

**HVERSTRAW TOWN BOARD  
DECEMBER 13, 2022**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS**

**3. ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF NOVEMBER 22, 2022.**

**4. PAYMENT OF BILLS**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.**

**5. ACCEPTANCE OF REPORTS**

**POLICE ACTIVITY FOR NOVEMBER 2022.**

**6. PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 3 – 2022 TO AMEND CHAPTER 158 ARTICLE III OF THE TOWN CODE OF THE TOWN OF HVERSTRAW, ENTITLED “VEHICLES AND TRAFFIC”, SECTION 158-19, “PARKING, STANDING AND STOPPING.”**

**PURPOSE OF PUBLIC HEARING**

**THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 3 – 2022 TO AMEND CHAPTER 158 ARTICLE III OF THE TOWN CODE OF THE TOWN OF HVERSTRAW, ENTITLED “VEHICLES AND TRAFFIC”, SECTION 158-19, “PARKING, STANDING AND STOPPING.”**

**TOWN CLERK READ PROOF OF PUBLICATION**

**PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN**

**BOARD MEMBERS**

**PUBLIC PARTICIPATION**

**CLOSE HEARING**

**ADOPTION OF LAW**

**7. SET DATE FOR 2023 REORGANIZATION MEETING**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY AUTHORIZE THE TOWN CLERK TO PUBLISH A LEGAL NOTICE TO SET A DATE FOR ITS ANNUAL REORGANIZATION MEETING ON THURSDAY, JANUARY 5, 2023 AT 7:00 P.M. IN THE MEETING ROOM OF THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK.**

8. AGREEMENT WITH ROCKLAND PARAMEDIC SERVICES, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH ROCKLAND PARAMEDIC SERVICES, INC. OF CHESTNUT RIDGE, NEW YORK TO PROVIDE PARAMEDIC SERVICES TO THE TOWN OF HAVERSTRAW FOR THE TERM COMMENCING JANUARY 1, 2023 AND ENDING ON DECEMBER 31, 2023 AT A COST OF \$883,796.

9. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND MONTEFIORE NYACK HOSPITAL EMPLOYEE ASSISTANCE PROGRAM

RESOLVED, UPON THE RECOMMENDATION OF THE TOWN BOARD OF THE TOWN OF HAVERSTRAW THE SUPERVISOR IS HEREBY AUTHORIZED TO ENTER INTO AN AGREEMENT WITH MONTEFIORE NYACK HOSPITAL FOR THE PURPOSES OF PROVIDING TO THE TOWN EMPLOYEES AN EMPLOYEE ASSISTANCE PROGRAM, AND BE IT FURTHER

RESOLVED, THAT SAID AGREEMENT SHALL COMMENCE ON JANUARY 1, 2023 AND EXPIRE ON DECEMBER 31, 2023, AND BE IT FURTHER

RESOLVED, THAT SAID AGREEMENT SHALL BE AT A TOTAL COST OF \$8,200.

10. ADOPTION OF SEWER ASSESSMENT ROLL FOR THE YEAR 2022 AND THE ESTABLISHMENT OF SEWER RENT RATES FOR SEWER DISTRICT NO. 1 FOR THE YEAR 2023.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ADOPT THE SEWER ASSESSMENT ROLL FOR THE YEAR 2022 AND ACCEPTS THE ESTABLISHMENT OF SEWER RENT RATES FOR SEWER DISTRICT NO. 1, TOWN OF HAVERSTRAW FOR THE YEAR 2023.

11. AUTHORIZATION OF PAYMENT FOR NYS BUILDING OFFICIALS CONFERENCE ANNUAL MEMBERSHIP - 2023

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AUTHORIZES PAYMENT FOR THE 2023 NYS BUILDING OFFICIALS CONFERENCE ANNUAL MEMBERSHIP FOR GEORGE T. BEHN, JR., BUILDING INSPECTOR AND ERICH DESCH, DEPUTY BUILDING INSPECTOR AT A COST OF \$50.00 PER MEMBERSHIP PER PERSON.

12. BUDGET ADJUSTMENTS FOR PERIOD ENDING IN NOVEMBER 30, 2022

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$225,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN NOVEMBER 30, 2022 (SEE ATTACHED BUDGET ADJUSTMENTS).

Town of Haverstraw  
 Budget Adjustments  
 For period ending November 30, 2022

General Fund (A)						
	Police Contractual		A. 3120.4		100000 <sup>00</sup>	
	Parks Contractual		A. 7110.4		75000 <sup>00</sup>	
	Special Rec - Golf Personal		A. 7150.1		50000 <sup>00</sup>	
	Contingent		A. 1990.4			200000 <sup>00</sup>
	Judgment + Claims		A. 1950.4			250000 <sup>00</sup>
					225000 <sup>00</sup>	225000 <sup>00</sup>
					✓	✓

13. **ESTABLISH CAPITAL PROJECT – NEW MOBILE SOUND STAGE FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT**

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE NEW MOBILE SOUND STAGE FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT AS A CAPITAL PROJECT IN THE AMOUNT OF \$220,000.00, OF WHICH \$200,000.00 WILL BE DUE TO/DUE FROM AND \$20,000.00 AS INTERFUND TRANSFER FUNDED FROM THE GENERAL FUND.

14. **APPROVAL FOR EMERGENCY REPAIR AT THE PHILIP J. ROTELLA MEMORIAL GOLF- REWIRING AND BREAKER UPGRADES, LIGHTING AND OUTLET INSTALLATION ON PUMP HOUSE AND PROPERTY**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY REPAIR TO THE GOLF COURSE PUMP HOUSE AND PROPERTY FOR THE REWIRING AND BREAKER UPGRADES, LIGHTING AND OUTLET INSTALLATION BY DE LEONARDIS ELECTRIC OF GARNERVILLE, NEW JERSEY AT A COST OF \$4,450.

15. **AWARD OF RFQ NO. 23-2022 – PURCHASE WASHER AND DRYER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT TWO (2) REQUESTS FOR QUOTES WERE SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, TO PURCHASE ONE (1) LG ELECTRONICS 4.5 CU. FT. LARGE CAPACITY HIGH EFFICIENCY STACKABLE FRONT LOAD WASHER AND ONE (1) LG ELECTRONICS 7.4 CU. FT. LARGE CAPACITY VENTED STACKABLE ELECTRIC DRYER WITH SENSOR DRY, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO THE HOME DEPOT OF NANUET, NEW YORK, AT A COST OF \$1,396.00, THE LOWEST QUOTE.

16. **INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF ROCKLAND AND THE TOWN OF HAVERSTRAW REGARDING THE CRIMINAL JUSTICE DISCOVERY GRANT**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ROCKLAND REGARDING THE CRIMINAL JUSTICE DISCOVERY GRANT FROM APRIL 1, 2022 THROUGH MARCH 31, 2023, IN THE AMOUNT OF \$33,940.07.

17. **AUTHORIZATION FOR SUPERVISOR TO SIGN THE ASSIGNMENT OF LEASE FROM LYNCH'S 3 LLC TO LYNCH'S 2 LLC**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN THE ASSIGNMENT OF LEASE FROM LYNCH'S 3 LLC TO LYNCH'S 2 LLC WITH ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAINING THE SAME.

18. **APPOINTMENT OF DOMINIC RODRIGUEZ - POLICE OFFICER - FULL TIME**

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT DOMINIC RODRIGUEZ OF GARNERVILLE, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE DECEMBER 13, 2022 AND BE IT FURTHER

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. RODRIGUEZ SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.**

LOCAL LAW  
NO. 3 OF 2022

A LOCAL LAW TO AMEND Chapter 158, Article III of the Town Code of the Town of Haverstraw, entitled "VEHICLES AND TRAFFIC", Section 158-19, "PARKING, STANDING AND STOPPING"

Be it enacted by the Town Board of the Town of Haverstraw as follows:

Section 1. Chapter 158-19 PARKING, STANDING AND STOPPING; is hereby amended to read as follows:

A. All-night parking on any of the streets, roads and highways of the Town is prohibited during the period from November 15 to April. "All-night parking" is hereby defined as parking between 12:00 am and 6:00 am.

Section 2. Effective date.

This Local law shall become effective upon filing with the Secretary of State.

**ROCKLAND PARAMEDIC SERVICES, INC.  
AGREEMENT-2023**

**CONTRACT TERMS AND CONDITIONS**

CHAPTER I

GENERAL PROVISIONS AND DEFINITIONS

1) AGREEMENT

Agreement between Rockland Paramedic Services, Inc., with its place of business at 540 Chestnut Ridge Road, Chestnut Ridge, New York 10977, (hereinafter the "Contractor") and Town of Haverstraw, with its place of business at One Rosman Road, Garnerville, New York 10923 and Town of Stony Point, with its place of business at 74 East Main Street, Stony Point, New York 10980. The Contractor shall perform the work and furnish all material in connection therewith, as hereinafter described. The Towns shall pay the contractor in full compensation therefor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

2) DEFINITIONS

(a) The following words and expressions used in this Contract shall, except where, by the context, it is clear that another meaning is intended, be construed as follows:

(1) The words "Contract" or "Contract Documents" to mean collectively this agreement and the Schedules A, B and C annexed hereto.

(2) The word "contractor" to mean the person, firm or corporation, its successors and assigns, who enters into the contract to perform the work. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "she", "it" and "they"; the word "him" shall include "her", "it" and "them"; and the word "his" shall include "her", "its" and "their".

(3) The word "notices" to mean written notice.

(4) The word "subcontractor" to mean any person, firm or corporation, other than the employees of the Contractor, who contracts to furnish labor, or labor and materials, at the sites of the work or in connection with the work, whether directly or indirectly on behalf of the Contractor and whether or not in privity of contract with the Contractor.

(5) The word "Supervisor(s)" to mean the Supervisors of the Town of Haverstraw and Stony Point, or his duly authorized representative.

(6) The words "Towns" or "Towns of Haverstraw and Stony Point" to mean the Town of Haverstraw and the Town of Stony Point.

(7) The words "Town Boards" to mean the Town Boards of the Towns of Haverstraw and Stony Point.

(8) The words "Town Clerks" to mean the Town Clerks of the Town of Haverstraw and Stony Point.

(9) The word "work" to mean all matters and things herein agreed to be furnished, installed, or done, by or on the part of the Contractor.

(10) As used herein the singular shall mean and include the plural; the masculine gender shall mean the feminine and neuter genders; and vice versa.

(b) The definition of the above terms are general and may be reclassified at any time by the Supervisors and the Town Boards by resolution.

### 3. NOTICES

The delivery of any notice, direction or communication to the Contractor at the address set forth in the above shall be made by depositing the same, in a postpaid wrapper directed to the aforesaid address, in any post office box regularly maintained by the Post Office Department and shall be deemed to be sufficient service thereof as of the date of such delivery or three (3) days after deposit. The address may be changed at any time by notice in writing. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, direction or other communication personally upon the contractor, or if the Contractor be a corporation, upon any officer or director thereof.

### 4. WORK TO BE DONE

The Contractor shall furnish, at its own expense and without liability to the Towns, all personnel, labor, equipment, vehicles, tools, implements and material necessary and proper to provide Advanced Life Support/Paramedic Service to the Towns of Haverstraw and Stony Point in accordance with the requirements of this Contract and to the satisfaction of the Town Boards.



5. SUBLETTING OR ASSIGNMENT

Contractor may not assign or subcontract this Contract without first obtaining the written permission of the Towns. If the Contractor shall assign or subcontract this Contract without the written consent of the Towns, the Towns have the right to terminate this Contract in accordance with the terms of Chapter VI (1) (a-c) of this Contract. Any approved assignment or subcontract shall be subject to the terms and conditions of this contract or any amendments or modifications hereof.

The parties understand and agree that the relation of the Contractor to the Towns under this agreement shall be that of an Independent Contractor.

CHAPTER II  
PROVISIONS RELATING TO TIME

1. CONTRACT TERM

1) This Contract shall be for a term not to exceed one (1) year commencing on January 1, 2023 and ending on December 31, 2023, unless otherwise terminated or extended.

(b) Notwithstanding any other provision of this agreement, if the Town determines that it is in the best interests of the Town to do so, the Town may terminate this agreement on ninety (90) days notice to the Contractor at any time during this agreement

CHAPTER III  
PRICE AND PAYMENTS

1) PRICE AND PAYMENT TO INCLUDE

The Towns shall pay, and the Contractor shall accept as full compensation for completing the Service in accordance with this Contract, the sum of ONE MILLION THREE HUNDRED NINETEEN THOUSAND NINETY-EIGHT DOLLARS & 00/100 (\$1,319,098.00) dollars, of which Haverstraw shall pay Eight Hundred Eighty-Three Thousand Seven Hundred Ninety-Six Dollars and 00/100 (\$883,796.00) and Stony Point shall pay Four Hundred Thirty-Five Thousand Three Hundred Two Dollars and 00/100 (\$435,302.00), payable in equal monthly installments on a pro rata basis to the extent the Service has been authorized by the Contract.

2) PAYMENT PROCEDURES – TOWN OF STONY POINT

The Contractor shall not submit billing to the users. All billing shall be performed by Stony Point Ambulance Corps. However, the Contractor shall provide the Town of Stony Point with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

3) PAYMENT PROCEDURES - TOWN OF HAVERSTRAW

The Contractor shall not submit billing to the users. All billing shall be performed by Haverstraw Ambulance Corps. However, the Contractor shall provide the Town of Haverstraw with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

4) STATUTE OF LIMITATION ON RIGHT TO SUE THE TOWNS

No action shall lie or be maintained by the contractor against the Towns upon any claim arising out of or based upon this Contract or by reason of any act or omission or requirement of the Towns or its agents, unless such action shall be commenced within one year after the earlier of (1) the expiration date, or (2) any earlier termination of this Contract.

## CHAPTER IV

### CHANGES TO THE CONTRACT

#### 1) NO ORAL CHANGES

No changes in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless they are in writing and signed by the party to be charged therewith or his duly authorized representative; provided however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

## CHAPTER V

### CONTRACTOR'S LIABILITY AND INSURANCE

#### 1) RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY

The Contractor shall be solely responsible for (i) all injuries (including death) to persons, including but not limited to, employees of the Contractor and subcontractors and the Towns, and (ii) damage to property, including but not limited to property of the Towns, the Contractor or its subcontractors. The liability hereunder shall be limited to such injuries or damage occurring on account of or in connection with the performance of the work hereunder, whether or not the occurrence giving rise to such injury or damage happens on the Town's property or whether or not sustained by person or property while on the Towns' property, but shall exclude injuries to such persons or damage to such property to the extent caused solely by the negligence of the Towns.

#### 2. INDEMNIFICATION

(a) Contractor, in addition to any public liability insurance obtained under this agreement, agrees to save, indemnify and hold harmless the Towns of Haverstraw and Stony Point and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the work to be performed under this Agreement, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the Contractor agrees to pay the Town for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the Town, shall, at the Contractor's own expense, defend any and all such actions. PROVIDED, HOWEVER, that this section shall not apply to any suit or liability arising out of, based upon or resulting from an act or omission of the Towns of Haverstraw and Stony Point or any of their agents, officers, servants and employees.

(b) The term “loss and liability”, as used herein, shall be deemed to include, but not be limited to, liability for the payment of workers’ compensation under the Workers’ Compensation Law of the State of New York, or of judgments under the Federal Employee’s Liability Act or similar statutes.

It is hereby mutually covenanted and agreed that the relation of Contractor to the Town under this agreement shall be that of an independent contractor.

3. INSURANCE

(a) At the time of award, the Contractor shall deliver to the Towns policies or other evidence of insurance written by companies approved by the Towns as follows:

<u>TYPE</u>	<u>LIMIT</u>
1) A comprehensive general liability insurance policy in the Contractor’s name endorsed to cover liability assumed by the Contractor under the indemnity provisions of this Chapter:	
General Aggregate	\$1,000,000
Products Liability – Comp/Op Aggregate	\$1,000,000
Personal and ADV Inj.	\$1,000,000
Per Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expenses (any one person)	\$ 5,000
2) Excess Liability	
Each Occurrence	\$4,000,000
Aggregate	\$4,000,000
(3) Automobile and truck liability insurance covering Contractor and Subcontractor; all owned and/or not owned vehicles:	
Combined Single Limit	\$1,000,000 \$1,000,000
(4) Malpractice/Professional Liability Insurance:	\$2,000,000

(5) Workmen's Compensation Insurance indemnifying the Town and Contractor against personal injury sustained in the performance of the Contract Work.

6) Employee Disability Insurance

(b) Each such policy (I) shall indicate that the insurance company issuing the policy will not cancel, terminate or modify the policy without thirty (30) days' prior written notice to the Towns; and (ii) shall name the Towns as an "Additional Insured". At least two (2) weeks prior to the expiration of the original policy or any renewal thereof, a new policy of such insurance, upon the same terms as the expiring policy, shall be delivered to the Towns. The insurance shall remain in force at all times during the life of this Contract. The Contractor shall name the Town as an additional insured in said policies.

(c) If at any time during the period of this contract insurance as required is not in effect, the Town shall have the options to: (i) obtain insurance providing coverage equal to that required above, the cost of such insurance shall be deducted out of amounts due and owing contractor under this Contract; or (ii) declare Contractor in default.

#### 4. ALL REMEDIES PRESERVED

The remedies available to the Towns in this Chapter are intended to supplement those available to it at law, by statute, or in equity. Nothing in this Chapter shall be construed as a waiver by the Towns of any right or remedy otherwise available to the Towns.

#### 5. SECURITY FOR PERFORMANCE

The Contractor shall post a performance bond with the Town in an amount equal to FIFTY (50) percentum of the contract amount to insure the Contractor's performance and/or to protect the Towns in the event of the Contractor's default.

## CHAPTER VI

### REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

#### 1) DEFAULT

(a) If the Contractor fails to perform the work in accordance with the Scope of work, or if he performs the work in an unsatisfactory manner, after having been notified of unsatisfactory work from an duly authorized representative of the Towns of Haverstraw and Stony Point, the Town Boards may declare the Contractor in default of this Contract and may proceed either to perform the work required under the Contract at its own expense, charging the cost thereof against the moneys to which the said Contractor would have been entitled for the faithful performance of the said Contract, or it may contract with some other contractor for the performance of this Contract or the work contracted to be done by the Contractor, charging the cost and expense thereof in like manner.

(b) In any event, in addition to the aforesaid, the Contractor shall remain responsible for any and all costs incurred by the Town of Haverstraw and/or Town of Stony Point in having the work which the Contractor failed to do, done and the same shall be recoverable from the moneys withheld by the Towns from the monthly payments.

(c) The Contractor further agrees that in the event of any default in the performance of the work required hereunder, the Contractor shall reimburse the Towns of Haverstraw and Stony Point for all costs, expenses and damages the said Town of Haverstraw and/or the Town of Stony Point may incur in completing the work.

(d) The Town may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return receipt requested, to the Service Provider if said Service Provider violates any provision of this agreement in any manner whatsoever. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

#### 2. BANKRUPTCY

It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the Contract, either by virtue of any State or Federal Laws, that such adjudication shall in no way terminate the liability of the Contractor under this Contract.

If the Contractor is declared insolvent or bankrupt, the Towns may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return receipt requested, to the Contractor if the Contractor violates any provision of this agreement in any manner whatsoever or otherwise in default. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

### 3. THE TOWNS MAY AVAIL THEMSELVES OF ALL REMEDIES

The Towns may avail themselves of each and every remedy herein specifically given to them or now or hereafter existing at law or in equity or by statute, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Towns, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy.

## CHAPTER VII

### DISCRIMINATION PROHIBITED

1. The Contractor specifically agrees to the following:

1) It shall be an unlawful discriminatory practice:

1) For an employer, because of the age, race, creed, color or national origin of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

(2) For a labor organization, because of the age, race, creed, color or national origin of any individual, to exclude, or expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer.

(3) For any employer or employment agency to print circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with prospective employment, which expresses, directly or indirectly, any limitation specification or discrimination as to age, race, creed, color or national origin, or any intent to make any such limitation, specification or discrimination, unless based upon a bona fide occupational qualification.

(4) For any employer, labor organization or employment agency to discharge, expel or otherwise discriminate against any person because he has opposed any practices forbidden under this article or because he has filed a complaint, testified or assisted in any proceeding under this article.

(b) It shall be unlawful discriminatory practice for any employer, labor organization, employment agency or any joint labor management committee-controlling apprentice-training program.

1) To select persons for an apprentice-training program registered with the State of New York on any basis other than qualifications, as determined by objective criteria, which permit review.

(2) To deny to or withhold from any person because of his race, creed, color or national origin the right to be admitted to or participate in a guidance program, an apprenticeship training program, on-the-job training program, or other occupational training or retraining program.

(3) To discriminate against any person in his pursuit of such programs or to discriminate against such a person in the terms, conditions or privileges of such programs because of race, creed, color or national origin.

(4) To print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for such programs or to make any inquiry in connection with such program which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color or national origin, or any intent to make any such limitation, specification or discrimination, unless based on a bona fide occupational qualification.

It is hereby agreed by and between the parties hereto that every contractor and sub-contractor engaged in the public work described in this Contract shall post and maintain at each of his establishments, and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination, indicating the substantive provision of the Law against Discrimination, where complaints may be filed, and other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

## CHAPTER VIII

### MISCELLANEOUS PROVISIONS

#### 1. NEW YORK STATE LABOR LAW

Contractor agrees that he will cause all persons employed upon the Work, including his subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the Work is performed. He further agrees to comply with the requirements of the State Labor Law. More particularly, if any part of the work falls within the purview of the State Labor Law, the Contractor agrees as to such part of the Work to comply therewith, including Sections 220, 220-a, 220-b, 220-d, 222-a and 223 thereof, as amended and supplemented.

#### 2. CONTRACT DOCUMENTS CONTAIN ALL TERMS

These contract documents contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.



### 3. ALL LEGAL PROVISIONS INCLUDED

It is the intent of the parties that each and every provision of law required to be inserted in this Contract should be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if any such provision is not inserted or is not inserted in correct form, then this contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

### 4. SEVERABILITY

If this Contract contains any provision found to be unlawfully, the same shall be deemed to be of no effect and shall, upon the application of either party, be stricken from the Contract without affecting the binding forces of the Contract as it shall remain after omitting such provision.

5. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

(a) This Contract shall be deemed to be executed in the Town of Haverstraw, County of Rockland, and the State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.

(b) The parties agree that any and all claims, controversies or suits asserted by or against the Towns arising out of this Contract or related thereto shall be heard only in the courts of the State of New York (“ New York State Courts”) located in the County of Rockland.

(c) The Contractor shall provide to the Town a complete accounting of all expenses for all operations related to the paramedic service, and this accounting must be submitted on or before March 1<sup>st</sup> of each year, for the year ending the previous December 31<sup>st</sup>, for the two year term of the contract. This provision shall survive the termination date of the agreement and shall remain in full force and effect until full compliance by the Service Provider.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

ROCKLAND PARAMEDIC SERVICES,  
INC.

By: \_\_\_\_\_  
Executive Director

(SEAL)

TOWN OF HAVERSTRAW

By: \_\_\_\_\_  
Supervisor

(SEAL)

TOWN OF STONY POINT

By: \_\_\_\_\_  
Supervisor

(SEAL)

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

On                    day of                    20    , before me personally came Timothy P. Egan to me known, who being by me duly sworn, did depose and say, that he resides at                    , that he is                    of the corporation described in, and which executed the within agreement; that he knows the seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed pursuant to order of Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On                    day of                    20    , before me personally came HOWARD T. PHILLIPS, JR. to me known, who being by me duly sworn, did depose and say that his office is located at One Rosman Road, Garnerville, New York; that he is Supervisor of the Town of Haverstraw, the corporation described in, and which executed the foregoing agreement; that he knows the seal of the Town; that the seal affixed to said agreement is such seal; that it was affixed thereto pursuant to a resolution of said Town; and that he signed his name thereto pursuant to said resolution.

\_\_\_\_\_  
Notary Public State of New York

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

On                    day of                    20... , before me personally came JIM MONAGHAN, to me known, who being by me duly sworn, did depose and say that his office is located at 74 East Main Street, Stony Point, New York; that he is Supervisor of the Town of Stony Point, the corporation described in, and which executed the foregoing agreement; that he knows the seal of the Town; that the seal affixed to said agreement is such seal; that it was affixed thereto pursuant to a resolution of said Town; and that he signed his name thereto pursuant to said resolution.

\_\_\_\_\_  
Notary Public State of New York

**SCHEDULE "A"**

**REGULATIONS**

## **REGULATIONS**

The following list of regulations and laws are made part of these specifications by reference:

1. New York State Health Regulations, Title 10, Chapter VI, State Emergency Medical Services Code, Part 800.
2. New York State Public Health Law, Article 30 and Article 30A entitled Emergency Medical Services and Volunteer Ambulance Service, respectively including any updates or amendments.
3. New York State Emergency Medical Services Code Part 800 of Chapter VI, Title 10 (Health).
4. Regional ALS Treatment Protocol and Procedures.

## **SCHEDULE "B"**

### **BASIC LIFE SUPPORT EQUIPMENT SPECIFICATIONS**

## EMS EQUIPMENT SPECIFICATIONS

Each ALSFR vehicle provided will contain the minimum New York State equipment as outlined in 10 NYCRR Part 800 of the Rules and Regulations of the state of New York.

**Contractor shall update their equipment and/or supplies as standards change as per Hudson Valley Regional Medical Advisory Committee.**

# ALS FIRST RESPONSE VEHICLE EQUIPMENT

Under the category of Advance Life Support Equipment:

## Drug Box

should include: minimum stock per set of equipment

- Medications and fluids as set forth by the Hudson Valley Regional EMS Medical Advisory Committee, according to the latest protocol
- Appropriate delivery devices for the above
- A narcotics storage and restocking policy in accordance with DEA standards

## (b) Airway/Respiratory Bag:

Should include: minimum stock per set of equipment

- ET tubes sizes 2.5 – 9.0 with stylets
- Laryngoscope handle with blades MacIntosh 1 – 4 Miller 0 – 4
- Magill forceps; Adult and Pediatric
- Pulse oximeter
- Glucometer
- Interosseous Infusion supplies

## (c) Trauma Bag

in addition to Part 800 supplies:

- Trauma tubing and large bore angiocaths
- Set up for needle cricothyotomy



**SCHEDULE "C"**

**SCOPE OF WORK**

## SCOPE OF WORK

### PROVISION OF ADVANCED LIFE SUPPORT/ PARAMEDIC SERVICES TO THE TOWNS OF HAVERSTRAW AND STONY POINT

1. The contractor shall provide to the Towns of Haverstraw and Stony Point (herein after the "Towns") Paramedic Level Emergency Services.

2. SERVICES PROVIDED

The Contractor will provide Advanced Life Support/Paramedic Emergency Medical Services for and within the Towns. The Contractor will provide Paramedic care at the level determined by the Hudson Valley Medical Advisory Committee. All Paramedic care will be directed by Nyack Hospital and/or Good Samaritan Hospital. The services provided shall be available 24 hours per day, 7 days per week. Contractor shall staff vehicles in the manner required by the State of New York and its appropriate agencies.

It is understood that the contractor will participate in any County organized mutual aid plan for Advance Life Support/Paramedic services, with the approval of the Towns.

All paramedic care will be directed by "Medical Control" at Nyack Hospital and/or Good Samaritan Hospital. Contractor will be compliant with NYS-DOH Article 30 and Par 800 including Quality Assurance activities in cooperation with Nyack Hospital and Good Samaritan Hospital.

3. EQUIPMENT AND STAFFING

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services providers. All Paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medical Advisory Committee to operate within Hudson Valley. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors.

Contractor shall maintain par levels of equipment to immediately replenish required supplies. Contractor shall update their equipment and/or supplies as standards change as per Hudson Valley Regional Emergency Medical Advisory Committee.

4) RESPONSE TO CALLS

The Contractors will respond promptly to all requests which are dispatched by the Towns' Police Department or Emergency Medical Services Agencies. In the event that multiple calls are received simultaneously, the Contractor will triage the calls and respond to those which it can. If necessary the Contractor will have Paramedic mutual aid agreements in place and may request Paramedic mutual aid from neighboring Towns as may be needed. During multiple calls, medical will triage based on information provided and split as needed.

5) VEHICLES PROVIDED

The Contractor will provide advanced life support first response vehicle. One to be used as a primary vehicle and a second as a backup should the primary vehicle need routine maintenance or repairs. The backup vehicle will be within one half hour of North Rockland.

6. ALSFR VEHICLE EQUIPMENT

Each ALSFR vehicle provided will contain the minimum New York State equipment as outlined in Part 800 of the Rules and Regulations of the State of New York (Schedule A).

In addition, the ALSFR vehicle will contain two full sets of Advanced Life Support Equipment. Each set including, but not limited to:

- (a) Biomedical Voice/Telemetry UHF Radio Communications \*
- (b) ElectroCardiogram (EKG) Monitor/Defibrillator/Pacemaker \*  
FDA approved ElectroCardiogram (EKG) Monitor/Defibrillator/Pacemaker machine capable of performing 12 lead EKGs.
- (c) Drug box \*
- (d) Airway/Respiratory Bag \*
- (e) Trauma Bag/MAST \*

Must comply with standard of care with the Hudson Valley Region/Emergency Medical Advisory committee guidelines.

\* itemized equipment content in (Schedule B)

Contractor is responsible for the safekeeping and disposal of all hazardous wastes and sharps created by their employees.

7. STAFFING

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services Providers. All paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medial Advisory Committee to operate within Rockland County. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors. Driver must have NYS Driver's license. Scheduled shifts should not exceed twelve (12) hours.

The Contractor must supply two (2) fully certified paramedics, twenty-four (24) hours per day, seven days per week.

8. TRANSPORTATION

HAYERSTRAW

The Contractor will provide Advanced Life Support Services. Transportation services will be provided by the Haverstraw Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Haverstraw Ambulance be unavailable.

STONY POINT

The Contractor will provide Advance Life Support Services. Transportation service will be provided by the Stony Point Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Stony Point

9) MEDICAL AUTHORITY

The Paramedic will maintain charge of all patient care in all situations which require advanced life support or until the Paramedic makes a determination to release the patient to the volunteer ambulance personnel.

10. BLS EMERGENCIES

In the event the Contractor is dispatched to a call which does not require advanced life support, the Contractor will relinquish patient care to the volunteer ambulance personnel and assist the ambulance personnel in preparing the patient for transportation as needed.

11) RETURNING TO SERVICE

The Contractor, after transporting a patient with the Volunteer Ambulance Corp., is required to complete medical documentation at the receiving hospital. Due to the distance from the service area, it is required that the Volunteer Ambulance Corp wait with the Paramedic until the documentation is complete and return the Paramedic to his/her station. The Contractor will make every attempt to make the documentation proceed limited as not to unduly delay the ambulance's return to it's base.

12) RESPONSE TIME

The Contractor will respond promptly to all emergency requests. Since a rapid response is favorable in any emergency, it must be noted that the large geographical area covered by the Paramedics in the Towns of Haverstraw and Stony Point may, in certain cases, prevent a response of less than ten (10) minutes. The Contractor proposes the following criteria based on its current operation in the Towns of Haverstraw and Stony Point:

- A response time less than 10 minutes on 92% of all calls
- A response time less than 8 minutes on 86% of all calls
- A response time less than 6 minutes on 75% of all calls

13) BILLING AND COLLECTION

The respective Town Ambulance Corps will bill and collect according to CMS guidelines. Rockland Paramedic Services, Inc.

14) REPORTS

The Contractor will submit to the Towns the following reports:

- 1) Monthly call report, including but not limited to:  
location, date, time, name, address and destination of all patients receiving Advanced Life Support.

15) LAWS AND REGULATIONS

The Contractor will adhere to all applicable local, state, and federal laws and regulations.

16. INSURANCE COVERAGE

The Contractor shall maintain such insurance coverage as set forth in the contract documents which are made a part of this contract and attached hereto as Chapter V.

This proposal contains in its budget, sufficient funds for the Contractor to maintain the policy coverage described above at current rates or with reasonable increases.

Without request, the Contractor will provide proof of insurance premium to the Towns on a yearly basis.

The Contractor will have the Towns named as additional insured on its automotive and Professional malpractice insurance policies. The Contractor will, at its own expense, defend any lawsuit brought against the Contractor and the Towns for acts or omissions alleged to have occurred in performance of this contract.

17. DISCRIMINATION

The Contractor, in carrying out all of its activities and duties will not discriminate against any person based on race, creed, national origin, political affiliation or sexual orientation.

18. TRANSFER OF AGREEMENT

The Contractor will not assign, transfer, convey, sublet or otherwise dispose of any agreement between the Contractor and Town without previous consent in writing of all parties.

The Contractor will notify the Towns promptly of any actual or proposed change in or transfer of or acquisition by any other company. Upon receipt of such notification the Towns shall unilaterally determine whether to continue the Contract or authorize, by resolution, that a new bid be advertised and this bid and contract be rescinded. In the event said agreement is rescinded by the Towns, the Contractor shall have no recourse, but rather, shall settle all outstanding financial matters with the Towns, including a pro-rata payment by the Towns to the Contractor as of the date the Contract is rescinded and terminated.

19. TRAINING AND CERTIFICATION

Contractor shall participate in Countywide Mass Casualty Incidents Plan and shall follow NIMS United System following command of local agencies.

Contractor shall participate in Countywide Planning/EMS meetings and North Rockland ALS Committee meetings.

Contractor agrees to provide training and continuing education of its employees, including such certification and recertification as may be required by law.

20. SUB-CONTRACTS

Contractor shall not enter into subcontract agreements without the express written permission of the Towns.

21. WAIVER OF BREACH

No waiver of any breach of any condition of the agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitutes a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

# Montefiore | Nyack

## PROFESSIONAL SERVICES CONTRACT

### EMPLOYEE ASSISTANCE PROGRAM

THIS AGREEMENT, made and executed as of this first day of January 2023 between **Montefiore Nyack Hospital** (the “Hospital”) a non-profit acute care hospital located at 160 N. Midland Avenue, Nyack, NY 10960 and the **Town of Haverstraw** including employees of the **Town of Haverstraw Highway Department** (the “Company”).

#### WITNESSETH

WHEREAS, the Hospital provides Employee Assistance Programs to outside Employers;  
and

WHEREAS, the Company is in need of such programs for its employees; and

WHEREAS, it is the desire the Hospital and the Company to agree on the terms pursuant to which Hospital will provide such Services to Company;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hospital and the Company agree as follows:



## 1. SERVICES

The Hospital shall provide the following services:

- A) Annual All employee Orientation Meetings to promote the program.
- B) Annual Supervisory Training sessions to inform and educate managers to the Employee Assistance Program's Supervisory Referral process.
- C) All promotional materials including, but not limited to, Employee Assistance Program posters, brochures, paycheck stuffers, employee promotional letter and other promotional correspondence.
- D) Professional assessment, consultation and referral services as necessary to troubled employees and/or their families.
- E) Quarterly reports to designated individuals to include utilization rates and other non-identifying demographic information.
- F) Monthly reports to designated individuals of all employees referred by Supervisors for poor job performance (Supervisory Referrals) indicating whether the employee is or is not in treatment. No further details will be provided unless the employee in treatment signs an appropriate release.

Other services not covered herein must be separately negotiated by the parties.

## 2. TERM OF AGREEMENT AND TERMINATION

This Agreement shall commence as of the first day of January 2023 and shall continue in full force and effect for a period of one year(s). Said term shall automatically be extended for successive one (1) year periods thereafter unless terminated by either party hereto as permitted by the terms of this Agreement. Either party may terminate this Agreement by giving not less than thirty (30) days prior

written notice of the intention to terminate this Agreement, unless the parties mutually consent to a shorter notice period or as otherwise set forth herein.

### **3. COMPENSATION FOR SERVICES**

Company shall pay Hospital for Services rendered in accordance with the fee schedule attached hereto as Exhibit A, and incorporated herein by reference.

### **4. GENERAL PROVISIONS**

- A. **Indemnity.** Company and Hospital agree to indemnify, defend and hold harmless the other party, including, as applicable, its shareholders, officers, directors, employees and agents, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney's fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of that party, its officers, directors, employees and/or agents and/or such party's breach of this Agreement. The indemnification provided under this paragraph shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by the parties that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder.
- B. **Compliance with Law.** The Hospital and the Company shall each comply with all applicable federal, state and local laws, regulations and policies with respect to the performance of this agreement, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection and the like.

- C. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York applied without giving effect to any conflict-of-laws principles.
- D. **Modifications.** This instrument contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions contemplated hereby. The Agreement may not be changed or terminated orally but may only be changed by a written agreement signed by the parties against whom enforcement of any waiver, change, modification, extension, discharge, or termination is sought.
- E. **Notices.** Any notice required or permitted hereunder or any agreement or document executed and delivered in connection with this Agreement shall be deemed to have been served properly if hand delivered to an authorized representative or recipient or mailed by certified or registered United States mail or by overnight express, postage or charges prepaid, or by facsimile if such facsimile transmission permits confirmation to the addresses or facsimile numbers listed below, and properly addressed to the respective party to whom such notices relate at the following address:

IF TO COMPANY:

Town of Haverstraw  
One Rosman Road  
Garnerville, NY 10923  
Attention: Mr. William Stein  
Town Attorney

IF TO HOSPITAL:  
Montefiore Nyack Hospital  
Employee Assistance Program  
One Blue Hill Plaza – 6<sup>th</sup> floor  
Suite 1608  
Pearl River, NY 10965-6124  
Attn: Susan Mazarella, LCSW, CEAP, SAP  
Director

- F. **Confidential and Proprietary Information.** It is expressly understood that the systems, methods, procedures, policies, manuals, other written materials and controls, developed or employed by Hospital and Company in the performance of this Agreement are proprietary in nature, shall remain the property of the Hospital or Company and shall not, at any time, be utilized, distributed, copied, or otherwise employed or acquired by the other party except during the term of this Agreement, unless prior written approval is obtained from the party owning the information. *This provision shall survive the termination of this Agreement.*
- G. **Non Discrimination.** Both parties to this Agreement shall comply with all applicable federal, state, and local laws and regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either party.
- H. **Assignment and Binding Effect.** Neither party shall have the right to assign or delegate its obligations hereunder without the prior written consent of the other party. Notwithstanding, the foregoing, all covenants, conditions, and obligations

contained herein shall be binding upon, and shall inure to the benefit of permitted successors and assigns of Company and Hospital.

- I. **NYCRR400.4** Notwithstanding any other provision in this Agreement, each party remains responsible for ensuring that any service provided by it pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

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

**Montefiore Nyack Hospital**

**Town of Haverstraw**

By \_\_\_\_\_  
Mark Geller, MD, President & CEO

By \_\_\_\_\_  
Howard T. Philips, Jr., Supervisor

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF HAVERSTRAW**

**EXHIBIT A**

**FEE SCHEDULE**

**EAP Services for contract year beginning on January 1, 2023 and ending on  
December 31, 2023.....\$8,200.00**

**Payable within 45 days of receipt of invoice.**

**Above fee includes any/all services provided to family members of employees.**

The Town of Haverstraw

Building Department

1 Rosman Road  
Garnerville, NY 10993  
Phone: 845-942-3710  
Fax: 845-786-7647

George T. Behn, Jr.  
*Building Inspector II*

Erich J Desch  
*Deputy Building Inspector*

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Memorandum

Date: 12/6/2022

To: Supervisor Phillips and Town Board

From: George T. Behn Jr. *Building Inspector II*

Topic: NYS Building Officials Conference Annual Membership

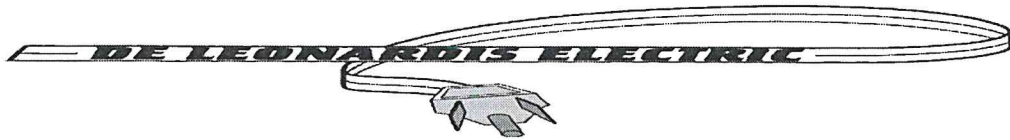
I would like the Town Board to consider approving the annual dues for George Behn, Building Inspector and Erich Desch, Deputy Building Inspector. The cost is \$50.00 each to total \$100.00.

Thank you for your consideration.



---

George T. Behn Jr. *Building Inspector II*



P.O. Box 108 ~ Garnerville, N.Y. 10923

Phone: (845) 947-1572 Fax: (845) 429-2206

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## Proposal

November 23, 2022

Phillip J. Rotella Memorial Golf Course  
200 Thiells Mt. Ivy Road  
Thiells, NY 10984

Attention: John Frizalone

Cellular: 845.406.1685

Email: [jfrizalone@townofhaverstraw.org](mailto:jfrizalone@townofhaverstraw.org)

Golf Course Mgr. Chris Dyroff

Cellular: 845.521.2026

Email: [cdyroff@townofhaverstraw.org](mailto:cdyroff@townofhaverstraw.org)

**Re: Pump House**

---

- Supply And Install The Following:
  - (1) Square D "Feed Through Kit" For Main Panel
  - (1) 480Volt 3-Phase 200Amp Fusible Disconnect To Left Of Main Panel
  - (1) Wiring Only Of New Pump Controller With (1) New Set Of 200Amp 3-Phase Feeders

**TOTAL COST FOR THE ABOVE: \$4,450.00**

***Please be advised:*** Above price quote valid for thirty (30) days from this dated proposal; due to unforeseen material increases moving forward.

Respectfully submitted,

Antonia DeLeonardis-Johnson

ADJ/alm2

**PAYMENT TERMS:**

- 50% Deposit Due With Signed Contract/50% Balance Due Upon Completion Of Project

**ACCEPTANCE OF PROPOSAL:**

- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. In the event of a default, should it become necessary to place this account for collection, I will be responsible for all costs of collection including but not limited to attorney's fees.
- Any unforeseen obstacles, additional work added after signed proposal and/or extra time needed, beyond contractor's control, to complete job will be at an additional cost based on Time and Material rates.
- By signing this acceptance, I understand it is a binding and legal contract/document.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

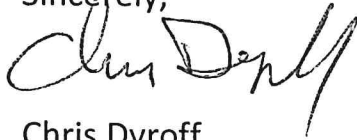


**To: Town of Haverstraw town board**

12/1/2022

Gentlemen, I am requesting to purchase a washer/dryer combo to replace the broken and antiquated machine at the course. I have included prices from Home Depot and Lowes and Home Depot is the cheaper option. Thank you for your consideration. Please feel free to ask me any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Dyroff". The signature is written in a cursive style with a large, looped initial "C".

Chris Dyroff

Philip J Rotella Memorial golf course

**INTERMUNICIPAL AGREEMENT**

with

**TOWN OF HAVERSTRAW**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF HAVERSTRAW on behalf of its Police Department**, a municipal corporation of the State of New York, having its principal office at One Rosman Road, Garnerville, New York 10923, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter this intermunicipal agreement for the Town of Haverstraw Police Department to receive reimbursement from the Criminal Justice Discovery Grant; and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. \_\_\_\_\_ of 2022** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall use such funds from the Criminal Justice Discovery Grant for reimbursement of expenditures supporting implementation of discovery reforms. See Schedule "A" attached hereto.
2. **TERM:** The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **April 1, 2022** and terminating **March 31, 2023**.

3. PAYMENT: The COUNTY agrees to pay MUNICIPALITY and MUNICIPALITY agrees to accept a sum not to exceed **THIRTY-THREE THOUSAND FOUR HUNDRED NINETY AND 07/100 (\$33,490.07) DOLLARS** as reimbursement to the MUNICIPALITY. MUNICIPALITY agrees that the aforesaid **THIRTY-THREE THOUSAND FOUR HUNDRED NINETY AND 07/100 (\$33,490.07) DOLLARS** shall be solely and exclusively used for the purpose of reimbursement of discovery grant.

4a. INDEMNIFY AND HOLD HARMLESS: The MUNICIPALITY agrees to defend, indemnify and hold harmless COUNTY and its respective officers, employees and agents from and against all claims, actions and suits and will defend the COUNTY and its respective officers, employees and agents, at its own cost and at no cost to the COUNTY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of MUNICIPALITY to the fullest extent permitted by law. These indemnification provisions are for the protection of the COUNTY and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The COUNTY agrees to defend, indemnify and hold harmless MUNICIPALITY and its respective officers, employees and agents from and against all claims, actions and suits and will defend the MUNICIPALITY and its respective officers, employees and agents, at its own cost and at no cost to the MUNICIPALITY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of COUNTY. These indemnification provisions are for the protection of the MUNICIPALITY and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4c. Under no circumstances shall MUNICIPALITY assume liability or defense costs for the actions of the personnel of the Rockland County District Attorney's Office who are not employed by MUNICIPALITY.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of COUNTY for the purposes of this agreement and no liability shall be incurred by COUNTY, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the COUNTY. Neither the full faith and credit nor the taxing power of the COUNTY is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the COUNTY are appropriated in the County budget.

6. RECORD KEEPING AND AUDIT: The MUNICIPALITY shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and

communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to **MUNICIPALITY** unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

7. **NO ASSIGNMENT**: The **MUNICIPALITY** shall not assign, sublet, or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

8. **LAWS OF THE STATE OF NEW YORK**: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

9. **LABOR LAW AND EXECUTIVE LAW**: The **MUNICIPALITY** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

10. **LOCAL LAWS AND RESOLUTIONS**: The **MUNICIPALITY** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. **COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990**: The **MUNICIPALITY** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

12. **IRAN DIVESTMENT ACT**: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. **TERMINATION/AMENDMENT**: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

**OFFICE OF THE DISTRICT ATTORNEY**  
(Approved for signature of  
County Executive)

**TOWN OF HAVERSTRAW**

By: \_\_\_\_\_  
THOMAS E. WALSH II  
District Attorney

By: \_\_\_\_\_  
HOWARD PHILLIPS  
Supervisor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DEPARTMENT OF LAW**  
(Approved for signature of  
County Executive)

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
JEANNE GILBERG  
Principal Assistant County Attorney

By: \_\_\_\_\_  
EDWIN J. DAY  
County Executive

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

2022-03891

**ATTACHMENT: 2022-23 Discovery Reform Funding Plan**

*Instructions: Indicate each Sub-Grantee using this attachment. If additional lines are needed, please submit additional attachments. Completed form(s) must be attached in GMS as part of the submitted Application. The total amount requested by the county cannot exceed the total county allocation provided on the award notice.*

**County:** Rockland

<b>Sub-Grantee</b>	<b>Sub-Grantee Name (if applicable)</b>	<b>Expense</b>	<b>Activities</b>	<b>Describe how this expenditure supports implementation of the discovery and/or bail reform efforts.</b>
Police Dept	Town of Haverstraw	\$ 12,000	Data Connectivity	Upgraded Internet
Police Dept	Town of Haverstraw	\$ 21,490	Administrative Support	Manpower Assigned to Discovery
<b>TOTAL:</b>		<b>\$ 33,490</b>		

**NOTE:** The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

**ASSIGNMENT, ASSUMPTION AND EXTENSION  
AND MODIFICATION OF LEASE**

**ASSIGNMENT, ASSUMPTION AND EXTENSION AND MODIFICATION OF LEASE** effective the 1st day of January, 2023, (the “Effective Date”) and among **Town of Haverstraw**, a New York Municipal Corporation having an address 1 Roseman Road, Garnerville New York (hereinafter “Landlord”), **Lynch’s 3, LLC**, a New York Limited Liability Corporation having an address at 145 West Main Street, Stony Point, New York (hereinafter “Assignor”) and **Lynch’s 2, LLC**, A New York Limited Liability Corporation of which Kevin Lynch is the owner, having an address at 79 S Liberty Drive, Stony Point New York (hereinafter “Assignee” or “Tenant”).

**WITNESS:**

**WHEREAS**, Landlord’s executed a certain Lease dated August 31, 2022 with Lynch’s 3, LLC as Tenant for the premises known as Sonoma Grille @ the Phillip J. Rotella Memorial Golf Course Address: 200 Thiells Mt Ivy Rd, Thiells, NY 10984, a copy of which is annexed hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Assignor as Tenant desires to assign this Lease to the Assignee as the new Tenant and the Assignee (as new Tenant) the Landlord has agreed to such assignment of the Lease term subject to certain further modifications of the terms and conditions of the Lease and further subject to the agreement of Denise Casey Lynch, the owner of the Assignee to personally guarantee payment and performance of all of the obligations of the Tenant from and after the effective date of the Lease assignment to the Assignee, under the terms and conditions of the lease, see exhibit “A”.

**NOW, IN CONSIDERATION** of the mutual covenants contained herein and in the subject Lease, BE IT AGREED:

1. **ASSIGNMENT AND ASSUMPTION OF LEASE.** For good and valuable consideration, receipt of which is hereby acknowledged by the Assignor, effective as of the Effective Date, Assignor hereby assigns all of its right, title and interest in the Lease, free

and clear of any executions, liens, taxes and assessments, to the Assignee. Assignee agrees to pay the rent promptly and perform all of the terms of the Lease, including the terms being modified herein, effective as of the Effective Date and assume full responsibility for the Lease as if Assignee executed the Lease originally as the Tenant. Assignor hereby agrees to indemnify and hold the Assignee harmless from any legal actions, damages and expenses inclusive of legal fees that the Assignee might incur by reason of any action by the Assignor (or failure to act, inclusive of any lease default) prior to the Effective Date of this Assignment, and Assignee agrees to indemnify and hold the Assignor harmless from any legal actions, damages and expenses inclusive of legal fees that the Assignor might incur by reason of any action by the Assignee (or failure to act, inclusive of any lease default) from and after the Effective Date. Assignee states that the Assignee has received and read all Exhibits hereto inclusive of the copies of the Lease and Amendments which are annexed.

2. **LANDLORD’S CONSENT TO ASSIGNMENT AND ASSUMPTION.**

By execution hereof, Landlord hereby consents to the within Agreement and Assumption.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

WITNESS:

\_\_\_\_\_  
Kevin Lynch, President Lynch’s 3, LLC

\_\_\_\_\_  
Denise Casey Lynch, President Lynch’s 2, LLC

\_\_\_\_\_  
Howard T. Phillips, Supervisor Town of Haverstraw