December 8, 2014
December 12, 2014
December 23, 2014

YEAR END MEETING
December 29, 2014
7:30 p.m.

AGENDA:

1. Authorize the Supervisor to make the necessary budget transfers to close the books for the year 2014.

2. Resolution authorizing Supervisor Shea and the Town Board to sign the contract for the Cold Spring Fire Company for fiscal year 2015.

3. Resolution authorizing Supervisor Shea and the Town Board to sign the contract for the Continental Village Volunteer Fire Department, Inc. for fiscal year 2015.

4. Resolution authorizing Supervisor Shea and the Town Board to sign the contract for the Garrison Volunteer Fire Company, Inc. for fiscal year 2015.

5. Resolution authorizing Supervisor Shea to sign the contract for the Philipstown Volunteer Ambulance Corp for fiscal year 2015.

6. Resolution authorizing Supervisor Shea to sign the contract for the Garrison Volunteer Ambulance and First Aid Squad, Inc. for fiscal year 2015.

7. Resolution authorizing Supervisor Shea to sign the contract for the Putnam County Humane Society for fiscal year 2015.

8. Resolution authorizing Supervisor Shea to sign the contract between the Town and David Klotzle as the town's Wetland's Inspector for 2015.

9. Resolution awarding the bid for Smooth Bore Corrugated Polyethylene Solid Pipe to Expanded Supply Products.

10. Any other business that may come before the Town Board.

11. Adjournment.

RESOLUTION #
The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board of the Town of Philipstown hereby authorizes Supervisor Shea to make the necessary budget transfers to close the books for the year 2014.

2

THIS AGREEMENT made the 29th day of December, 2014, **BETWEEN;**

TOWN BOARD OF THE TOWN OF PHILIPSTOWN, Putnam County, New York hereinafter designated the **"TOWN"**

and

THE VILLAGE OF COLD SPRING, a Municipal Corporation of the State of New York, hereinafter designated as the **"VILLAGE."**

and

THE COLD SPRING FIRE COMPANY NO. 1;

WITNESSETH

WHEREAS, there has been duly established in the Town of Philipstown, a Fire Protection District known as **"TOWN OF PHILIPSTOWN FIRE PROTECTION DISTRICT NO. 1 OF NORTH HIGHLANDS,"** embracing territory in said Town, and such territory is fully described in the Resolution establishing such District; and

WHEREAS, following a Public Hearing held on November 5, 2014, at the Town Hall, 238 Main Street, Cold Spring, New York the **TOWN BOARD** authorized a Contract with the **VILLAGE** for Fire Protection to said District; and

WHEREAS, this Contract has been duly authorized by the Village Board of the **VILLAGE**;

NOW THEREFORE, the **TOWN BOARD** does engage the **VILLAGE** to furnish Fire Protection to said District through the **COLD SPRING FIRE COMPANY NO. 1**, and the **VILLAGE** agrees to furnish such Protection in the manner following, to wit:

1. The **VILLAGE,** through the **COLD SPRING FIRE COMPANY NO. 1**, shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in the District, and when notified by alarm, or telephone call, or in any other manner, of a fire without delay, with all its suitable apparatus. Upon arriving at the scene of the fire, the firemen of the **COLD SPRING FIRE COMPANY NO. 1** attending, shall proceed diligently, and in every way reasonably suggested, with the extinguishing of the fire, and the saving of life and property in connection therewith.

2. In consideration of furnishing such aid and the use of its apparatus as aforesaid, the **TOWN** shall pay to the **COLD SPRING FIRE COMPANY #1**, the sum of Forty Eight Thousand Two Hundred and Thirty Two Dollars ($48,232.00). This payment, divided into two portions as indicated below, shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN BOARD** to pay the **VILLAGE** and /or **COLD SPRING FIRE COMPANY NO. 1**, any loss or damage whatsoever sustained to the fire apparatus or equipment of the VILLAGE and /or **COLD SPRING FIRE COMPANY NO. 1** in answering, attending upon or returning from a call for assistance, it being understood that the VILLAGE and/or **COLD SPRING FIRE COMPANY NO. 1** carry a policy of liability, fire and theft insurance, etc., for same. The payment of such money shall also be in lieu of the payment of any special expenses incurred in the operation of the **FIRE APPARATUS OR EQUIPMENT** of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1** in answering such call. The payment

shall be divided into two portions as follows: The amount of $48,232.00 shall be paid directly to the **COLD SPRING FIRE COMPANY NO. 1**; and the amount of $16,193.00 shall be paid directly to the **VILLAGE**.

3. The **TOWN BOARD** shall be responsible for payments to active members of the **COLD SPRING FIRE COMPANY NO. 1**, a Volunteer Fire Company, in accordance with requirements of Section 30 of the Volunteer Firemen's Benefit Law, and the Town Board shall carry compensation insurance to the extent applicable in compliance with said Section, to the extent said payments and insurance are required for services performed under this Contract.

4. All monies to be paid under this Contract therefore, shall be in full and complete satisfaction of any and all possible claims which may arise upon the part of the **VILLAGE** or **COLD SPRING FIRE COMPANY NO. 1**, with or against the **TOWN BOARD**, in connection with responding, attending upon, answering or returning from any call or service to be provided under the terms of this Agreement.

5. The **VILLAGE** and the **COLD SPRING FIRE COMPANY NO. 1**, reserve the right to respond to calls for attendance upon any fire in areas outside of the District, and in doing so, shall not be deemed to be in violation of this Agreement.

6. All monies to be paid under any provision of this Agreement, as well as all other monies and charges lawfully chargeable thereto, shall be a charge upon the District to be assessed and levied upon taxable property in the District and collected with the Town Taxes.

7. The sum of Sixty Four Thousand Four Hundred Twenty Five dollars ($64,425.00) to be paid hereunder, shall be paid as the Town Supervisor of Philipstown receives tax monies levied against the District, provided, however, that payments shall not be required to be made in multiples of less than $100.00, and any money due shall be paid prior to December 31, 2015.

8. The term of this Agreement shall commence January 1, 2015 and shall continue until midnight December 31, 2015.

9. The **COLD SPRING FIRE COMPANY NO. 1,** signs this Agreement to consent thereto pursuant to General Municipal Law Section 209-d.

10. **Independent Contractor.** It is understood and agreed that the **VILLAGE** and **COLD SPRING FIRE COMPANY NO. 1,** in carrying out the provisions of this Agreement, are acting as independent contractors and are not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **VILLAGE** and **COLD SPRING FIRE COMPANY NO. 1.**

11. **Indemnification**. The **VILLAGE** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1**, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

12. **Insurance**. The **VILLAGE** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage), with limits of no less than $1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than $1,000,000.00

and (c) Volunteer Fireman's Benefit Coverage pursuant to Volunteer Firefighters' Benefit Law, Section 30, with all three of the foregoing insurance coverages to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1**, in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.

IN WITNESS WHEREOF, the **PARTIES**, have duly executed, sealed and delivered this Agreement, the day and year first above written.

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY: _____
Richard Shea, Supervisor

_____
Michael Leonard, Councilman

_____
John Van Tassel, Councilman

_____
David Merandy, Councilman

_____
Nancy Montgomery, Councilwoman

ATTEST:

_____
Tina M. Merando, Town Clerk

This Agreement is hereby consented to:

COLD SPRING FIRE COMPANY NO. 1

BY:_____
President

ATTEST:

_____

VILLAGE OF COLD SPRING

BY:_____

RESOLUTION
The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea and the Town Board to sign the contract for the Cold Spring Fire Company for fiscal year 2015.

Town Clerk <townclerk@philipstown.com>

Fire Company

1 message

Mary Saari <vcsclerk@bestweb.net> Tue, Dec 23, 2014 at 10:05 AM
To: Town Clerk <townclerk@philipstown.com>

Hi Tina,

I've attached the fire company contract as promised.

Merry Christmas!

Mary Saari

Village Clerk/ Treasurer

Village of Cold Spring

85 Main Street

Cold Spring, NY 10516

845-265-3611

SKMBT_22314122222590.pdf
1373K

and (c) Volunteer Fireman's Benefit Coverage pursuant to Volunteer Firefighters' Benefit Law, Section 30, with all three of the foregoing insurance coverages to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1**, in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.

IN WITNESS WHEREOF, the **PARTIES**, have duly executed, sealed and delivered this Agreement, the day and year first above written.

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY: _____
Richard Shea, Supervisor

_____
Michael Leonard, Councilman

_____
John Van Tassel, Councilman

_____
David Merandy, Councilman

_____
Nancy Montgomery, Councilwoman

ATTEST:

_____
Tina M. Merando, Town Clerk

This Agreement is hereby consented to:

COLD SPRING FIRE COMPANY NO. 1

BY:_____
President

ATTEST:

_____

VILLAGE OF COLD SPRING

BY:_____

THIS AGREEMENT made the 29th day of December, 2014, **BETWEEN**:

The **TOWN BOARD OF THE TOWN OF PHILIPSTOWN**, Putnam County, New York, hereinafter designated as the **TOWN BOARD**,

and

CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC., a Fire Corporation duly organized under the Membership Corporation Law of the State of New York, hereinafter designated as the **FIRE COMPANY**.

W I T N E S S E TH

WHEREAS, there has been duly established in the Town of Philipstown, a Fire Protection District (hereinafter referred to as a District) known as the Consolidated Continental Village Fire Protection District of the Town of Philipstown embracing territory in said Town, and such territory is more fully described in the resolution establishing such District as duly adopted by the **TOWN BOARD** on February 4, 1993, under No.42-93; and

WHEREAS, following a Public Hearing on November 5, 2014, duly called, the **TOWN BOARD** duly authorized a contract with the **FIRE COMPANY**, for Fire Protection in such said District upon the terms and conditions herein set forth; and

WHEREAS, this contract has been duly authorized by the Membership and Board of Directors of the Fire Company,

NOW, THEREFORE, the **TOWN BOARD** does engage the **FIRE COMPANY** to furnish Fire Protection to said District and the **FIRE COMPANY** agrees to furnish such protection in the manner following, to wit:

1. **FIRE COMPANY OBLIGATIONS**: The **FIRE COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in such District, and when notified by alarm or telephone call, or in any other manner, of a fire in the District, shall respond and attend upon the fire without delay, with all suitable apparatus of the **FIRE COMPANY**. Upon arriving at the scene of the fire, the **FIRE COMPANY** shall proceed diligently and in every way reasonably suggested with the extinguishing of the fire, and the saving of life and property in connection therewith.

2. **TERM**: The term of this Agreement shall commence January 1, 2015 and shall continue until December 31, 2015.

3. **PAYMENT AND WHAT IT INCLUDES**: In consideration of the furnishing aid and use of its apparatus, as aforesaid, the **TOWN BOARD** shall pay to the **FIRE COMPANY** $184,950.00 for the year 2015.

   The annual payment shall be all inclusive, and shall be in lieu of any obligation of the **TOWN BOARD** to pay to **FIRE COMPANY** any loss or damage whatever sustained to its fire apparatus or equipment in answering, attending upon or returning from a call for assistance in said District; and the payment of such money shall also be in lieu of the payment of special expenses incurred in the operation of the fire apparatus or equipment of the **FIRE COMPANY** in answering such call. All monies to be paid under this contract therefore, shall be in full and complete satisfaction of any and all possible claims which may arise upon or by the **FIRE COMPANY**, with or against the **TOWN BOARD** in connection with responding, attending upon answering or returning from any call or service to be provided in accordance with the terms of this Agreement.

4. **RESERVATION BY THE FIRE COMPANY**: The **FIRE COMPANY** reserves the right to respond to calls for attending upon any fire in areas outside of such fire protection District, and in doing so, shall not be deemed to be in violation of this Agreement.

5. **MONIES FROM TAX LEVY**: All monies to be paid under any provision of this Agreement, as well as other monies and charges lawfully chargeable thereto, shall be a charge upon the said Fire Protection District, to be assessed and levied upon the Taxable Property in said District and collected with the Town Taxes.

6. **TIME AND MANNER OF PAYMENT**: All monies to be paid hereunder, shall be paid as the Town Supervisor of the Town of Philipstown receives the tax monies therefore, levied against the Fire Protection District, and provided further that any money due shall be totally paid upon collection of taxes for the year. Said payments, however, shall be in addition to benefits under the Volunteer Fireman's Benefit Law, payments under the Service Award Program, insurance premiums, legal expenses and other municipal expenses chargeable to the District by the **TOWN BOARD** during the term of this Agreement.

7. **INDEPENDENT CONTRACTOR.** It is understood and agreed that the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** carrying out the provisions of this Agreement is acting as independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**

8. **INDEMNIFICATION.** The **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **TOWN** or **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

9. **INSURANCE.** The **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage), with limits of no less than $1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than $1,000,000.00 with both of the foregoing insurance coverage to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **TOWN** or the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN** in writing.

IN WITNESS WHEREOF, the parties have been duly executed, sealed and delivered this Agreement, the day and year first above written.

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY: _____
Richard Shea, Supervisor

_____
Michael Leonard, Councilman

_____
John Van Tassel, Councilman

_____
David Merandy, Councilman

_____
Nancy Montgomery, Councilwoman

ATTEST:

_____
Tina M. Merando, Town Clerk

CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.

BY_____
President

ATTEST: (SEAL)

_____
Secretary

RESOLUTION
The following Resolution was presented by _____, seconded by _____and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea and the Town Board to sign the contract with the Continental Village Volunteer Fire Department, Inc. for fiscal year 2015.

THIS AGREEMENT made the 29th day of December, 2014, **BETWEEN;**

TOWN BOARD OF THE TOWN OF PHILIPSTOWN, Putnam County, New York hereinafter designated the **"TOWN"**; and
and

GARRISON VOLUNTEER FIRE COMPANY, INC., a fire corporation duly organized under the Not-for-Profit Corporation Law of the State of New York, hereinafter designated as the **"FIRE COMPANY".**

WITNESSETH

WHEREAS, there has been duly established in the Town of Philipstown, a Fire Protection District known as **"Garrison Fire Protection District of the Town of Philipstown,"** embracing territory in said Town, and such territory is fully described in the Resolution establishing such District as adopted by the Town on June 21, 1965; and

WHEREAS, following a Public Hearing held pursuant to Town Law 184 on November 5, 2014, at the Town Hall, 238 Main Street, Cold Spring, New York, the **TOWN** authorized a Contract with the **FIRE COMPANY** for Fire Protection to said District; and

WHEREAS, this Contract has been duly authorized by the Membership and Board of Directors of the Fire Company; and

NOW, THEREFORE, the **TOWN** does engage the **FIRE COMPANY** to furnish Fire Protection to said District, and the **FIRE COMPANY** agrees to furnish such Protection in the manner following, to wit:

1. **Fire Protection by the Fire Company**: The **FIRE COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in the District, and when notified by alarm, or telephone call, or in any other manner, of a fire within the District shall respond and attend upon the fire without delay, with all its suitable apparatus. Upon arriving at the scene of the fire, the members of the **FIRE COMPANY** attending shall proceed diligently, and in every way reasonably suggested, with the extinguishing of the fire, and the saving of life and property in connection therewith.

2. **Term**: The term of this Agreement shall commence January 1, 2015, and shall continue through December 31, 2015.

3. **Cost**. In consideration of furnishing such aid and the use of its apparatus as aforesaid, the **TOWN** shall pay to the **FIRE COMPANY** as follows:

2015----------$510,623.00

This payment shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN** to pay the **FIRE COMPANY**, any loss or damage whatsoever sustained to the Fire Apparatus or equipment of the **FIRE COMPANY** in answering, attending upon or returning from a call for assistance in said District, it being understood that the **FIRE COMPANY** carries its own liability, fire and theft insurance, etc.; for same. The payment of such money shall also be in lieu of the payment of any special expenses incurred in the operation of the **FIRE APPARATUS OR EQUIPMENT** of the **FIRE COMPANY** in answering such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the Fire Company with or against the Town in connection with responding, attending upon, answering or returning from any call or service to be provided by the Fire Company to the Town in accordance with the terms of this Contract.

The Town shall also make payments to the Service Award Program established for the Volunteer Firefighters of the Garrison Volunteer Fire Co., Inc., pursuant to the Special Elections of September 17, 1996 and December 10, 2013

4. The **TOWN** shall be responsible for payments to active members of the **FIRE COMPANY**, a Volunteer Fire Company, in accordance with requirements of Section 30 of the Volunteer Firemen's Benefit Law, and the Town Board shall carry compensation insurance to the extent applicable in compliance with said Section, to the extent said payments and insurance are required for services performed under this Contract.

5. The **FIRE COMPANY** reserves the right to respond to calls for attendance upon any fire in areas outside of the District, and in doing so, shall not be deemed to be in violation of this Contract.

6.All monies to be paid under any provision of this Agreement, as well as all other monies and charges lawfully chargeable thereto, shall be a charge upon the District to be assessed and levied upon taxable property in the District and collected with the Town Taxes.

7. **Payment**. The sum of $510,623.00 for 2015, shall be paid in two installments; the first, in the amount of $255,311.50, shall be paid as the Town Supervisor of Philipstown receives Tax monies levied against the Fire Protection District, but in no event later than March 1, 2015; and the second installments, in the amount of $255,311.50 upon filing with the Town Clerk the independent audited financial statements of the **FIRE COMPANY** as required by General Municipal Law 209-z and IRS Form 990 for calendar year 2014, but in no event earlier than April 30, 2015.

Said payments, however, shall be in addition to benefits under the Volunteer Firemen's Benefit Law, payments under the Service Award Program, insurance premiums, legal expenses and other municipal expenses chargeable to the District by the Town during the term of this contract.

8. **Independent Contractor**. Except as otherwise provided by law, it is understood and agreed that the **GARRISON VOLUNTEER FIRE COMPANY, INC**, in carrying out the provisions of this Agreement is acting as independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **GARRISON VOLUNTEER FIRE COMPANY, INC.**

9. **Indemnification**. The **FIRE COMPANY** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **TOWN** or the **FIRE COMPANY**, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

10. **Insurance**. The **FIRE COMPANY**, shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage), with limits of no less than $1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than $1,000,000.00 with both of the foregoing insurance **COVERAGES** to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **TOWN** or the **FIRE COMPANY**, in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN** in writing.

11. **Finances**. The **TOWN** and the **FIRE COMPANY** agree **FURTHER** as follows:

A. Budget Changes: The parties agree that any change in an expenditure over $5,000.00 that was specifically set forth or itemized in the Fire Company Budget shall require prior e-mail notification and discussion with the Town Board.

B. Quarterly Report: An unaudited quarterly financial report tracking the Budget and Expenses shall be submitted to the Town Board within 30 days of the end of each quarter.

C. Procurement Policy: The Fire Company will continue to use and adhere to its existing Procurement Policy, copy attached.

D. Sale of Equipment: Equipment valued in excess of $1,000 will result in notification to the Town Board as to amount and disposition.

IN WITNESS WHEREOF, the **PARTIES**, have duly executed, sealed and delivered this Agreement, the day and year first above written.

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY: _____ _____

Richard Shea, Supervisor Michael Leonard, Councilman

_____ _____

John Van Tassel, Councilman David Merandy, Councilman

_____

Nancy Montgomery, Councilwoman

(seal)

ATTEST:

_____

Tina M. Merando, Town Clerk

GARRISON VOLUNTEER FIRE COMPANY, INC.

BY:_____

President

ATTEST:

_____

Secretary

RESOLUTION
The following Resolution was presented by _____, seconded by _____and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea and the Town Board to sign the contract for the Garrison Volunteer Fire Company, Inc. for fiscal year 2015.

5

CONTRACT

EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT dated December 29, 2014, by and between the **TOWN OF PHILIPSTOWN,** a Municipal Corporation having its office at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516, herein after referred to as the "**TOWN,**" and **PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC.,** a not-for-profit corporation in the State of New York with an office at Cedar Street, Cold Spring, New York 10516 and hereinafter referred to as the **"AMBULANCE CORPS."**

WITNESSETH

WHEREAS, the **AMBULANCE CORPS**, is organized under the laws of the State of New York as a volunteer ambulance corps and since 1965 has been furnishing emergency ambulance service to various areas and residents of the Town of Philipstown; and

WHEREAS, the **TOWN OF PHILIPSTOWN** deems it in the best interest of the community that it assist in furnishing general ambulance for the purpose of transporting sick or injured persons found within the boundaries of the Town to a hospital, clinic, sanatorium or other place for the treatment of such illness or injury; and

WHEREAS, by General Municipal Law Section 122-b the **TOWN** is empowered to contract with one or more organizations having sufficient trained and experienced personnel, for operation, maintenance and repair of such ambulance vehicles, and to supply, staff and equip such vehicles for such purposes; and

WHEREAS, the **AMBULANCE CORPS** has the trained and experienced personnel and the equipment necessary for this purpose, and is certified or registered pursuant to Public Health Law Article Thirty; and

WHEREAS, the **TOWN** deems it advisable, and in the best interest of the **TOWN** to contract with the **AMBULANCE CORPS**, for the furnishing of general ambulance service to the residents of the Town of Philipstown in the area of the **TOWN** described herein in accordance with the law; and

WHEREAS, the **TOWN** authorized a contract with the **AMBULANCE CORPS** for general ambulance services in said area upon the terms and conditions herein set forth;

WHEREAS, this Contract has been duly authorized by the Membership and Board of Directors of the **AMBULANCE CORPS.**

NOW, THEREFORE, the **TOWN** does engage the **AMBULANCE CORPS** to furnish such services in the manner following, to wit:

1. **General Ambulance Service**. That the **AMBULANCE CORPS** does hereby agree to furnish to the area of the Town of Philipstown lying north of the northerly boundary line of the "Garrison Fire Protection District of the Town of Philipstown" general ambulance services as provided by General Municipal Section 122-b during the term of this Agreement, but shall not be precluded from providing ambulance services to other areas within the **TOWN** or other areas outside the **TOWN**. The **AMBULANCE CORPS** through its appropriate members, shall at all times during the period of this Agreement be subject to call for such ambulance services by anyone for any person or persons residing or found within the aforesaid area, and when such ambulance service is

requested shall respond to and render such general ambulance service without delay and with suitable equipment and personnel.

2. **Compliance with law**. The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.

3. **Payment**. In consideration of the **AMBULANCE CORPS,** procuring, providing, and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to **the AMBULANCE CORPS** the sum of $ 223,930.00 for the year 2015. Such sum to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than $100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31st in said year.

   This payment shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN** to pay to the **AMBULANCE CORPS** any loss or damage whatever sustained to its ambulances or equipment in answering, attending or returning from a call for assistance in said area; and the payment of such monies shall also be in lieu of the payment of any special expenses incurred in the operation of the ambulances or equipment of the **AMBULANCE CORPS** in answering any such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the **AMBULANCE CORPS** with or against the **TOWN** in connection with responding, attending upon, answering or returning from any call or service to be provided by the **AMBULANCE CORPS** to the **TOWN** in accordance with the terms of this contract.

4. **Term.** The term of this Contract shall commence January 1, 2015, and shall continue until December 31, 2015.

5. **Insurance.** The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than $1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than $1,000,000.00, and (c) Volunteer Ambulance Workers Benefit Coverage, with all three of the foregoing insurance coverage's to be for the protection of the public and the Town, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insured, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN,** in writing.

6. **Independent Contractor**. It is understood and agreed that the **AMBULANCE CORPS** in carrying out the provisions of this Agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**

7. **Indemnification.** The **AMBULANCE CORPS** shall indemnify and save harmless the Town and its officers, employees, agents and servants against any and all liability claims, loss costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want or care or fault of any nature whatsoever of the **AMBULANCE CORPS**, its officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

8. **Town Law Applicable**. The parties hereto agree that the Agreement is subject to the provisions of General Municipal Law Section 122-b.

9. The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto, and in accordance with the applicable provisions of law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

TOWN OF PHILIPSTOWN

By:_____
Richard Shea, Supervisor

(Seal)

_____
Tina M. Merando, Town Clerk

PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC:

By: _____
President

ATTEST

By: _____
Secretary

RESOLUTION
The following Resolution was presented by _____, seconded by _____and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the contract for the Philipstown Volunteer Ambulance Corp for fiscal year 2015.

6

CONTRACT

EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT dated December 29, 2014, by and between the **TOWN OF PHILIPSTOWN**, a Municipal Corporation having its office at 238 Main Street P.O. Box 155, Cold Spring, New York 10516, hereinafter referred to as the **"TOWN,"** and the **GARRISON VOLUNTEER AMBULANCE AND FIRST AID SQUAD, INC.**, a not-for-profit corporation in the State of New York with an office at P.O. Box 121, Garrison, New York 10524, and hereinafter referred to as the **"AMBULANCE CORPS."**

WITNESSETH

WHEREAS, the **AMBULANCE CORPS** is organized under the Laws of the State of New York as a volunteer ambulance corps and since 1974 has been furnishing emergency ambulance service to various areas and residents of the Town of Philipstown, and

WHEREAS, the Town of Philipstown deems it in the best interest of the community that it assist in furnishing general ambulance service for the purpose of transporting sick or injured persons found within the boundaries of the Town to a hospital, clinic, sanatorium or other place for the treatment of such illness or injury; and

WHEREAS, by General Municipal Law Section 122-b the **TOWN** is empowered to contract with one or more organizations having sufficient trained and experienced personnel, for operation, maintenance and repair of such ambulance vehicles, and to supply staff and equip such vehicles for such purposes; and

WHEREAS, the **AMBULANCE CORPS** has trained and experienced personnel and the equipment necessary for this purpose, and is certified or registered pursuant to Public Health Law Article Thirty; and

WHEREAS, the **TOWN** deems it advisable and in the best interest of the **TOWN** to contract with the **AMBULANCE CORPS** for the furnishing of general ambulance service to the residents of the Town of Philipstown in the area of the Town described herein in accordance with the law; and

WHEREAS, the **TOWN** authorized a contract with the **AMBULANCE CORPS** for general ambulance services in said area upon the terms and conditions herein set forth; and

WHEREAS, this contract has been duly authorized by the Membership and Board of Directors of the **AMBULANCE CORPS.**

NOW, THEREFORE, the TOWN does engage the **AMBULANCE CORPS** to furnish general ambulance services to said area, and the **AMBULANCE CORPS** agrees to furnish such services in the manner following, to wit:

1. General Ambulance Service. That the **AMBULANCE CORPS** hereby agrees to furnish to the area of the Town of Philipstown lying south of the northerly boundary line of the "Garrison Fire Protection District of the Town of Philipstown", general ambulance services as provided by General Municipal Law Section 122-b during the term of this Agreement, but shall not be precluded from providing ambulance services to other areas within the **TOWN** or other areas outside of the **TOWN**. The **AMBULANCE CORPS** through its appropriate members, shall at all times during the period of the Agreement be subject to call for such ambulance services by anyone for any person or persons residing or found within the aforesaid area, and when such ambulance, and when such ambulance service is requested shall respond to and render such general ambulance service without delay and with suitable equipment and personnel.

2. Compliance with the Law. The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.

3. Payment. In consideration of the **AMBULANCE CORPS** procuring, providing and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to the **AMBULANCE CORPS** the sum of $ 170,000.00 for the fiscal year 2015. Such sums to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than $100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31st in said year.

   This payment shall be all inclusive, and shall be in lieu of any obligation of the **TOWN** to pay to the **AMBULANCE CORPS** any loss or damage whatever sustained to its ambulances or equipment in answering, attending or returning from such monies a call for assistance in said area; and the payment of such monies shall also be in lieu of the payment of any special expenses incurred in the operation of the ambulances or equipment of the **AMBULANCE CORPS** in answering any such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the **AMBULANCE CORPS** with or against the **TOWN** in connection with responding, attending upon, answering or returning from any call or service to be provided by the **AMBULANCE CORPS** to the **TOWN** in accordance with the terms of the contract.

4. Term. The term of this Contract shall commence January 1, 2015, and shall continue until December 31, 2015.

5. Insurance. The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than $1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than $1,000,000.00 and (c) Volunteer Ambulance Benefit Coverage, with all three of the foregoing insurance coverages to be for the protection of the public and the Town, its officers, employees, agents, and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insureds, provide the Town with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.

6. Independent Contractor. It is understood and agreed that the **AMBULANCE CORPS**, in carrying out the provisions of this agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**.

7. Indemnification. The **AMBULANCE CORPS** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever of the **AMBULANCE CORPS**, its officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

8. Town Law Applicable. The parties hereto agree that the Agreement is subject to the provisions of General Municipal Law section 122-b.

9. This Contract replaces and supersedes the contract between the parties dated December 30, 2013, which previous contract is hereby cancelled and terminated effective as of January 1, 2015.

10. The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto, and in accordance with the applicable provisions of the law.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

TOWN OF PHILIPSTOWN

By: _____
Richard Shea, Supervisor

(SEAL)

_____
Tina M. Merando, Town Clerk

ATTEST:

GARRISON VOLUNTEER AMBULANCE FIRST AID SQUAD, INC.

_____
Secretary

By: _____
President

RESOLUTION
The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the contract for the Garrison Volunteer Ambulance and First Aid Squad, Inc. for fiscal year 2015.

7

Putnam Humane Society

Help Us to Help Them

December 5, 2014

Supervisor Richard Shea
Office of the Supervisor
PO Box 155, 238 Main St.
Philipstown, N.Y. 10516

Dear Supervisor Shea,

Enclosed is the contract for dog shelter services between the Town of Philipstown and the Putnam Humane Society for 2015.

We thank you and your board for your continued support, and wish you all the best in 2015.

Sincerely,

Michele Dugan
President PHS Board of Directors

PO Box 297 Carmel, NY 10512 845-225-7777 www.puthumane.org

AGREEMENT BETWEEN THE TOWN OF PHILIPSTOWN AND
THE PUTNAM COUNTY HUMANE SOCIETY FOR THE PROVISION
OF DOG SHELTER SERVICES FOR THE YEAR OF 2015

AGREEMENT made and entered into this first day of January, 2015 by and between the TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, having its principal office and place of business at 238 Main Street, Cold Spring, New York, 10516 (the "TOWN"), and the PUTNAM COUNTY HUMANE SOCIETY, a New York not-for-profit corporation, having as its principal mailing address at P.O. Box 297, Philipstown, New York 10512 (the "Society")

W I T N E S S E T H

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. This agreement is for a term of one (1) year, commencing on January 1st, 2015, and terminating on December 31st, 2015. Said commencement is subject to the provisions of paragraph 4 below.
2. The Society shall provide dog shelter services in accordance with the provisions set forth in Article 7 of the Agriculture and markets law of the State of New York. It is expressly understood that the Town will provide its own Dog Control Officer and be responsible for such services and matters related thereto.
3. In consideration of the foregoing, the Town agrees to pay to the Society the sum of $10,500.
4. The foregoing consideration shall be made as a single payment on or before March 1, 2015. It is understood that the duties, obligations and responsibilities of the Society hereunder shall all immediately terminate in the event that the said single payment shall not have been made by March 31, 2015.
5. The Society shall be open to the public from 10:00 AM until 4:30 PM, seven (7) days a week except legal holidays. The Town's Dog Control Officer shall nevertheless have access to the facility 24 hours per day, seven days per week.
6. Subject to limitations of capacity, the Society will accept privately owned dogs to be surrendered by Town residents provided they are 'adoptable". "Adoptable" means the dogs are not aggressive, do not bite and are not of poor health or old age. With exceptions made to the older dogs we feel we can place.
7. The Society shall not be required to accept privately surrendered dogs that are not in good health, spayed/neutered, vaccinated and tested negative for heartworm disease. Town residents may bring privately owned dogs approved to be surrendered to the Shelter by appointment during the hours that the shelter is open.

8. The Society will not assume any liability, responsibility or costs associated wit the Town providing its own Dog Control Officer services. This includes such services in connection with dogs that require emergency medical attention prior to being brought to the Society. The Town will provide the Society the name of the dog Control Officer and a means by which to contact said Dog Control Officer.
9. This agreement is and shall be exclusively for shelter services and shall not include any veterinary, training or other services associated with or customarily utilized by or for dogs.
10. Except as may be otherwise provide herein, the parties agree to comply with all of the provisions of the law of the state of New York applicable to the Agreement and the subject matter thereof.
11. Neither party may assign or transfer this Agreement or any rights hereunder without the prior express written consent of the other party.
12. In the event of any breach of this Agreement or any default hereunder without the prior express written consent of the other party, at is sole option, the non breaching party shall have the right to terminate this Agreement upon thirty (30) days written notice, sent by certified mail, return receipt requested, to the breaching party. In such event, an amount equal to the unused portion of the single payment provided for in paragraph 3 above shall be refunded to the Town.
13. The Society makes no representation that this Agreement fulfills the obligations of the Town under the Agriculture and Market Law, except that the Society is a duly incorporated humane society authorized to provide shelter services in accordance with Section 115 of the New York Agriculture and Markets Law.
14. All representations made by the Society to the Town are contained in this Agreement and any representations made outside of this Agreement, whether written, verbal or otherwise, are deemed merged into and superseded by this Agreement.
15. This Agreement constitutes the entire agreement between the parties and any amendments thereto or modifications thereof shall be in writing signed by both parties. Subject to the provisions of paragraphs 10 and 12, this Agreement shall ensure to and be binding upon the heirs, successors and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the State of New York. In the event any part of this Agreement be held invalid or unenforceable by any Court, the remaining parts of this Agreement shall nevertheless remain in full force and effect.
16. The Society will turn over to the Town by the 7th day of each month all Town seizure records and related fees.
17. The Society shall comply with the Town of Philipstown's Insurance Requirements as listed in the attached Schedule "A" Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.

18. The Society shall comply with all applicable Federal and State laws, statues, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report with ninety (90) days to the close of their fiscal year.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the day and year first above written.

TOWN OF PHILIPSTOWN
BY:

_____

Richard Shea, Supervisor

PUTNAM COUNTY HUMANE SOCIETY
BY:

Michele Dugan

Michele Dugan- President PHS Board of Directors

RESOLUTION
The following Resolution was presented by _____, seconded by ____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the contract for the Putnam County Humane Society for fiscal year 2015.

8

AGREEMENT

AGREEMENT made this 29th day of December, 2014, between:

The **TOWN OF PHILIPSTOWN**, a municipal Corporation having its office at 238 Main Street, P. O. Box 155, Cold Spring, New York 10516, herein referred to as "**TOWN**"; and

DAVID KLOTZLE, residing at 6 Skytop Drive, Croton, New York, Telephone (914) 736-7132, herein referred to as "**KLOTZLE**";

WHEREAS, the **TOWN** wishes to retain **KLOTZLE** as **WETLANDS INSPECTOR** to the **TOWN** pursuant to Chapter 93 of the Code of the Town of Philipstown, and **KLOTZLE** wishes to serve the Town as **WETLANDS INSPECTOR**;

NOW, THEREFORE, in consideration of the promises and agreements herein contained, the payment of **ONE DOLLAR** ($1.00) by each of the parties to the other, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The **TOWN** does hereby retain **KLOTZLE** to serve as **WETLANDS INSPECTOR** to the **TOWN** pursuant to Chapter 93 of the Code of the Town of Philipstown. **KLOTZLE** shall serve at the pleasure of the **TOWN BOARD** as provided in Section 93-11 of said Code.

2. **KLOTZLE** states that he has the necessary qualifications, training and experience as required in Code Section 93-11 to serve as **WETLANDS INSPECTOR**.

3. The parties agree that **KLOTZLE** is and shall be a part time hourly employee.

4. The parties agree that effective January 1, 2015, **KLOTZLE's** salary shall be and he shall be paid at the gross rate of $60.00 per hour for services rendered as **WETLANDS INSPECTOR. KLOTZLE** will bill the **TOWN** monthly and submit a voucher for services rendered. **KLOTZLE** shall also be reimbursed for vehicle mileage at the same rate as other Town employees (currently $.36¢ per mile)

IN WITNESS WHEREOF, the parties, hereto, have set their hands and seals the date and year first above written.

TOWN OF PHILIPSTOWN

By_____ _____
Richard Shea, Supervisor Date

By_____ _____
David Klotzle Date

RESOLUTION
The following Resolution was presented by ____, seconded by ___ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the agreement between the Town and David Klotzle to serve as Wetlands Inspector for the Town of Philipstown in an amount not exceed that set forth in the 2015 budget.

Town of Philipstown

HIGHWAY DEPARTMENT
50 Fishkill Road
Cold Spring, New York 10516
(845) 265-3530
Fax (845) 265-7886

Roger M. Chirico
Highway Superintendent

MEMORANDUM

TO: Richard Shea, Town Supervisor
Town Board Members
Tina Merando, Town Clerk

FROM: Roger M. Chirico

DATE: December 9, 2014

SUBJECT: **2015 Bids - Letter of Recommendation**

Please find my recommendations for 2015 bids for Smooth Bore Corrugated Polyethylene Solid Pipe for the Town of Philipstown Highway Department:

Bidder: Expanded Supply Products Location: 3330 Rt. 9 Cold Spring, NY 10516
Vice President: Charles Kehr

Proposal & Bid Form

For

SMOOTH BORE CORRUGATED POLYETHYLENE SOLID PIPE DELIVERED

Start date January 1, 2015

Pursuant to your request and in compliance with "Information to Bidder" dated November 12, 2014, relating thereto, the undersigned hereby offers to furnish as required by the applicable provisions of the specifications and all addends issued by the Town for the following prices:

AMOUNT IN WRITING AND FIGURES:

PIPE (PER LINEAR FOOT)	FOB	DELIVERED
12" diameter	5.05	5.05
15" diameter	6.40	6.40
18" diameter	9.70	9.70
24" diameter	15.05	15.05
30" diameter	24.25	24.25
36" diameter	30.90	30.90
48" diameter	52.20	52.20
BANDS (EACH)		
12" diameter	6.40	6.40
15" diameter	8.00	8.00
18" diameter	12.15	12.15
24" diameter	18.80	18.80
30" diameter	48.50	48.50
36" diameter	61.80	61.80
48" diameter	104.40	104.40

Upon acceptance of this proposal, I hereby agree to comply in all respects with the Specifications and to supply the items as indicated.

Charlie Kehr

BIDDER

Charlie Kehr

SIGNATURE

Expanded Supply Products

COMPANY NAME

11/19/14

DATE

Vice President

TITLE

845 265 3771

PHONE

3330 Rt. 9 Cold Spring NY 10516

ADDRESS

845 265 3772

FAX

NON-COLLUSION FORM

The vendor hereby agrees to the provisions of Section 103-A of the General Municipal Law which requires that upon the refusal of a person, 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 subdivison 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 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 any public department, agency or official thereof, for goods, work or services, for a period of five years after such a refusal, and

(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 cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination by any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-B of the General Municipal Law of the State of New York.

In accordance with the requirements of Section 103-D of the General Municipal Law of the State of New York , the bidder certifies that:

"(a) By submission if this bid, the bidder and the person signing on behalf of the bidder certifies, and in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) 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;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have 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; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose restricting competition.

It is further provided that no bid shall be considered for award where a bidder does not comply with Paragraph 1, 2, and 3, (listed previously) unless, in the event he cannot comply, he so states and also furnishes a signed statement setting forth in detail his reasons, after which the head of the purchasing unit of the political subdivision or department, agency or official to which the bid is made is authorized to make a determination that any disclosure of price was not made for the purpose of restructing competition.

The signature of the Bidder to this Proposal shall be deemed a specific subscription to the certificate required pursuant to Section 103-D of the General Municipal Law and the Bidder affirms that the statements therein are true under the penalties of perjury.

DATED 11/19/14 SIGN HERE Expanded Supply Products
INDIVIDUAL OR LEGAL NAME
OF FIRM OR CORPORATION

BY Charlie Kehr V.P.

POST OFFICE ADDRESS OF BIDDER IS:

3330 Rt 9 STREET

Cold Spring CITY NY STATE

10516 ZIP CODE

8452653771 TELEPHONE

RESOLUTION
The following Resolution was presented by ___, seconded by ____ and unanimously carried;

RESOLVED, that the Town Board hereby awards the bid for Smooth Bore Corrugated Polyethylene Solid Pipe to Expanded Supply Products of 3330 Route 9, Cold Spring, New York.