,132.50) DOLLARS as economic assistance toward the services to be provided by CANDLE during calendar year 2021 to the youth of the Town of Orangetown.

2. CANDLE agrees to offer primary prevention services at the CANDLE Centers located at:

- a. Tappan Zee High School, 15 Dutch Hill Road, Orangeburg, New York 10962
- b. Pearl River High School, 275 E. Central Avenue, Pearl River, New York 10965,  
and
- c. The Nyack Center, 58 Depew Avenue, Nyack, New York 10960,

during scheduled hours of operation and at other locations as may be appropriate, throughout calendar year 2021, which programs and services shall be available to all young persons residing in the Town of Orangetown.

3. In consideration of the assistance provided hereunder, in addition to the stated services and programs to be provided, CANDLE further agree shall defend, indemnify and hold the TOWN, its Officers, Elected Officials and/or Employees, harmless from any and all liability, including from any claims, suits, judgments or otherwise, including attorneys' fees, costs and expenses, arising from, relating to, or as a result of the services and operations that CANDLE is providing to and/or on behalf of the TOWN.

4. CANDLE shall procure and maintain throughout the term of this agreement, on a claims made basis, a policy of general liability insurance in an amount no less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS, with excess coverage of at least an additional ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS, naming the TOWN OF ORANGETOWN as an additional insured thereon, and further providing that same shall not be terminated, discontinued or permitted to lapse except upon prior written notice to the Town of not less than THIRTY (30) days. CANDLE shall provide the TOWN with an insurance certificate, in a form acceptable to the Town Attorney, wherein the TOWN is named as an additional insured. CANDLE shall further provide proof of workers' compensation, disability and other insurance coverage as may be required by law.

5. By affixing their signatures hereto, the executing parties represent and acknowledge that each has the authority to do so and to bind the entity for which it signs.

This Agreement was approved by Town Board Resolution # \_\_\_\_\_ of 2021, duly adopted at a regular meeting of the Town Board held on MARCH \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, CANDLE and the TOWN OF ORANGETOWN have executed this Agreement the day, month and year first above written.

COMMUNITY AWARENESS NETWORK  
FOR A DRUG-FREE LIFE AND  
ENVIRONMENT, INC.

By: \_\_\_\_\_  
Annie Scott, Executive Director

Date: \_\_\_\_\_, 2021

TOWN OF ORANGETOWN

By: \_\_\_\_\_  
Teresa M. Kenny, Supervisor

Date: \_\_\_\_\_, 2021

Acknowledgements

STATE OF NEW YORK )  
 )  
 ) ss.  
 )  
COUNTY OF ROCKLAND )

On the \_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned, a notary public in and for the State, 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

STATE OF NEW YORK )  
 )  
 ) ss.  
 )  
COUNTY OF ROCKLAND )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the State, personally appeared ANNIE SCOTT, 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

**BID OPENING TIME** 11:00AM **DATE** February 25, 2021

**CONTRACTOR NAME & ADDRESS**  
*SPORT TECH  
 BREWSTER, NY*

<b>DATE RECEIVED</b>	<i>2/24/21</i>					X
<b>TIME RECEIVED</b>	<i>9:57AM</i>					
<b>NON COLLUSION STATEMENT</b>	✓					
<b>BID BOND or CERTIFIED CHECK</b>	✓					

**Veterans Memorial Park:**

<b>Crack Repair:</b>						
In-Line Rink	\$ <i>8900.00</i>	\$	\$	\$	\$	X
Tennis Court	\$ <i>5300.00</i>	\$	\$	\$	\$	
<b>Resetting Net Posts</b>	<i>PER SINGLE POST</i>					X
Tennis Court	\$ <i>1800.00</i>	\$	\$	\$	\$	

**Independence Park:**

<b>Crack Repair</b>						
Tennis Court	\$ <i>12300.00</i>	\$	\$	\$	\$	X
<b>Pressure Washing</b>						
Tennis Court	\$ <i>4400.00</i>	\$	\$	\$	\$	X
<b>Painting Lines</b>						
Tennis Court	\$ <i>3800.00</i>	\$	\$	\$	\$	X
<b>Resetting Net Posts</b>	<i>PER SET OF POSTS</i>					
Tennis Court	\$ <i>550.00</i>	\$	\$	\$	\$	

**Cherry Brook Park:**

<b>Crack Repair</b>						
Tennis	\$ <i>10000.00</i>	\$	\$	\$	\$	X
<b>Resetting Net Posts</b>	<i>PER SINGLE POST</i>					
Tennis	\$ <i>1800.00</i>	\$	\$	\$	\$	X
<b>Stripping</b>	<i>PER COURT</i>					
Handball Court	\$ <i>550.00</i>	\$	\$	\$	\$	X
<b>Pressure Washing</b>						
Handball Court	\$ <i>2500.00</i>	\$	\$	\$	\$	

						X
						X

**WARRANT**

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<b>Warrant Reference</b>	<b>Warrant #</b>	<b>Amount</b>
Approved for payment in the amount of		
	<b>030921</b>	<b>\$ 506,597.81</b>
	<b>Total</b>	<b>\$ 506,597.81</b>

The above listed claims are approved and ordered paid from the appropriations indicated.

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Denis Troy

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Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 3/4/2021  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 3/9/2021 consists of 1 warrants for a total of \$506,597.81.

The first warrant had 159 vouchers for \$506,597 and had the following items of interest.

1. All Bright Electric (p3) - \$12,780 for semi-annual maintenance.
2. AKRF (p3) - \$5,982 for drainage review escrow.
3. Atlantic Salt (p5) - \$104,987 for Highway salt.
4. Corsi Tire (p14) - \$5,710 for highway tires.
5. Dutra Excavating (p17) - \$31,000 for Sparkill PS (bonded).
6. Environmental Construction (p19) - \$20,582 for emergency repair sewer line.
7. Gabrielli Truck Sales (p23) - \$5,294 for Highway equipment.
8. Green Way Sales, Inc. (p26) - \$5,936 for Highway Equipment.
9. Helmke Industries (p27) - \$41,956 for OHA snow removal.
10. Keane & Beane (p30) - \$8,215 for outside legal counsel.
11. Pearl River School District (p40) - \$34,921 for Pilot payments.
12. Reiner Pump Systems (p42) - \$57,172 for sewer pumps (bonded).
13. Rosele Limited Partners (p43) - \$18,000 for legal settlement (sewer backup).
14. Shi International (p49) - \$23,976 for Software contracts.
15. Sprague Operating Resources (p49) - \$28,025 for fuel.

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

Jeffrey W. Bencik, CFA



845-359-5100 x2204