

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
 CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL FOR THE
 LEVY OF TAXES ON THE 2022 ASSESSMENT ROLL

Approved Assessing Unit Town of Haverstraw 392200
 Name of Portion Town of Haverstraw 392200

DETERMINATION OF BASE PERCENTAGES

(A)	(B)	(C)	(D)	(E)	(F)
2006 Taxable Assessed Value	2006 Class Equalization Rate	Estimated Market Value	2007 Adjustment Factor Used	Adjusted Market Value	Base Percentages
				A/(B/100)	(E/sum of E)
Homestead 2,969,104,208	100.00	2,969,104,208	1.020900	3,031,158,486	75.723221
Nonhomestead 1,704,242,396	180.23	945,593,073	1.027700	971,786,001	24.276779
Total 4,673,346,604		3,914,697,281		4,002,944,487	100.000000

DETERMINATION OF CURRENT PERCENTAGES

(G)	(H)	(I)	(J)
2022 Taxable Assessed Value	2022 Class Equalization Rate	Estimated Market Value	Current Percentages
		G/(H/100)	(I/sum of I)
Homestead 1,993,091,579	65.03	3,064,880,177	74.418909
Nonhomestead 749,274,606	71.12	1,053,535,723	25.581091
Total 2,742,366,185		4,118,415,900	100.000000

DETERMINATION OF CURRENT BASE PROPORTIONS

(K)	(L)	(M)	(N)	(O)	(P)	(Q)
Local Base Proportion for the 2006 Assessment Roll	Updated Local Base Proportion	Prospective Current Base Proportion Column (I) Prorated to 100.00	Adjusted Base Proportion used for Prior Tax Levy	% difference between prior Adjusted Base Proportion and Prospective Current	Maximum Current Base Proportion	Current Base Proportions
		(L/sum of L)		((M/N)-1*100)	(N*1.05)	
Homestead 45.8495	45.059706	44.124450	43.709720	0.95	44.124450	
Nonhomestead 54.1506	57.059881	55.875550	56.290280	-0.74	55.875550	
Total 100.000000	102.119587	100.000000	100.000000		100.000000	

signature _____
 title _____
 date _____

* I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
 CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
 LEVY OF TAXES ON THE 2022 ASSESSMENT ROLL

Approved Assessing Unit Town of Haverstrai 392200
 Name of Portion Haverstraw T.O.V 392289

CERTIFICATION

DETERMINATION OF BASE PERCENTAGES

Section I	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value	(D) 2007 Adjustment Factor Used	(E) Adjusted Market Value	(F) Base Percentages
Homestead	1,273,449,852	100.00	1,273,449,852	1.022900	1,302,611,854	68.021219
Nonhomestead	1,284,553,508	208.50	616,092,810	0.994000	612,396,253	31.978781
Total	2,558,003,360		1,889,542,662		1,915,008,106	100.000000

DETERMINATION OF CURRENT PERCENTAGES

Section II	(G) 2022 Taxable Assessed Value	(H) 2022 Class Equalization Rate	(I) Estimated Market Value	(J) Current Percentages
Homestead	834,064,449	65.02	1,282,781,373	71.050848
Nonhomestead	407,308,912	77.93	522,659,967	28.949152
Total	1,241,373,361		1,805,441,340	100.000000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III	(K) Local Base Proportion for the 2006 Assessment Roll	(L) Updated Local Base Proportion	(M) Prospective Current Base Proportion Column (L)	(N) Adjusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion (M/N)-1*100	(P) Maximum Current Base Proportion	(Q) Current Base Proportions
Class		K*(J/F)	(L/sum of L)			(N*1.05)	
Homestead	33.830450	35.337240	37.104150	38.715380	-4.16		37.104150
Nonhomestead	66.169550	59.900732	62.895850	61.284620	2.63		62.895850
Total	100.000000	95.237972	100.000000	100.000000			100.000000

signature

title

date

I, the clerk of the legislative body of the approved
 assessing unit identified above, hereby certify
 that the legislative body determined on _____
 base percentages, current percentages, and
 current base proportions as set forth herein for the
 assessment roll and portion as identified above.

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2022 ASSESSMENT ROLL

Approved Assessing Unit: Town of Haverstraw
Name of Portion: Haverstraw - Stony

CERTIFICATION

DETERMINATION OF BASE PERCENTAGES

Section I	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) 2007 Adjustment Factor Used	(E) Adjusted Market Value (C*D)	(F) Base Percentages (E/sum of E)
Homestead	2,581,876,800	100.00	2,581,876,800	1.010500	2,608,986,506	76.214493
Nonhomestead	1,572,157,529	191.56	820,712,847	0.992100	814,229,215	23.785507
Total	4,154,034,329		3,402,589,647		3,423,215,722	100.000000

DETERMINATION OF CURRENT PERCENTAGES

Section II	(G) 2022 Taxable Assessed Value	(H) 2022 Class Equalization Rate	(I) Estimated Market Value G/(H/100)	(J) Current Percentages (I/sum of I)
Homestead	1,697,275,701		65.03	74.546812
Nonhomestead	545,652,320		61.23	25.453188
Total	2,242,928,021		3,501,140,695	100.000000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III	(K) Local Base Proportion for the 2006 Assessment Roll	(L) Updated Local Base Proportion	(M) Prospective Current Base Proportion Column (L) Priorated to 100.00	(N) Adjusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1**100)	(P) Maximum Current Base Proportion	(Q) Current Base Proportions
Class		K*(J/F)	(L/sum of L)			(N*1.05)	
Homestead	46,030,170	45.022965	43.806550	44.896390	-2.43	43.806550	
Nonhomestead	53,969,930	57.753934	56.193450	55.101610	1.98	56.193450	
Total	100,000,000	102.776799	100.000000	100.000000		100.000000	

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

signature

title

date

	2021 Adj. Base Proportions			2022 Adj. Base Proportions	
	Homestead	Non Homestead		Homestead	Non Homestead
Town of Haverstraw	43.70972	56.29028		44.12445	55.87555
Town outside the Villages	38.71538	61.28462		37.10415	62.89585
Thiells Roseville	31.93039	68.06961		32.23373	67.76627
Moleston	66.26728	33.73272		63.51056	36.48944
Ambulance	43.21009	56.78991		43.62059	56.37941
Lighting	32.11077	67.88923		32.41583	67.58417
Water	36.52570	63.47430		36.87269	63.12731
Sewer 1	39.47526	60.52474		39.85027	60.14973
Sewer 2	5.97896	94.02104		6.03576	93.96424
Sewer 3	41.41869	58.58131		41.81217	58.18783

Federal Tax ID # 13-6007298

INTERMUNICIPAL AGREEMENT

TOWN OF HAVERSTRAW

Partial Reimbursement of Law Enforcement Overtime
For Counterterrorism Training

THIS AGREEMENT made the _____ day of _____, 2022, by and between the **COUNTY OF ROCKLAND**, 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**, a municipal corporation of the State of New York, having its principal office at 101 West Ramapo Road, Garnerville, NY 10923, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS, the **COUNTY** wishes to financially assist the **MUNICIPALITY** in its law enforcement and make a partial reimbursement of Homeland Security grant funds from the LETPP and SHSP grants to **MUNICIPALITY** for law enforcement purposes only, and

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

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in in **Resolution No. 490 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 for reimbursement of law enforcement overtime for counterterrorism training.
2. **TERM:** The professional services rendered and performed by the **MUNICIPALITY** under this agreement shall commence **September 1, 2019** and terminate **August 31, 2022**.
3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **FORTY-FOUR THOUSAND NINETY-THREE AND 00/100 (\$44,093.00) DOLLARS**. **MUNICIPALITY** agrees that the aforesaid **FORTY-FOUR THOUSAND NINETY-THREE AND 00/100 (\$44,093.00) DOLLARS** shall be solely and exclusively used for the purpose of partial reimbursement of law enforcement overtime related to Counterterrorism training.
- 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,

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**. 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.

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. 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**.

7. 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.

8. 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.

9. 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.

10. 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.

11. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY. In the event of early termination, the COUNTY agrees to pay the MUNICIPALITY for work performed up to the date of termination, subject to the not to exceed amount set forth in Paragraph 3 of this agreement.

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. 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.

14. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable, where the original follows within ten (10) days. Failure to timely provide original signatures will be a ground for termination by COUNTY.

15. RECORD KEEPING AND AUDIT: The Contractor 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 Contractor 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.

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

OFFICE OF THE SHERIFF

By: _____
LOUIS FALCO III
Sheriff

Dated: _____

TOWN OF HAVERSTRAW

By: _____
PETER MURPHY, Chief
Town of Haverstraw Police Department

Dated: _____

DEPARTMENT OF LAW

Approved for signature of
County Executive

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

2022-02954

**APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS**

Agency Code: 01077

Contract Number: C972992

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES), and represents an amendment to the grant contract executed between DHSES and Rockland County

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DHSES and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract, and are annotated below. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DHSES and the Grantee Agency.

Amendment detail C972992:

Amendment Type - Reallocation/Workplan
Contract Start Date - 09/01/2019
Contract End Date - 08/31/2022
Contract Amount - \$186,196.00

Amendment created on - 02/23/2022
Prior Contract Terms
Contract Start Date - 09/01/2019
Contract End Date - 08/31/2022
Contract Amount - \$186,196.00

Amended documents attached:

Program Budget
Program Workplan
Contract Special Conditions

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

<p>GRANTEE: BY: Edwin Day , County Executive Date: 02/28/2022</p>	<p>NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES BY: Eric Abramson , Director of Grants Program Administration Date: 02/28/2022</p>
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURES _____ Title: _____ Date: _____</p>

Award Contract
 Project No. Grantee Name
 LE19-1045-D01 Rockland County

02/28/2022

Appendix B - Project Budget

Budget Summary by Participant

Rockland County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	P1 - Overtime/Backfill for Counter-Terrorism Training - Meets PRICE Cap requirement when leveraged with Rockland SHSP	1	\$96,196.00	\$96,196.00	\$96,196.00	\$0.00
Total				\$96,196.00	\$96,196.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	E1 - Hardware and Software for the Rockland County Police Information Network	1	\$63,504.04	\$63,504.04	\$63,504.04	\$0.00
Total				\$63,504.04	\$63,504.04	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	AO1 - Rental Costs for REACT Team Facility	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
2	AO3 - Maintenance Related to Grant-Funded Equipment	1	\$6,295.96	\$6,295.96	\$6,295.96	\$0.00
3	AO2 - Miscellaneous Costs Related to Law Enforcement Trainings/Conferences	1	\$5,200.00	\$5,200.00	\$5,200.00	\$0.00
Total				\$26,495.96	\$26,495.96	\$0.00

Rockland County Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$186,196.00	\$186,196.00	\$0.00

Rockland County Sheriffs Office

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$186,196.00	\$186,196.00	\$0.00

Award Contract

Project No. LE19-1045-D01
Grantee Name Rockland County

02/28/2022

Appendix D - Program Workplan and Special Conditions

Work Plan

Goal

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter terrorism capabilities. Rockland County will use FY2019 funds for hardware and software for the Rockland County Police Information Network.

Task #1 for Objective #1

Purchase allowable information technology equipment for police network. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement counter-terrorism response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #1

Provide maintenance on grant funded equipment.

Performance Measure

- 1 Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the response capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

The development and implementation of an training program, in order to test capabilities and evaluate gaps. Rockland County will use FY2019 funding to provide training for the counter terrorism team to continue to enhance their expertise and tactics so that they will be well trained and prepared in the event of a mass casualty or active shooter attack.

Task #1 for Objective #2

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

Performance Measure

- 1 Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the law enforcement counter terrorism response team capabilities in the jurisdiction.

Task #2 for Objective #2

Continue building rental services for REACT Team equipment and training.

Performance Measure

- 1 Identify services received and paid for. Describe how the project enhanced operational capabilities in the jurisdiction.

Award Contract

Project No. **Grantee Name**
LE19-1045-D01 Rockland County

02/28/2022

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhses.ny.gov/grants/eph.cfm>.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive Law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. Nationwide Cyber Security Review

1. Completion of the Nationwide Cyber Security Review (NCSR) by the end of Calendar Year 2019 is a mandatory requirement under this Contract and a condition of funding. The NCSR enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nation's state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit <https://www.cisecurity.org/ms-isac/services/ncsr/> or email ncsr@cisecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Award Contract

Project No. **Grantee Name**
LE19-1045-D01 Rockland County

02/28/2022

Appendix D - Program Workplan and Special Conditions

Work Plan

Goal

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter terrorism capabilities. Rockland County will use FY2019 funds for hardware and software for the Rockland County Police Information Network.

Task #1 for Objective #1

Purchase allowable Information technology equipment for police network. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement counter-terrorism response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #1

Provide maintenance on grant funded equipment.

Performance Measure

- 1 Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the response capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

The development and implementation of an training program, in order to test capabilities and evaluate gaps. Rockland County will use FY2019 funding to provide training for the counter terrorism team to continue to enhance their expertise and tactics so that they will be well trained and prepared in the event of a mass casualty or active shooter attack.

Task #1 for Objective #2

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

Performance Measure

- 1 Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the law enforcement counter terrorism response team capabilities in the jurisdiction.

Task #2 for Objective #2

Continue building rental services for REACT Team equipment and training.

Performance Measure

- 1 Identify services received and paid for. Describe how the project enhanced operational capabilities in the jurisdiction.

Award Contract

Project No. **Grantee Name**
LE19-1045-001 Rockland County

02/28/2022

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhss.ny.gov/grants/eph.cfm>.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

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TOWN OF HAVERSTRAW

PROJECT NAME: HAVERSTRAW RECREATION COMPLEX - PHASE I

CONTRACT 1 - GENERAL SITE CONSTRUCTION

PROJECT LOCATION: TOWN OF HAVERSTRAW, COUNTY OF ROCKLAND, STATE OF NEW YORK

CONTRACTOR: ATHLETIC FIELDS OF AMERICA

Description and Purpose of Change Order:

Labor and materials to construct a 2x2 Catch Basin to eliminate area of ponding identified in the eastern parking lot (PCO-11).

SUPPLEMENTAL ITEMS:

Item No.	Description	Unit	Quantity	Unit Price	Amount
CO10-L	2x2 CATCH BASIN (PCO-11)	LS	1	\$ 5,899.80	\$ 5,899.80
					\$ 5,899.80

CHANGE IN CONTRACT PRICE

Original Contract Amount: \$ 7,629,000.00
 Adjusted Amount Based on Change Order (#1-#8): \$ 7,902,123.88

Net Increase/Decrease this Change Order: \$ 5,899.80

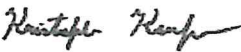
[(+) Increase or (-) Decrease] \$ 5,899.80 0.08%
 [(+) Increase or (-) Decrease] \$ 273,123.88 3.58%

This Change Order
 In Total Contract to Date

CHANGE IN CONTRACT TIME

Original Contract Time: _____ 0
 Net Change from Previous Change Orders: _____ 0
 Net Change from Current Change Order: _____ 0
 Adjusted Amount Based on Change Order (#1-#9): _____ 0

Municipal Approval

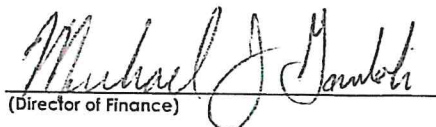


 (Project Manager) 10/05/2022 (Date)



 (Town Supervisor) 10/5/22 (Date)

Accepted: _____
 (Contractor) (Date)



 (Director of Finance) 10/5/22 (Date)

Athletic Fields of America agrees that the Five Thousand Eight Hundred Ninety-Nine Dollars and 80/100: \$5,899.80 price and the zero (0) day time extension set forth in the Change Order is full compensation for the Work required to be performed pursuant to this Change Order and Athletic Fields of America, its officers, employees, successors, and assigns, hereby releases the Owner, its members, officers, employees, and consultants of any and all claims including, but not limited to disruption, delay, loss of productivity, idle and standby time for persons and equipment, home office overhead, extended or disrupted performance, additional mobilizations, remobilizations, indirect or impact claims, loss of profit, together with any other damages, that relate in any way to the work described herein.

JUSTICE COURT
TOWN OF HAVERSTRAW

ONE ROSMAN ROAD
GARNERVILLE, NEW YORK 10923
845-947-0020
FAX 845-947-0097
townofhaverstraw.org



JOHN K. GRANT
Town Justice

IVONNE S. SANTOS
Town Justice

TO: Howard Phillips, Supervisor
Haverstraw Town Board

OBJECTIVE: Order court room audio/video equipment with accessories for mounting and usb capability and an enclosed cork bulletin board.

PROPOSAL:

With a television in the court room, this will help to show video footage being used as evidence during Jury Trials and Bench Trials. This will allow all parties to view the video at once and not have to gather around a laptop brought in by an Attorney.

An enclosed cork bulletin board will allow us to post important messages/postings without the capability of anyone discarding these announcements without authority.

SOLUTION: Order audio/video equipment that will give the audience capability of viewing important slide show messages and vital video evidence used as exhibits during court proceedings

Quotes obtained:

Smart TV

Walmart.com : \$368.00

Bestbuy.com : \$479.99

Amazon.com : \$349.99

Cork Board

Globalindustrial.com : \$399.95

Schooloutfitters.com : \$362.88

Homedepot.com : \$478.37

An application for reimbursement from the Justice Court Assistance Program will be submitted prior to the October 14, 2022 deadline for the 2023 fund.

Submitted by:

Michelle Ventura
Michelle Ventura, Court Clerk

JUSTICE COURT
TOWN OF HAVERSTRAW

ONE ROSMAN ROAD
GARNERVILLE, NEW YORK 10923
845-947-0020
FAX 845-947-0097
townofhaverstraw.org



JOHN K. GRANT
Town Justice

IVONNE S. SANTOS
Town Justice

To: Raquel Ventura, Town Clerk
From: John K. Grant, Town Justice
Re: Application for funding from the Justice Court Assistance Program
Date: October 4, 2022

The Town Court is requesting authorization from the Town Board to apply for funding from the Justice Court Assistance Program during the upcoming grant cycle. One required component of that application is a Resolution from the Town Board authorizing the Town Court to apply for this funding.

"The Board of the Town of Haverstraw authorizes the Town of Haverstraw, Town Court to apply for a JCAP grant in the 2022-23 grant cycle up to \$5,000.00."

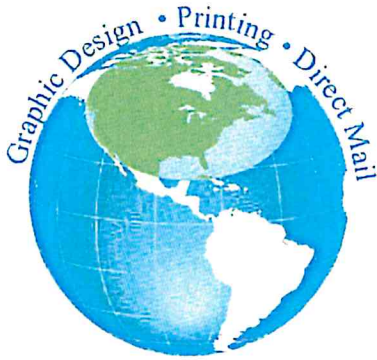
While the Resolution may include one or more "WHEREAS" clauses, it is essential that the "Be it RESOLVED" portion of the Town Board's resolution be worded exactly as one of the options indicated above.

In addition, the Board Resolution must be certified.

The deadline for our application is Thursday, October 14, 2022.

Thank you for your attention to this matter and for your help with the Court's application.

John K. Grant
Town Justice



Star Press
614 Corporate Way
Suite 8
Valley Cottage New York 10989
starpress9@aol.com
P: 845-268-2294

QUOTE

Quote EST-0003870
Date: 10/01/2022

Michael Gamboli
Town of Haverstraw

Dear Olivia,

Regarding your recent inquiry, the quote you requested has been provided below.

Item Title	Town of Haverstraw Newsletter
Description	20 page self cover
Artwork	Artwork Supplied
Color	CMYK full colour process
Size	Letter: 11 x 8.50 In.
Material	80lb Gloss Text
Delivery	To Monsey BMC, then to local post offices in the Town
Finishing	Cut, Fold and Saddle Stitch, Carrier Route in mail bags.
Proofs	PDF
Packing	Extras to the Town
Notes	Postage not included in estimate. A postage amount will be provided once Town supplies route list.

Quantity	Qty: 14000
Price ex Tax	\$7,934.30
Tax	\$0.00
Price inc Tax	\$7,934.30

Active Residential

Pomona — 10970
Thrivets — 10984
Garnerville — 10923
West Haverstraw — 10993
Village of Haverstraw — 10927

Kind regards,
Marino Nicolich



Carrot-Top Industries, Inc.
 328 Elizabeth Brady Road
 Hillsborough NC 27278
 United States

Quote

#Q55584

9/27/2022

Bill To
 Ryan Reynolds
 Town of Haverstraw
 1 Rosman Rd
 Garnerville NY 10923
 United States
 (845) 521-1710

Ship To
 Ryan
 Town of Haverstraw
 1 Rosman Rd
 Garnerville NY 10923
 United States
 (845) 521-1710

Expires
 10/27/2022

Sales Rep
 Jessica Morales

Shipping Method
 FedEx Ground®

Quantity	Item	Options	Rate	Amount
4	AA188 25X40' NYLON U.S. FLAG		\$1,286.25	\$5,145.00

This item is currently experiencing extended lead times.

Subtotal	\$5,145.00
Shipping Cost	\$85.84
Discount	
Tax Total (%)	\$0.00
Total	\$5,230.84



Q55584

SETTLEMENT AGREEMENT

The SETTLEMENT Agreement is entered into effective as of September ____, 2022 and between the Town of Haverstraw ("Haverstraw") having its principal place of business located at One Rosman Road, Garnerville, New York 10923-1799, and Safety National Casualty Corporation ("Safety National"), a Missouri Corporation, having its principal place of business at 1832 Schuetz Road, St. Louis, Missouri 63146.

WHEREAS the Parties now wish to fully and finally terminate and settle all the respective liabilities and obligations of the Parties to each other relating to the specific workers' compensation claim filed by or on behalf of _____ (the "Claim"), under Safety National Policy Number SP-4318-NY, dates of coverage _____ (the "Policy");

NOW, THEREFORE, in consideration of the covenants set forth herein and the payment to be made hereunder, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties mutually agree as follows:

Article 1: Settlement

In exchange for the mutual releases contained in Article 2 below, Safety National agrees to pay to **Haverstraw** 75% of all current reimbursement request amount over the Self-Insured Retention for the above noted Claim under the Policy period, which is the lump sum of Two Hundred Forty-One Thousand Eight-Hundred and Five dollars and 77/100 (\$241,805.77) as well as 75% of all Future Reimbursements Safety National determines, in its sole and absolute discretion, that it owes Haverstraw for the Claim under the Policy ("Settlement Funds"), representing a full and final payment for all workers' compensation liabilities, including but not limited to medical expenses, indemnity payments, permanent partial/permanent total disability liabilities and/or loss adjustment expenses, arising out of the Claim. All amounts sought for reimbursement under this Article must be actually paid by **Haverstraw**, be related to the Claim, and covered under the Policy ("Future Reimbursement"). Further, Safety National reserves the right, in its sole and absolute discretion, to determine the reasonableness of any Future Reimbursement request.

Safety National agrees to make full lump sum payment portion of the Settlement Funds to **Haverstraw** within fourteen (14) calendar days following final execution of this Agreement.

Article 2: Release

- A. By accepting the Settlement described in Article 1 above, **Haverstraw**, on behalf of itself and all of its subsidiary or affiliated entities, as well as its past or present officers, directors, employees, attorneys, consultants, agents, representative, successors and permitted assigns, hereby unconditionally and irrevocably releases, indemnifies, acquits, and forever discharges Safety National and all of its subsidiary or affiliated entities, as well as its past or present officers, directors,

employees, attorneys, consultants, agents, representatives, successors and permitted assigns (collectively, the "Safety National Party or Parties") from and against any and all payment obligations, adjustments, obligations, offsets, actions, causes of action, suits, debts, dues, sums of money, liabilities, losses, salvage, reckonings, bonds, bills, covenants, contracts, controversies, agreements other than as contained in this Settlement Agreement, promises, variances, damages, judgments, expenses, acts, omissions, executions, claims and demands whatsoever, all whether known or unknown in law or in equity, in contract or in tort, for amounts due under, or relating to, arising from or attributable to the Claim, it being the intent of the Parties that this Settlement Agreement shall operate as a full and final settlement of each of Safety National's past, present and future obligations to Haverstraw solely with respect to the Claim.

- B. In consideration of its receipt of the Settlement Funds, Haverstraw agrees that it will not demand, claim, file suit or institute arbitration proceedings against Safety National with respect to any payment obligations or other matter arising from or in connection with the Claim.
- C. The Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law known or believed to exist with respect to the matters released herein. Nonetheless, the Parties agree that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or law. The Parties expressly waive any and all rights that they may have under any statute or common law principle that would limit the effect of the foregoing release to those matters actually known or suspected to exist at the time of execution of this Agreement.
- D. Safety National's payment of the Settlement Funds under this Settlement Agreement shall be the sole consideration offered by Safety National to Haverstraw for the releases provided in this Settlement Agreement.

Article 3: General

- A. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting the Agreement. This Agreement has been drafted jointly by legal counsels representing each respective Party and shall not be construed against either Party based on authorship.
- B. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- C. This Settlement Agreement shall constitute the entire agreement between the Parties to the Settlement Agreement related to the subject matter herein and this Settlement Agreement may not be amended, except by a written Amendment executed by each of the Parties.

- D. This Agreement may be amended only by a written instrument executed by the Parties hereto.
- E. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to principles of conflicts of law.
- F. This Settlement Agreement is not valid unless fully executed by both Parties.
- G. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document.
- H. If any provision of this Settlement Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.
- I. This Settlement Agreement was negotiated by the parties at arm's length. Each Party is relying on its own due diligence to determine such facts and law, as it deems appropriate before entering into this Settlement Agreement.
- J. This Settlement Agreement shall be enforceable in any court having jurisdiction of the subject matter and the relevant party or Parties.
- K. Each Party represents and warrants to the other that the individual signing this Settlement Agreement is duly authorized to do so on behalf of the Party for whom the individual is signing. The execution and delivery by such Party of this Settlement Agreement and the performance by such Party of its obligations hereunder and the settlement by such Party of the transactions contemplated hereby and thereby do not and will not require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any person.
- L. Each Party represents and warrants that they have read and understood the contents of this Agreement, have had an opportunity to consult with counsel before signing the Agreement and that they have executed this Agreement knowingly, voluntarily, and willfully.
- M. This Agreement is and may be pleaded as a full and complete defense to, and is and may be used as the basis for injunction against, the prosecution of any lawsuit or other proceeding, including any arbitration, which seeks any recovery or relief contrary to the terms of this Agreement.
- N. Any and all statements, communications, or notices to be provided pursuant to this Agreement shall be in writing and sent by email (via .pdf attachment) or

overnight mail. Such notices shall be sent to the individual listed below, or to such other individual as the respective Party may designate in writing from time to time:

Haverstraw:

One Rosman Road Garnerville, NY 10923-1799
Safety National:

Maggie Smith
Regional Claims Manager
Safety National
1832 Schuetz Road
St. Louis, MO 63146
Maggie.smith@safetynational.com

With a copy to:

Bryan Mauller
Vice President and Assistant General Counsel
Safety National
1832 Schuetz Road
St. Louis, MO 63146
Bryan.mauller@safetynational.com

Article 4: Confidentiality

The Parties agree to keep the terms of this Settlement Agreement confidential with the exception of auditors, consultants, legal advisors, reinsurance intermediaries, legal authorities with competent jurisdiction over such Party and/or any quota share reinsurers or retrocessionaires that may be affected by the Settlement Agreement. The terms hereof will remain confidential only to the extent allowed by law. Before disclosure to such authorized person or entity, the party making such disclosure shall advise such person or entity that this Settlement Agreement and its terms are confidential. If disclosure is required by law or court order, the Party from which disclosure is sought shall notify the other party immediately in order to permit the other Party to object or otherwise oppose such disclosure.

SIGNATURE PAGE TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their respective authorized officers this _____ day of _____, 2022.

Safety National Casualty Corporation

By: _____

Print Name and Title: _____

Date: _____

The Town of Haverstraw

By: _____

Print Name and Title: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
ROCKLAND REGIONAL RESCUE, ENTRY AND COUNTER TERRORISM TEAM
(REACT)

Resolution No. 441 of 2022

This Memorandum of Understanding (MOU) is entered into by and between the following law enforcement departments: Rockland County Sheriff's Department, Haverstraw Town Police Department, Orangetown Police Department, Piermont Police Department, Ramapo Police Department, Stony Point Police Department, and the Suffern Police Department, this ____ day of _____, 2022.

WHEREAS, in view of the catastrophic terrorist activity in the New York Metropolitan area, as well as the possibility of future acts of terror and other non-terror related major emergencies and necessary security precautions it is proposed that the Rockland Regional Rescue, Entry and Counter Terrorism (REACT) Team be established, and the above law enforcement departments enter into this MOU.

WHEREAS, the joint exercise of law enforcement powers' and authority is specifically authorized by New York State General Municipal Law § 209-m; and

WHEREAS, N.Y.S G.M.L. § 209-m empowers law enforcement officers to exercise their powers outside of their normal jurisdictions with the same powers, duties, rights, benefits, privileges, and immunities as if they were performing their duties in the local government in and by which they are normally employed, when assistance is requested; and

WHEREAS the governing bodies of the undersigned counties and municipalities, hereinafter denominated as" signatories," have determined that it is in the public interest and of mutual advantage to enter into an agreement for the provision of inter-agency police services.

NOW THEREFORE, pursuant to the above consideration, and the covenants and mutual benefits herein expressed, the parties hereby agree as follows:

I. PURPOSE It is the intent of the signatories to secure through the mechanisms hereby created:

- a. More efficient utilization of police services and resources;
- b. An enhanced degree of cooperation between law enforcement agencies within the participating communities;
- c. More timely and effective response to calls for specialized police assistance; and
- d. Adequate manpower levels of highly trained law enforcement officers to resolve crisis, high risk situations, and protect against terrorist activity.

II. DURATION

This agreement will take effect between and among those signatories that are party to it upon execution by their respective governing bodies; and will remain in full force and effect for each and every signatory from January 1, 2022- December 31, 2023 until the governing body of any one or more signatory(ies) notifies the governing body of each and every other signatory of their withdrawal in writing, it is specifically understood and agreed by and among the signatories that the withdrawal of any one or more parties does not work a nullification of this agreement, nor otherwise require its redrafting or re-execution.

III. PARTICIPATION

This agreement is strictly voluntary in nature and places no jurisdiction, participating in it under any obligation to respond to a request to a request for REACT Team services that it is unable or unwilling to honor. All participating jurisdictions should make every accommodation possible to allow team members the opportunity to assist when requested for services and for training.

IV. INDEMNIFY AND HOLD HARMLESS

The MUNICIPALITY and the COUNTY, as the case may be,(the 'INDEMNIFYING PARTY") each agree to protect, indemnify and hold harmless the other party(together with its respective officers, employee, agents and independent contractors, the "INDEMNIFIED PARTY") from and against all claims, actions and suits and will defend the INDEMNIFIED PARTY, at its own cost and at no cost to the INDEMNIFIED PARTY 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 activities or omissions of the INDEMNIFYING PARTY, any of its officers employees, agents, or independent contractors under this agreement, These indemnification provisions are for the protection of the INDEMNIFIED PARTY only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.

MUTUAL AID PACT/AGREEMENT

The undersigned do hereby support the concepts and procedures established by the Rockland Regional Rescue, Entry and Counter Terrorism (REACT) Team Standards and Oversight Committee (SOC).

(THIS SPACE INTENTIONALLY LEFT "BLANK")

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

CHIEF ANDREW LOUGHLIN
Suffern Police Department

Dated _____

CHIEF PETER MURPHY
Haverstraw Police Department

Dated: _____

CHIEF DONALD BUTTERWORTH
Orangetown Police Department

Dated: _____

CHIEF JAMES HURLEY
Piermont Police Department

Dated: _____

CHIEF MARTIN REILLY
Ramapo Police Department

Dated: _____

SHERIFF LOUIS FALCO, III
Rockland County Sheriff's Office

Dated _____

CHIEF EDWARD FINN
Stony Point Police Department

Dated: _____

DEPARTMENT OF LAW

COUNTY OF ROCKLAND

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Dated: _____

**HAVERSTRAW TOWN BOARD
OCTOBER 11, 2022**

THE TOWN OF HAVERSTRAW POLICE HONOR GUARD

PRESENTING THE COLORS

1. **PLEDGE OF ALLEGIANCE**

RETIRE THE COLORS

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

3. **APPOINTMENT OF POLICE LIEUTENANT – JAMES HANSEN**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF POLICE CHIEF PETER MURPHY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE APPOINTMENT OF JAMES HANSEN OF WEST NYACK, NEW YORK TO THE POSITION OF POLICE LIEUTENANT AT THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, EFFECTIVE OCTOBER 11, 2022.

4. **ADOPTION OF MINUTES**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF SEPTEMBER 29, 2022 AND SPECIAL TOWN BOARD MEETING OF OCTOBER 3, 2022.

5. **PAYMENT OF BILLS**

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

6. **ACCEPTANCE OF REPORTS**

NONE

7. **ADOPTION OF HOMESTEAD ADJUSTED BASE PROPORTIONS FOR THE TOWN OF HAVERSTRAW**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CHARLES J. ZABA, ASSESSOR, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ADOPT THE HOMESTEAD ADJUSTED BASE PROPORTIONS TO BE USED FOR THE 2023 TOWN TAX LEVY.

8. **AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND THE COUNTY OF ROCKLAND – OVERTIME FOR COUNTERTERRORISM TRAINING**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ROCKLAND FOR REIMBURSEMENT FOR OVERTIME FOR COUNTERTERRORISM TRAINING UNDER THE STATE HOMELAND SECURITY PROGRAM (SHSP) AND LETPP HOMELAND SECURITY GRANT PROGRAM FOR THE PERIOD SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2022, IN THE AMOUNT OF \$44,093.00 FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT.

9. **APPROVAL OF CHANGE ORDER NO. 10 FOR THE CONSTRUCTION OF PHASE 1 OF THE HAVERSTRAW RECREATION COMPLEX- GENERAL SITE CONSTRUCTION**

BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 10 WITH ATHLETICS FIELDS OF AMERICA OF MONTVILLE, NEW JERSEY FOR LABOR AND MATERIALS TO CONSTRUCT A 2X2 CATCH BASIN TO ELIMINATE AREA OF PONDING IDENTIFIED IN THE EASTERN PARKING LOT AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX IN THE AMOUNT OF \$5,899.80.

10. **AUTHORIZATION FOR THE TOWN OF HAVERSTRAW, TOWN COURT TO APPLY FOR A JCAP GRANT**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW AUTHORIZES THE TOWN OF HAVERSTRAW, TOWN COURT TO APPLY FOR A JCAP GRANT IN THE 2022-23 GRANT CYCLE UP TO \$5,000.00.

11. **AWARD OF RFP NO. 8-2022– PRINTING AND MAILING OF 2022 TOWN OF HAVERSTRAW NEWSLETTER**

RESOLVED, THAT TWO (2) REQUESTS FOR PROPOSAL WERE SUBMITTED TO MICHAEL GAMBOLI, DIRECTOR OF FINANCE, PRINTING AND MAILING THE 2022 TOWN OF HAVERSTRAW NEWSLETTER, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP NO. 8 - 2022 TO STAR PRESS OF VALLEY COTTAGE, NEW YORK, AT A COST OF \$7,934.30, THE LOWEST PROPOSAL.

12. **AWARD OF RFQ NO. 20-2022 – PURCHASE FOUR (4) 25 X 40’ NYLON US FLAGS – TOWN OF HAVERSTRAW**

RESOLVED, THAT TWO (2) REQUESTS FOR QUOTES WERE SUBMITTED TO GEORGE BEHN, BUILDING INSPECTOR, TO PURCHASE FOUR (4) 25 X 40’ NYLON US FLAGS TO BE INSTALLED ON TOWN OF HAVERSTRAW FLAG POLES, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO CARROT-TOP INDUSTRIES, INC. OF HILLSBOROUGH, NORTH CAROLINA, AT A COST OF \$5,230.84 THE LOWEST QUOTE.

13. **APPROVAL OF SETTLEMENT AGREEMENT WITH SAFETY NATIONAL CASUALTY CORPORATION**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH SAFETY NATIONAL CASUALTY CORPORATION REGARDING WORKER’S COMPENSATION SETTLEMENT FOR EMPLOYEE # SYS-005450.

14. **AUTHORIZATION TO PURCHASE ONE (1) 2023 CHEVROLET TAHOE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE CONTRACT**

RESOLVED, BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE, PETER MURPHY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) 2023 CHEVROLET TAHOE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE CONTRACT #PC69048 TO DENOOYER CHEVROLET IN ALBANY, NY AT A COST OF \$61,797.50.

15. **MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ROCKLAND AND TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH ROCKLAND COUNTY AS A PARTICIPATING AGENCY OF THE ROCKLAND REGIONAL RESCUE, ENTRY AND COUNTER TERRORISM TEAM (REACT).

PRESENTATION OF DISTINGUISHED SERVICE AWARDS FOR HISPANIC HERITAGE MONTH