

TOWN BOARD MEETING

JANUARY 10, 1938

Present: Mr. Blauvelt ✓
 Mr. Eberling
 Dr. Gilchrest
 Mr. Jacobsen
 Mr. Baker

The minutes of the previous meeting were adopted as read.

Mr. Eberling moved that the Nyack National Bank & Trust Company and the Nanuet National Bank be named as depositories for the Town funds for the term 1938-1940, and that the Welfare checking account be transferred from the Nyack National Bank & Trust Company to the Nanuet National Bank.

Seconded by Mr. Baker

Carried

Mr. Baker moved that the following escrow agreement be adopted with both the Nyack National Bank & Trust Company and the Nanuet National Bank.

ESCROW AGREEMENT

It is mutually understood and agreed by and between the Nyack National Bank and Trust Company, hereinafter called the grantor, and Roswell P. Blauvelt, Supervisor of the Town of Clarkstown, hereinafter called the grantee, and Bank of New York & Trust Company, 48 Wall Street, New York City, N.Y., hereinafter called the escrow agent, that

IN CONSIDERATION of the deposit by the grantee of the funds of the Town of Clarkstown, with the grantor, that the grantor will well and faithfully account for and pay on legal demand, all monies deposited with it by or in behalf of Roswell P. Blauvelt, Supervisor of the Town of Clarkstown, or his successor in office, and the grantor shall not suspend payment during the term of this agreement, and

FOR THE FAITHFUL PERFORMANCE by the grantor of those things on its part to be performed, the grantor shall deliver

AAH269

2

to the escrow agent simultaneously with the execution of this instrument, the following securities:-

\$6500 Town of Clarkstown, N.Y. Certificate of Indebtedness 5%

\$3250 due July 1, 1938; \$3250 due January 1, 1939

37000 U. S. Treasury Notes 2 7/8% due June 15, 1938

to be held by the escrow agent for the benefit of the grantee,
and

PROVIDED FURTHER, that the escrow agent be and it hereby is empowered, in the event of the grantor's failure to fulfill its obligation, to dispose of or sell all or any part of the aforesaid securities for the purpose of satisfying any claim of the grantee, or at the option of the grantee to set over and convey title to any and all of the aforesaid securities necessary to satisfy the claim of the grantee.

PROVIDED FURTHER, that the escrow agent be and hereby is empowered and directed to allow withdrawal or substitution of any securities deposited hereunder with the consent of said grantee setting forth the particulars of said withdrawal or substitution; and such substituted securities shall be held by said escrow agent under the terms and conditions of this escrow agreement. The grantee agrees that the amount of securities required to secure said deposits may be reduced from time to time, as such balances on deposit are reduced, to an amount sufficient to cover said reduced balances. The grantor, with the consent of Roswell P. Blauvelt, Supervisor, also agrees to increase the amount of securities as deposits of the Town of Clarkstown might increase accordingly.

THE TERM of this escrow agreement shall be from January 1st, 1938 to December 31st, 1939.

SIGNED, sealed and dated at Nyack, New York this 14th day of January, 1938.

SEAL

THE NYACK NATIONAL BANK & TRUST COMPANY

By

GREGORY D. SPURK

As Grantor

President

W. R. GILLIES

As Grantor

Assistant Cashier

SEAL
BANK OF N.Y. &
TRUST CO.

ROSWELL P. BLAUVELT, Supervisor of the Town of
Clarkstown

By CHARLES ELDREDGE
VICE PRES.
As Escrow Agent

ROSWELL P. BLAUVELT
As Grantee

ESCROW AGREEMENT

It is mutually understood and agreed by and between the Nanuet National Bank, hereinafter called the grantor, and Roswell P. Blauvelt, Supervisor of the Town of Clarkstown, hereinafter called the grantee, and Irving Trust Company, One Wall Street, New York City, New York, hereinafter called the escrow agent, that

IN CONSIDERATION of the deposit by the grantee of the funds of the Town of Clarkstown, with the grantor, that the grantor will well and faithfully account for and pay on legal demand, all monies deposited with it by or in behalf of Roswell P. Blauvelt, Supervisor of the Town of Clarkstown, or his successor in office, and the grantor shall not suspend payment during the term of this agreement, and

FOR THE FAITHFUL PERFORMANCE by the grantor of those things on its part to be performed, the grantor shall deliver to the escrow agent simultaneously with the execution of this instrument, the following securities:

\$25,000. U. S. Treas. 2 1/2 - 1949-53

to be held by the escrow agent for the benefit of the grantee, and

PROVIDED FURTHER, that the escrow agent be and it hereby is empowered, in the event of the grantor's failure to fulfill its obligation, to dispose of or sell all or any part of the aforesaid securities for the purpose of satisfying any claim of the grantee, or at the option of the grantee to set over and convey title to any and all of the aforesaid securities necessary to satisfy the claim of the grantee.

PROVIDED FURTHER, that the escrow agent be and hereby is empowered and directed to allow withdrawal or substitution of any securities deposited hereunder with the consent of said grantee setting forth the particulars of said withdrawal or substitution; and such substituted securities shall be held by said escrow agent under the terms and conditions of this escrow agreement. The grantee agrees that the amount of securities required to secure

AAH269

said deposits may be reduced from time to time, as such balances on deposit are reduced, to an amount sufficient to cover said reduced balances. The grantor, with the consent of Roswell P. Blauvelt, Supervisor, also agrees to increase the amount of securities as deposits of the Town of Clarkstown might increase accordingly.

THE TERM of this escrow agreement shall be from January 1st, 1938 to December 31st, 1939.

SIGNED, sealed and dated at Nanuet, New York this 12th day of January, 1938.

THE NANUET NATIONAL BANK

SEAL By GEO. M. EDSALL
As Grantor President

FRED L. WAGNER
As Grantor Assistant Cashier

ROSWELL P. BLAUVELT, Supervisor of the Town of Clarkstown

ROSWELL P. BLAUVELT
As Grantee

IRVING TRUST COMPANY

SEAL W. A. DOYLE
As Escrow Agent Vice-President

Seconded by Mr. Eberling Carried

Mr. Blauvelt read a letter from the Nanuet National Bank thanking the Board for the business given to them for the year 1937.

Mr. Eberling offered the following resolution:

WHEREAS, Walter Liebert, Chief of Police, finds it necessary to have another full time officer on the Police Force and recommends Ernest Wiebicke be employed to work full time instead of part time, BE IT HEREBY

RESOLVED, that Ernest Wiebicke be employed full time and that the salaries of said police Force be as follows:

Dr. Gilchrest nominated Frank Zwahlen for the position of Assessor.

Seconded by Mr. Jacobsen	Vote:	Mr. Eberling - yes
		Dr. Gilchrest yes
		Mr. Jacobsen yes
		Mr. Baker yes
		Mr. Blauvelt yes

Mr. Baker nominated John Behensky for the position of Assessor.

Seconded by Mr. Jacobsen	Vote:	Mr. Eberling - not voting
		Dr. Gilchrest yes
		Mr. Jacobsen yes
		Mr. Baker yes
		Mr. Blauvelt yes

Mr. Baker nominated Victor Smith for the position of Assessor.

Seconded by Mr. Jacobsen	Vote:	Mr. Eberling - not voting
		Dr. Gilchrest yes
		Mr. Jacobsen yes
		Mr. Baker yes
		Mr. Blauvelt yes

Dr. Gilchrest moved that the assessors get bids for the field books and that a Clarkstown printer be given the bid if possible.

Seconded by Mr. Baker	Carried
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Dr. Gilchrest moved that the 1% fee be omitted for the first thirty days on the taxes.

Seconded by Mr. Baker	Carried
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Mr. Blauvelt read a letter from St. Agatha's Home thanking the Board Members for the remembrance to the children at Christmas.

Dr. Gilchrest moved that the formal resignation of Henry Krell from the Clarkstown Police Force, to take effect immediately, be accepted.

Seconded by Mr. Baker	Carried
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Mr. Eberling moved that Mrs. Buchenau notify the A.B.C. Board that Mr. Krell's resignation had been accepted.

Seconded by Dr. Gilchrest Carried

Dr. Gilchrest moved that the Bonds of the Supervisor and of Mrs. Buchenau be accepted.

Seconded by Mr. Baker Carried

Dr. Gilchrest moved that the Supervisor notify the N. Y. State Assemblyman and Senator that the Board would like to have dog licenses reduced to \$1.25 for male and \$2.25 for female.

Seconded by Mr. Baker Carried

Dr. Gilchrest moved that the Board of Supervisors be informed that the Clarkstown Council favors the semi-annual payment of taxes.

Seconded by Mr. Jacobsen Carried

Mr. Jacobsen wished to go on record as saying that he would like the Assessors to be informed that their work is very important and should be done with the utmost care, and that all situations be handled diplomatically. He also wished to go on record as recommending to the Board of Assessors that Frank Zwahlen be appointed chairman.

Bills Nos. 1 to 46 on Warrant No. 1 were audited and ordered paid, the bills being as follows:-

<u>CLAIM NO.</u>	<u>CLAIMANT</u>	<u>NATURE OF CLAIM</u>	<u>FUND OR APPROPRIATION</u>	<u>AMOUNT ALLOWED</u>
1	Thomas Gagan	Services of Attorney	Town Board	\$495.00
2	Williamson Law Book Co.	Expense	" "	7.50
3	Association of Towns of N.Y. State	Association of Towns Exp.	" "	31.00
4	Roswell P. Blauvelt	Expense	Supervisor	6.00
5	Coyle & Coyle	Bond	"	56.00
6	" " "	"	"	330.00
7	Write Incorporated	Expense	Town Clerk	1.25

AAH269

<u>CLAIM NO.</u>	<u>CLAIMANT</u>	<u>NATURE OF CLAIM</u>	<u>FUND OR APPROPRIATION</u>	<u>AMOUNT ALLOWED</u>
8	Coyle & Coyle	Expense	Town Clerk	5.00
9	Nanuet Fire Engine Co.	Rent of court-room	Justice	20.00
10	Chas. E. Houghtaling	Expense	"	13.28
11	Coyle & Coyle	"	"	5.00
12	August Fischer, Jr.	"	"	5.00
13.	Edward Garrabrant	"	Assessors	5.00
14	New York Telephone Co.	"	Receiver of Taxes	5.90
15	Geo. M. Edsall	Bond	" " "	300.00
16	August Fischer, Jr.	"	" " "	87.50
17	Geo. M. Edsall	"	" " "	10.00
18	Mrs. Rose M. Leo	Rent of Receiver's Office	Town Offices	40.00
19	John C. Fajen	Rent of Town Clerk's office	" "	40.00
20	New York Telephone Co.	Expense	" "	13.20
21	Henry Zimmerman, Jr.	Services	Police	5.00
22	Ernest Wiebicke	"	"	50.00
23	West Nyack Garage, Inc.	Transportation (Auto Exp.)	"	23.90
24	New York Telephone Co.	Expense	"	14.25
25	Geo. M. Edsall	"	"	10.00
26	Rockland Lt. & Power Co.	"	"	5.02
27	Williamson Law Book Co.	"	"	2.00
28	M. Deligny	"	"	7.50
29	New York Telephone Co."	"	"	14.45
30	Laura Hard Meyer	Custody & Disposition of Dogs	Animals Killed or Injured	75.00
31	Lederle Laboratories, Inc.	Medical Supplies	Board of Health	3.00
32	G. Gunther	Burying animals	" " "	2.00
33	Elsie C. Stedge	Nurse - Salary	" " "	55.88
34	George M. Kleckner	Expense	Welfare Officer	36.35
35	" " "	"	" "	1.50
36	Phillip J. Klein	"	" "	.80
37	Lettie Johnson	"	" "	12.00
38	Williamson Law Book Co.	"	" "	7.50
39	Coyle & Coyle	Rent of Office	" "	25.00

<u>CLAIM NO.</u>	<u>CLAIMANT</u>	<u>NATURE OF CLAIM</u>	<u>FUND OR APPROPRIATION</u>	<u>AMOUNT ALLOWED</u>
40	Coyle & Coyle	Rent of Commissary	Welfare Officer	15.00
41	Doughty's Drug Store, Inc.	Home Rel. (Not reim.)	Outdoor Relief	26.00
42	Marcelle P. Doig	Special Investigators -Mileage	" "	10.00
43	Roy Hujus	Comp. to Relief Officer	Veterans Relief	50.00
44	New York Telephone Co.	Expense	" "	8.20
45	Lt. Raymond B. Jauss Post. #2607	Rent of Vet. of Foreign Wars Post Room	Miscellaneous	180.00
46	Allan B. Sniffen	Care	Cemeteries	58.00
Total				\$ 2,178.64

It was regularly moved and seconded that the meeting adjourn.
Meeting adjourned.

Kate Puchanan,
Town Clerk of Clarkstown

AAH269