

**HVERSTRAW TOWN BOARD
MARCH 28, 2023**

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 MARCH 14, 2023.

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

NONE

6. APPOINTMENT OF VICTORIA VITELLI - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPOINT VICTORIA VITELLI OF MOUNT VERNON, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HVERSTRAW POLICE DEPARTMENT EFFECTIVE MARCH 28, 2023 AND BE IT FURTHER

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

7. ADVERTISE FOR BIDS – BID NO. 4-2023 - 2023 BUS TRANSPORTATION FOR HVERSTRAW SENIOR CITIZENS

RESOLVED, THAT THE TOWN CLERK BE AND SHE IS HEREBY AUTHORIZED TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 11:00 A.M. ON THURSDAY, APRIL 20, 2023 FOR THE PROVISION OF BUS TRANSPORTATION FOR THE HVERSTRAW SENIOR CITIZENS CLUB FOR THE YEAR 2023 IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. BIDDERS SHALL INCLUDE WITH THEIR BIDS A STATEMENT OF THEIR TERMS FOR CANCELLATION OF TRIPS AND ANY CANCELLATION CHARGE THEY MAY HAVE AND THAT BIDS WILL PROVIDE FOR THE USE OF NOT LESS THAN FIFTY-SIX (56) PASSENGERS, KNEELING BUSES WITH LAVATORY ON BOARD. ALL BUSES SHALL BE EQUIPPED WITH SENIOR STEPS. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLISION WITH THEIR BIDS.

8. **AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND TAMBLIN ENGINEERING, PLLC- BOWLINE POINT PARK – POOL AND DECK REPLACEMENTS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH TAMBLIN ENGINEERING, PLLC OF MANLIUS, NEW YORK FOR PROVIDING DESIGN AND BID PHASE SERVICES, AND CONSTRUCTION ADMINISTRATION SERVICES, POOL GUTTERS AND DECK REPLACEMENT AT BOWLINE POINT PARK FOR A FEE OF \$37,500.

9. **AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND TAMBLIN ENGINEERING, PLLC – BOWLINE POINT PARK – CHEMICAL BULK STORAGE ANNUAL AND 3-YEAR INSPECTION 2023**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH TAMBLIN ENGINEERING, PLLC OF MANLIUS, NEW YORK FOR THE BOWLINE POINT PARK CHEMICAL BULK STORAGE ANNUAL AND 3 – YEAR INSPECTION 2023 FOR A FEE OF \$9,900.

10. **AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND TAMBLIN ENGINEERING, PLLC- BOWLINE POINT PARK – SHORELINE RESTORATION**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH TAMBLIN ENGINEERING, PLLC OF MANLIUS, NEW YORK FOR THE BOWLINE POINT PARK SHORELINE RESTORATION AS SPECIFIED IN THE PROPOSAL FOR A FEE OF \$41,500.

11. **AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND TAMBLIN ENGINEERING, PLLC- BOWLINE POINT PARK - TENNIS/PICKLEBALL COURT IMPROVEMENTS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH TAMBLIN ENGINEERING, PLLC OF MANLIUS, NEW YORK FOR THE BOWLINE POINT PARK – TENNIS/PICKLEBALL COURT IMPROVEMENTS AS SPECIFIED IN THE PROPOSAL FOR A FEE OF \$14,500.

12. **AGREEMENT BETWEEN PODEROSA ENTERTAINMENT AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH PODEROSA ENTERTAINMENT OF BRONX, NEW YORK FOR THE PURPOSE OF PROVIDING MUSICAL ENTERTAINMENT FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 22, 2023 WITH RAIN DATE SUNDAY, JULY 23, 2023 FOR TWO (2) SETS FROM 8:00 P.M. – 8:45 P.M. AND 9:15 PM – 10:00 PM AT A COST OF \$3,300.

13. **AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND FIREWORKS EXTRAVAGANZA**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FIREWORKS EXTRAVAGANZA, OF PARAMUS, NEW JERSEY FOR THE PURPOSE OF PROVIDING A FIREWORKS DISPLAY ON FRIDAY, JUNE 30, 2023 WITH A RAIN DATE OF SATURDAY, JULY 1, 2023 AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE COST OF SAID AGREEMENT AT A COST OF \$60,000.00 WITH A 5% POSTPONEMENT FEE.

14. **APPROVAL OF PAYMENT FOR THE SUMMER AND FALL FITNESS CLASS INSTRUCTORS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AGREE TO COMPENSATE THE INSTRUCTORS OF THE SUMMER AND FALL FITNESS CLASSES AT BOWLINE POINT PARK AT A RATE OF \$65.00 PER CLASS.

15. **AWARD OF RFQ NO. 6-2023 –PURCHASE AND INSTALLATION OF ONE (1) ALL IN ONE LENNOVO COMPUTER - TOWN OF HAVERSTRAW JUSTICE COURT HARDWARE**

RESOLVED, THAT TWO (2) REQUEST FOR QUOTES WERE SUBMITTED TO MICHAEL GAMBOLI, DIRECTOR OF FINANCE FOR JUSTICE COURT AN ALL IN ONE COMPUTER -LENNOVO FOR THE TOWN OF HAVERSTRAW JUSTICE COURT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO NORTH MOUNTAIN DIGITAL VIA PC WAREHOUSE OF EAST HANOVER, NEW JERSEY, THE LOWEST QUOTE, AT A COST OF \$1,899.

16. **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ELINOBI M ROSARIO OVALLES (DJ WILLY) AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH ELINOBI M. ROSARIO OVALLES (DJ WILLY) OF GARNERVILLE, NEW YORK FOR THE PURPOSE OF DJ SERVICES FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 22, 2023 WITH RAIN DATE SUNDAY, JULY 23, 2023, AT A COST OF \$300.

17. **AWARD OF RFQ NO. 7 ---2023 – BLACK MULCH FOR TOWN FACILITIES THE PARKS DEPARTMENT MAINTAINS**

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR BLACK MULCH FOR TOWN FACILITIES THE PARKS DEPARTMENT MAINTAINS AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO MULCH RIGHT INC. OF GOSHEN, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$22.00 PER YARD.

18. AWARD OF RFQ NO. 8 -2023 – PLAYGROUND MULCH FOR THE PLAYGROUNDS AT BOWLINE POINT PARK

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR PLAYGROUND MULCH FOR THE PLAYGROUNDS AT BOWLINE POINT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO MULCH RIGHT INC. OF GOSHEN, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$20.00 A YARD.

19. AWARD OF RFQ NO. 9-2023 –BASEBALL CLAY TO BE USED ON TOWN OF HAVERSTRAW BALL FIELDS

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE PURCHASE OF BASEBALL CLAY TO BE USED AT TOWN OF HAVERSTRAW BALL FIELDS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 9 - 2023 TO MULCH RIGHT, INC. FROM GOSHEN, NY, THE LOWEST QUOTE, AT A COST OF \$65.50 A TON, WITH A \$100.00 DELIVERY CHARGE.

20. AWARD OF RFQ NO. 10-2023 –BEACH SAND TO BE USED AT BOWLINE POINT PARK

RESOLVED, THAT TWO (2) RFQs WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE PURCHASE OF BEACH SAND TO BE USED AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 10 - 2023 TO MULCH RIGHT, INC. FROM GOSHEN, NY, THE LOWEST QUOTE, AT A COST OF \$76.00 A TON, WITH A \$100.00 DELIVERY CHARGE.

21. AWARD OF RFQ NO. 11-2023 –INSTALLATION OF ENTRANCE AND EXIT GATE AUTOMATION SYSTEMS AT THE HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT FOUR (4) RFQs WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE INSTALLATION OF ENTRANCE AND EXIT GATE AUTOMATION SYSTEMS AT THE HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 11 - 2023 TO HOMESTEAD FENCE, INC. FROM WEST HAVERSTRAW, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$29,800.00, THE LOWEST QUOTE.

22. APPROVAL OF CHANGE ORDER NO. 11 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. 11 WITH ATHLETICS FIELDS OF AMERICA OF MONTVILLE, NEW JERSEY FOR THE INCREASE OF QUANTITIES AS SPECIFIED IN CHANGE ORDER NO. 11 FOR A NET INCREASE IN THE SUM OF \$7,759.10.

23. APPROVAL OF CHANGE ORDERS NOS. 4 - 6 - CONSTRUCTION OF MAINTENANCE BUILDING AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX

BASED UPON THE RECOMMENDATION OF BUILDING INSPECTOR GEORGE BEHN, THE TOWN BOARD HEREBY APPROVES CHANGE ORDERS NOS. 4-6 WITH BLUESCOPE CONSTRUCTION OF KANSAS CITY, MISSOURI FOR CO # 4 FOR PLUMBING FIELD CHANGES IN THE AMOUNT OF \$13,919.00; CO # 5 FOR ADDED CONCRETE AT FRONT OF BUILDING IN THE AMOUNT OF \$15,057.00 AND CO # 6 FOR REVISED ELECTRICAL SERVICE IN THE AMOUNT OF \$17,136.00 FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX MAINTENANCE BUILDING FOR A TOTAL AMOUNT OF \$46,112.

24. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ROCKLAND URGENT CARE FAMILY HEALTH NP, P.C.

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE PETER MURPHY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH ROCKLAND URGENT CARE FAMILY HEALTH NP, P.C. OF WEST HAVERSTRAW, NEW YORK TO PROVIDE AND ADMINISTER HEPATITIS B VACCINATIONS AND/OR HEPATITIS B TITER TESTS IN COMPLIANCE WITH OSHA STANDARDS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AT A COST OF \$80.00 FOR EACH VACCINATION AND \$50.00 FOR EACH TITER TESTING.

25. AUTHORIZATION FOR SUPERVISOR TO SIGN NEW YORK PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT WITH VARIOUS DRUG SUPPLIERS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN THE NEW YORK PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT WITH VARIOUS DRUG SUPPLIERS.

26. APPROVAL FOR MONTHLY PREVENTATIVE MAINTENANCE SERVICES BY AAA COOLERATION SERVICE, INC. FOR THE TOWN OF HAVERSTRAW TOWN HALL, POLICE STATION AND CLUB HOUSE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE +AGREEMENT FOR MONTHLY PREVENTATIVE MAINTENANCE SERVICES BY AAA COOLERATION SERVICE, INC. OF GARNERVILLE, NEW YORK AS SPECIFIED IN THE PROPOSAL.

27. ADVERTISE FOR BIDS – BID NO. 5-2023 – BOWLINE PARK PERGOLA AND FITNESS EQUIPMENT

RESOLVED, THAT THE TOWN CLERK BE AND SHE IS HEREBY AUTHORIZED TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 10:00 A.M. ON THURSDAY, APRIL 20, 2023 FOR THE BOWLINE POINT PARK PERGOLA AND FITNESS EQUIPMENT. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLISION WITH THEIR BIDS.

28. AUTHORIZATION TO SETTLE TAX CERTIORARI –JP MORGAN CHASE

RESOLVED, UPON THE RECOMMENDATION OF CHARLES ZABA, TOWN ASSESSOR AND WILLIAM M. STEIN, TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SETTLEMENT FOR JP MORGAN CHASE, 26.34-1-3, VILLAGE OF HAVERSTRAW FOR TAX YEAR 2019 BASED UPON THE FOLLOWING AMOUNTS ON THIS LOCATION:

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2019	1,277,300	824,410	452,890	9,836.77

Total \$9836.77

29. AWARD OF RFQ NO. 12 - 2023 – BOWLINE POOL BROCHURES

RESOLVED, THAT TWO (2) RFQS WERE SUBMITTED TO OLIVIA HITCHINGS, CLERK TYPIST TO PRINT AND DELIVER TO MAIL CENTER, 14,000 BOWLINE POOL BROCHURES FOR THE TOWN OF HAVERSTRAW, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 12- 2023 TO STAR PRESS OF VALLEY COTTAGE, NEW YORK AT A PRICE OF \$3,329.08, THE LOWEST BIDDER.

30. AWARD OF RFQ NO. 13 ---2023 – UPGRADE EXTERIOR LIGHTING FIXTURES AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE UPGRADE OF EXTERIOR LIGHTING FIXTURES AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO DE LEONARDIS ELECTRIC OF GARNERVILLE, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$22,091.

March 18, 2023

Mr. Michael Gamboli
Director of Finance
Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

**RE: Proposal
Bowline Point Park – Pool and Deck Replacements
Town of Haverstraw**

Dear Mr. Gamboli:

Tamblin Engineering, PLLC is pleased to submit a proposal for the Bowline Point Park – Pool and Deck Improvements Project. The Town intends to rehabilitate the existing shoreline with armored stone to provide resiliency during extreme storm events and repair damage from previous extreme storm events. The project is intended to be funded using Town and ARPA funds.

The project is anticipated to include replacement of various components of the Bowline Point Park pool including water recirculation system gutters, approximately 10-ft of concrete decking, lifeguard chairs, diving boards, pool lining system (painted) associated with the gutter replacement.

Tamblin Engineering, PLLC will perform the following scope of services:

Design Phase Services

1. Preparation of bid-ready Contract Documents for the project.
2. Provide opinion of probable costs at 90 percent design development.
3. Provide one (1) copy of 90 percent complete Contract Documents for your review.
4. Provide you with three (3) copies of 100 percent complete Contract Documents, including plans and specifications.

Bid Phase Services

1. Attend the pre-bid meeting at the project site.
2. Respond to contractor's requests for information (RFI).
3. Issue addenda and clarification to the contract documents where necessary.

4. Perform a bid analysis and provide a recommendation of award.

Construction Administration Services

1. Provide design clarifications during construction.
2. Provide periodic inspections (two days per week) during active construction and during critical milestones. It is anticipated that twenty (20) on-site inspections will occur.
3. Provide shop drawing review and approval. It is anticipated that each shop drawing will undergo two (2) review cycles.
4. Provide inspection at substantial completion and generate a punch list.
5. Provide final inspection and certification that the project was constructed as designed.

Schedule

Tamblin Engineering anticipates the following schedule for completion:

- Design: March 20, 2020 - May 12, 2023
- Bidding: June 1, 2023 – July 7, 2023
- Construction: September 5, 2023 – December 1, 2023

Tamblin Engineering anticipates construction to begin in September 2023 after the pool closes at Bowline Point Park when use of the park by pedestrians is minimal.

Fee

Tamblin Engineering, PLLC. will perform the above services for a professional fee of \$37,500 as delineated below.

Design:	\$14,500
Bidding and Construction Administration:	\$23,000
Total:	\$37,500

This contract is anticipated to be completed under a new task order within the existing General Services Agreement.

Sincerely,



Michael E. Tamblin, P.E.

March 18, 2023

Mr. Michael Gamboli
Director of Finance
Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

**RE: Proposal
Bowline Point Park – Chemical Bulk Storage Annual and 3-Year Inspection 2023
Town of Haverstraw**

Dear Mr. Gamboli:

Tamblin Engineering, PLLC is pleased to submit a proposal for the Bowline Point Park – Chemical Bulk Storage Inspections. The NYSDEC regulates chemical bulk storage (CBS) of various chemicals including chlorine used to disinfect public pools. An annual and 3-year (previously 5-year) inspection of the containers is required to confirm they are in good working condition.

6 NYCRR subdivision 598.7(d) of the CBS regulation requires a three-year inspection of all aboveground storage tanks (ASTs) and piping. Owners/operators are required to inspect AST's and piping systems on a three-year cycle. A shorter cycle is required when a tank or pipe is thinning at a rate of one millimeter per year or greater or when the expected remaining useful life (as determined by inspection) is less than ten years.

The chlorine storage tanks at Bowline Point Park have a capacity of less than 5,000 gallons and do not meet the requirements 6 NYCRR subdivisions 599.8(g) and 599.9(c). As a result, the three-year inspection includes a thorough external inspection and either a liquid penetrant test (dye), informal stress cracking test, or a circumferential measurement test.

Tamblin Engineering has conducted the annual and 3-year (previously 5-year) inspection of the chlorine storage system since 2018 under the existing General Services Contract. This proposal is to amend the current contract to include inspections to be completed in April 2023.

Tamblin Engineering, PLLC will perform the following scope of services:

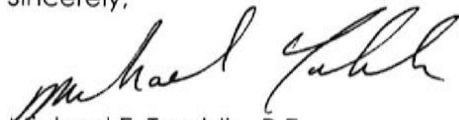
1. Conduct an on-site inspection of the existing chlorine storage tanks in accordance with CBS regulations for both the annual and 3-year inspections.
2. Develop a draft summary report for the annual and 3-year inspections.
3. Provide a final summary report for the annual and 3-year inspections based on comments received.

Tamblin Engineering, PLLC. will perform the above services for a professional fee of \$9,900 as delineated below.

Inspection:	\$2,500
Reports:	\$7,400
Total:	\$9,900

This contract is anticipated to be completed under a new task order within the existing General Services Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Tamblin". The signature is written in a cursive, flowing style.

Michael E. Tamblin, P.E.

March 18, 2023

Mr. Michael Gamboli
Director of Finance
Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

**RE: Proposal
Bowline Point Park – Shoreline Restoration
Town of Haverstraw**

Dear Mr. Gamboli:

Tamblin Engineering, PLLC is pleased to submit a proposal for the Bowline Point Park – Shoreline Restoration. The Town intends to rehabilitate the existing shoreline with armored stone to provide resiliency during extreme storm events and repair damage from previous extreme storm events. The project is intended to be funded using Town and Community Development Block Grant (CDBG) funds.

Tamblin Engineering, PLLC will perform the following scope of services:

Design Phase Services

1. Preparation of bid-ready Contract Documents for the project.
2. Provide opinion of probable costs at 90 percent design development.
3. Provide one (1) copy of 90 percent complete Contract Documents for your review.
4. Provide you with three (3) copies of 100 percent complete Contract Documents, including plans and specifications.

Permitting Services

Tamblin Engineering will consult data bases maintained by the U.S. Fish and Wildlife Service (USFWS) and the New York Natural Heritage Program (NYNHP) to determine if any state or federally-listed rare, threatened or endangered species of plant or animal have been documented in the vicinity of the Project site. Based on the results of Tamblin Engineering's database search/correspondence, we will determine the habitat requirements of any identified listed species, and conduct a reconnaissance-level site visit to assess potential habitat and to determine if suitable habitat for any of these species is available on site. In addition, Tamblin Engineering will prepare a letter report of findings based on the results of the data searches and

field reconnaissance that would be suitable for submission to the NYSDEC and USFWS, or as part of a future wetland permit application (see task _ below). Intensive surveys for identified listed plant or animal species are not proposed at this time. Any additional surveys that may be required will be addressed in a separate proposal, if so requested.

Tamblin Engineering will also prepare and submit a Project description and available supporting data to initiate State Historic Preservation Office (SHPO) review of the Project via the New York State Office of Parks, Recreation and Historic Preservation's (NYSOPRHP) on-line Cultural Resources Information System (CRIS). This will include a summary Project description and supporting maps/graphics that illustrate the location, scope, and potential ground disturbance associated with the proposed Project. Tamblin Engineering will incorporate photos from the site reconnaissance visit (see above) into this initial Project submittal. In addition, Tamblin Engineering will review available Project documentation to provide additional detail to the SHPO regarding previous disturbance or other relevant considerations for the site.

Project-specific cultural resource studies (e.g., Phase 1A or 1B) are not included in the scope of service. If such studies are required by SHPO, then Tamblin Engineering will provide a subsequent proposal to provide those services.

Task 1 - SEQRA Assistance

Work of this task will involve assisting with the State Environmental Quality Review Act (SEQRA) review process, including:

1. Completion of Parts 1, 2 and 3 (if needed) of the Full Environmental Assessment Form (EAF) for the proposed Project.
2. Preparation of a draft Lead Agency Solicitation Letter for use by the Town of Haverstraw (assumed to be Lead Agency) in establishing Lead Agency.
3. Preparation of draft SEQRA resolutions (Establishing Lead Agency, Classifying the Action, Negative Declaration) for use by the Town of Haverstraw.
4. Completion of Negative Declaration Form.
5. Completion of notices for publication on the NYSDEC Environmental Notice Bulletin (ENB).

This task will utilize data collected/reviewed in previous tasks, along with Project-specific data provided by the Town of Haverstraw to accurately describe the Project site, the proposed Project, and its potential environmental impacts. A draft copy of the EAF will be provided for one round of review and comment. Tamblin Engineering will revise the form as necessary and provide it in digital format for submittal to the SEQRA lead agency. Tamblin Engineering will also provide draft suggested letters and resolutions as outlined above for use by the Town of Haverstraw. For the purposes of this proposal it is assumed that Tamblin Engineering attendance at any public meetings will not be required. Tamblin Engineering assumes that a Negative Declaration will be issued by the Lead Agency to conclude the SEQRA process, and that services associated with a Positive Declaration (e.g., preparation of a Draft Environmental

March 18, 2023

Mr. Michael Gamboli
Director of Finance
Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

**RE: Proposal
Bowline Point Park – Tennis/Pickleball Court Improvements
Town of Haverstraw**

Dear Mr. Gamboli:

Tamblin Engineering, PLLC is pleased to submit a proposal for the Bowline Point Park – Tennis/Pickleball Court Improvements Project. The Town intends to replace the existing tennis court and associated accessories with a new multipurpose court (tennis/pickleball) using Town funds.

Tamblin Engineering, PLLC will perform the following scope of services:

1. Preparation of bid-ready Contract Documents for the project..
2. Provide opinion of probable costs at 90 percent design development.
3. Provide one (1) copy of 90 percent complete Contract Documents for your review.
4. Provide you with three (3) copies of 100 percent complete Contract Documents, including plans and specifications.

Bid Phase Services

1. Attend the pre-bid meeting at the project site.
2. Respond to contractor's requests for information (RFI).
3. Issue addenda and clarification to the contract documents where necessary.
4. Perform a bid analysis and provide a recommendation of award.

Construction Administration Services

1. Provide design clarifications during construction.

2. Provide periodic inspections during active construction and during critical milestones. It is anticipated that two (2) on-site inspections will occur.
3. Provide shop drawing review and approval. It is anticipated that each shop drawing will undergo two (2) review cycles.
4. Provide inspection at substantial completion and generate a punch list.
5. Provide final inspection and certification that the project was constructed as designed.

Schedule

Tamblin Engineering anticipates the following schedule for completion:

- Design: March 20, 2020 – May 1, 2023
- Bidding: May 1, 2023 – June 15, 2023
- Construction: September 5, 2023 – December 1, 2023

The proposed schedule will align with seasonal closure of the Bowline Point Park pool in September 2023 at which point on-site construction will begin.

Fee

Tamblin Engineering, PLLC. will perform the above services for a professional fee of \$14,500 as delineated below.

Design:	\$8,500
Bidding and Construction Administration:	\$6,000
Total:	\$14,500

This contract is anticipated to be completed under a new task order within the existing General Services Agreement.

Sincerely,



Michael E. Tamblin, P.E.



Fireworks Extravaganza

Town Of Haverstraw

Display Contract Documents

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #E11917

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

PYROTECHNIC SERVICES CONTRACT

On this Day - March 16, 2023

J&J Computing, Inc. d/b/a Fireworks Extravaganza (A New York Corporation) Located at
121 Gertrude Avenue, Paramus, NJ 07652

-And-

Town Of Haverstraw Located at , One Rosman Road, Garnerville, New York, 10923 known as
the "SPONSOR"

WHEREAS, the parties have entered into an agreement relating to the sale and/or display of
fireworks which they desire to have set forth in writing:

NOW, THEREFORE, the parties agree as follows:

1. That **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only to
appropriately authorized individuals. The products will be used in the display and not to be
sold or provided to any individual. You are contracting a display not a purchase of explosive
material.
2. The **Sponsor** agrees to pay a display price of **\$60,000.00** for the display agreed upon.
FIREWORKS EXTRAVAGANZA will provide the display on **6.30.2023** at **Haverstraw Chair
Factory Site & Boline Park..** It is agreed that the sponsor and **FIREWORKS EXTRAVAGANZA**
will work together on timing, display length and scheduling of the display time. Start time will
be dictated by sponsor.

3. Upon signing of this agreement, **Sponsor** agrees to pay 50% deposit of the show price. At contract signing the amount paid to date or transferred from previous contracts has been \$0. Total due at the signing of this contract is \$30,000
4. **Sponsor** agrees to maintain a secure site which meets NFPA 1123, 2010 distance requirements (70' per inch of shell diameter), as defined by **FIREWORKS EXTRAVAGANZA** and Sponsor's local Fire Authority and to provide proper police/crowd security personnel to insure adequate patrol of this site as marked and secured by the Sponsor until **FIREWORKS EXTRAVAGANZA** advises that the security is no longer necessary. **Sponsor** also agrees to furnish proper parking supervision.
5. **FIREWORKS EXTRAVAGANZA** reserves the right to terminate the display being exhibited by **FIREWORKS EXTRAVAGANZA** in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
6. **SPONSOR** will have the display site approved and permit application signed by the local Fire Authority having jurisdiction. In addition, **Sponsor** will have available at the display site Fire and/or other local Emergency Response Personnel as required by county and/or state authority.
- 6b. **SPONSOR** will be responsible for all costs incurred to have the display site and permit application signed and approved by the local authoritative body, policing agencies and emergency response personnel that are required by the local authority having jurisdiction. Sponser agrees to pay the authority directly for all costs.
- 7a. In the event of inclement weather, the display may be rescheduled to 7.1.2023. There will be a postponement fee of twenty five percent (25%) of the total contract price if the display has left the warehouse. If the **SPONSOR** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse on show day the postponement fee will be ten percent (5%) of the total contract price.
- 7b. In the event of a cancellation of the display prior to 14 days before show day, there will be a cancellation fee of Fifty percent (50%) of the total contract price. In the event the show is cancelled less then 14 days prior the complete contract price is due.

7c. For Displays scheduled for 2022/2023, because of the worldwide pandemic of COVID-19, the display may be rescheduled (Not Cancelled) for any reason anytime seven (7) days before the display date, by notice in writing. This Covid clause is only for displays with a **display date** in 2022-2023 and not the contract date.

8. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FIREWORKS EXTRAVAGANZA** to perform the display at the **Sponsor's** request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display, or cancel it if it is deemed necessary. Demands for cancellation by the Sponsor once the display is on site and set up will result in 100% of the contract amount invoiced

9. **FIREWORKS EXTRAVAGANZA**, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)**. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

10. **FIREWORKS EXTRAVAGANZA** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required. The quality of the display, duration and finale will never be less than the proposal.

11. **FIREWORKS EXTRAVAGANZA** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display.

11a. For land based displays **SPONSOR** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition, if there are any pyrotechnic devices found the **SPONSOR** agrees to contact Fireworks Extravaganza immediately for pickup and disposal. For water based displays FE will be responsible for post display inspections.

11b. For water based displays, FE will coordinate the Barge, Tug, All coast guard required insurance and loading location. FE will arrange for the display barge being brought to the display site on time for display start. FE will work with security boats that are necessary for the permit and safety according to the coast guard. The cost is including in this contract price.

12. **SPONSOR** will provide all the information needed for **FIREWORKS EXTRAVAGANZA** to obtain the required insurance coverage by filling out the "Required Insurance Form" attached to this contract, and submitting it with 5 days of contract acceptance.

IN WITNESS WHERE OF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

 SIGNATURE _____
John Sagaria

John C. Sagaria
President, Fireworks Extravaganza

 SIGNATURE _____
Howard Philllips

Michael Gamboli
Town Of Haverstraw

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #E11917

Worldwide Experience in Pyrotechnics - Since 1995



Hanover Germany 2009 International Competition first place.

1-800-765-BANG (2264) • 206-202-1544 FAX
121 GERTRUDE AVE • PARAMUS, NJ 07652

www.fwextravaganza.com

REQUIRED INSURANCE INFORMATION

PLEASE PROVIDE THE FOLLOWING INFORMATION IN ADDITION TO A SITE PLAN FOR THE LOCATION YOU HAVE LISTED BELOW.

SPONSOR / ORGANIZATION

Contact Person

Address

City State Zip

Others to be Insured

(i.e. Property Owner)

Date of Display

Time of Display:

Rain Date:

Location of Display

Address

City State Zip

Estimated Attendance

Fire Equipment on Site

Yes No Will Ambulance be on site? Yes No

Name of Responding Fire Company

Distance to Nearest

Building: Vehicle: Spectator:

Sponsor Contact

Title

Telephone Numbers

Work Home Fax

E-mail Address:

Cell Phone:

Signature

Date:

PLEASE RETURN THIS FORM WITH DEPOSIT
AND BOTH SIGNED CONTRACTS

North Mountain Digital

Creative Digital Solutions

On-Site Service
Web Design & Secure Hosting
Pro-Audio - Studio Design & Service
Emergency Disaster & Data Recovery

INVOICE NO. TOH029309

DATE Friday, March 17, 2023

845-790-1601

info@northmountaindigital.com

Billed To:

Town Of Haverstraw
1 Rosman Road
Garnerville, NY 10923
845-429-2200

DEPARTMENT	DESCRIPTION	RATE	TOTAL
Justice Court Hardware	As per request from Michelle in Justice Court, and discussion with Mike Gamboli – researched all in one computer with mount that will work in tight space, and specs to run courtroom program, for front counter computer. Items are in short supply with indefinite backorder for what we need, found one in stock and ordered to be shipped from CA. Will be delivered in approx 5-7 days. Will install upon arrival.	BACKORDERED CDW—\$2289.99 OEM \$1,899.00 5-7 Days	\$1,899.00

TOTAL \$1,899.00

MAKE PAYABLE TO TOM MARSHALL - THANK YOU FOR YOUR BUSINESS!



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: March 28, 2023

Re: **RFQ – Black Mulch**
RFQ – Playground Mulch
RFQ – Infield Clay
RFQ – Beach Sand

I have obtained Request for Quotes (RFQ), for Black Mulch to be used throughout Town facilities. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$22.00 a yard, for approximately 80 yards per delivery at an approximate cost of \$1,760.00 per delivery. An estimated 3 deliveries will be made during 2023, at an approximate cost of \$5,280.00.

I have obtained Request for Quotes (RFQ), for Playground Mulch, to be used on our playgrounds at Bowline Point Park. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$20.00 a yard, for approximately 80 yards to be delivered at a total cost of \$1,600.00.

I have obtained Request for Quotes (RFQ), for Infield Clay to be used at Town Baseball Fields. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$65.50 a ton, for approximately 22 tons per delivery at an approximate cost of \$1,441.00.

I have obtained Request for Quotes (RFQ), for Beach Sand to be used at Bowline Point Park. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$76.00 a ton, for approximately 22 tons per delivery at an approximate cost of \$1,672.00.



TOWN OF HAVERSTRAW

Quotes – Black Mulch:

- | | |
|--|--|
| 1. Mulch Right - \$22.00 per yard | 3. Devitt's Nursery - \$35.00 per yard |
| 2. BVI's Got Mulch, LLC - \$25.75 per yard | |

Quotes – Playground Mulch:

- | | |
|--|--|
| 1. Mulch Right - \$20.00 per yard | 3. Devitt's Nursery - \$30.00 per yard |
| 2. BVI's Got Mulch, LLC - \$21.25 per yard | |

Quotes – Infield Clay:


- | | |
|---|---------------------------------------|
| 1. Mulch Right - \$65.50 per ton | 3. Devitt's Nursery - \$95.00 per ton |
| 2. BVI's Got Mulch, LLC - \$83.95 per ton | |

Quotes – Beach Sand:

1. Mulch Right - \$76.00 per ton
2. Devitt's Nursery - \$101.00 per ton

Please inform me of your decision.

Regards,


John Frizalone
Director of Parks



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: March 28th, 2023

Re: RFQ – Complex Entrance and Exit Gate Automation


I have obtained Request for Quotes (RFQ), for the installation of required systems to automate both the entrance and exit gates at the new Recreation Complex. Please be advised that Homestead Fence, Inc. had the lowest quote for the amount of \$29,800.00.

Quotes – Complex Entrance and Exit Gate Automation:

1. Homestead Fence Inc.- \$29,800.00
2. Precision Fence & Automated Gates- \$30,000.00
3. Yaboo Fence Company- \$38,591.00
4. Fesco Fence- \$43,730.00

Please inform me of your decision.

Regards,



John Frizalone
Director of Parks



845-429-5533
 Fax: 845-429-3456

5 CAROL AVENUE
 WEST HAVERSTRAW, NY 10993
 homesteadfence@verizon.net

Date _____

NAME <i>Town of Haverstraw</i>			SKETCH		
ADDRESS <i>Chapel Road</i>					
PHONE <i>Entry Gate</i>					
TYPE CHAIN LINK FABRIC					
SIZE OF LINE POSTS		PLACED ON	SPACINGS		
SIZE OF TOP RAIL		TYPE OF FRAMEWORK			
CO	HEIGHT OF FENCE	FT			
QTY					
CHAIN LINK					
END OR GATE POSTS					
CORNER POSTS					
WALK GATES					
DRIVEWAY GATE					
WOOD FENCE					
<i>2 1/2" Gate Operators</i>	<i>8000/ea</i>	<i>16000-</i>			
<i>4 Photo Eyes</i>	<i>1200/ea</i>	<i>4800-</i>			
<i>1 Exit Loop</i>		<i>2000-</i>			
<i>2 DK Key Posts</i>	<i>3500/ea</i>	<i>7000-</i>			

Subject to weather conditions installation will occur during the week of _____.

Total *\$ 29,800*
 Down Payment _____
 Balance _____

FENCE POSTS TO BE SET IN:
 SHOES & ANCHORS
 CONCRETE
 PACKED EARTH

Owner Agrees to be Responsible For:

- All permits and permissions.
- The clearing of all fence line of any obstruction.
- Any underground wires, pipes, etc. not indicated to our installers, prior to digging.
- Supplying of survey stakes and for location of fence.
- Assuming any added charges for changes in contract after material is made or any delays caused by owner to our installers, prior to, or after installation has started.
- It is fully understood that the installed fence remains the property of Homestead Fence, Inc., until paid for in full.
- Full payment of balance due on contract to our installers at completion of work.

HOMESTEAD FENCE, INC.

- ♦ Unconditionally guarantees all workmanship and material for one year from date of completion.
- ♦ Is registered with the Consumer Protection Bureau of Rockland County. Lic. #H-09195-12--00-00.
- ♦ Carries Workman's Comp. & Liability Insurance.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT, OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

SOLD BY *Patricia Warren* ACCEPTED BY _____

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:
 Increase of quantities for items listed below and reduction of quantities for line items listed below.

ADDITIONAL QUANTITIES:

Item No.	Description	Unit	Quantity	Unit Price	Amount
12	HOT MIX ASPHALT PAVEMENT, 2' SURFACE COURSE (PARKING/DRIVE LANDES)	TON	366.2	\$ 135.00	\$ 49,437.00
53	TOPSOILING FERTILIZING, SEEDING AND MULCHING	SY	12,704.00	\$ 10.00	\$ 127,040.00
64	IRRIGATION	SF	56,341.25	\$ 1.60	\$ 90,146.00
					\$ 266,623.00

REDUCTION QUANTITIES:

Item No.	Description	Unit	Quantity	Unit Price	Amount
5	ROCK EXCAVATION IN PIPE TRENCHES IWO	CY	-20	\$ 200.00	\$ (4,000.00)
6	ROCK EXCAVATION FOR INSTALLATION OF UNDERGROUND STRUCTURES IWO	CY	-25	\$ 200.00	\$ (5,000.00)
7	EXCAVATION AND DISPOSAL OF CONTAMINATION SOIL	TON	-184.09	\$ 49.00	\$ (9,020.30)
8	EXCAVATION AND DISPOSAL FOR DEBRIS	ALLOW	-0.34	\$ 75,000.00	\$ (25,804.04)
9	TEMPORARY STORAGE FOR DEWATERING (UP TO 40,000 GALLONS)	LS	-1	\$ 25,000.00	\$ (25,000.00)
10	OFF-SITE TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS WATER	GAL	-40000	\$ 1.50	\$ (60,000.00)
11	OFF-SITE TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS WATER CONTAINING LEAD	GAL	-40000	\$ 1.50	\$ (60,000.00)
54	SODDING	SY	-10,282.22	\$ 8.00	\$ (83,057.76)
58	TOWN SEAL GRAPHIC ON CONCRETE SIDEWALK, 6" THICK, REINFORCED	LS	-1	\$ 2,500.00	\$ (2,500.00)
					\$ (274,382.10)

CHANGE IN CONTRACT PRICE

Original Contract Amount: \$ 7,629,000.00
 Adjusted Amount Based on Change Order (#1-#10): \$ 7,894,364.78

Net Increase/Decrease This Change Order: \$ (7,759.10)

[(+) Increase or (-) Decrease] \$ (7,759.10) -0.10%
 [(+) Increase or (-) Decrease] \$ 265,364.78 3.48%

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-#10): 0

Municipal Approval


 (Project Manager) 3/23/2023
(Date)

 (Town Supervisor) (Date)


 Accepted: (Contractor) 3/21/23
(Date)

 (Director of Finance) (Date)

Athletic Fields of America agrees that the Seven Thousand Seven Hundred Fifty-Nine Dollars and 10/100: (\$7,759.10) decrease in 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.

Owner Change Order



BlueScope Construction, Inc.
1540 Genessee Street
Kansas City, Missouri 64102 USA
PO Box 419917
Kansas City, MO 64141-6917 Telephone:
816-245-6000
Facsimile: 816-245-6099
www.bluescopeconstruction.com

DUNS: 05-290-1469

Attention:	Date:	22-Mar-23	Page 1 of 1
Contact Name	Howard T. Phillips	Project:	Town of Haverstraw
Buil Agency	Town of Haverstraw	Job No.:	21674
Street	One Rosman Rd	Customer Change Order No.:	002
City, State, Zip	C Garnerville, NY 10923	BSC. Change Order No.:	002

listed below:

ITEM	COST CODE	DESCRIPTION	ADD/DEDUCT	PRICE
	CO #4	CE #014 - PCCO #012 Plumbing Field Changes Please see attached Scope of Work	ADD	
Contractor requests 1 week extension to the project for the modification of this scope.				
			Subtotal	\$13,919.00

	CO #5	CE #015 - PCCO #13 Added Concrete at Front of Bldg. Please see attached Scope of Work	ADD	
Contractor requests 1 week extension to the project for the modification of this scope.				
			Subtotal	\$15,057.00

	CO #6	CE #016 - Revised Electrical Service Please see attached Scope of Work	ADD	
			Subtotal	\$ 17,136.00

			Subtotal	\$ 46,112.00
This change order is Scope Changes			Total	\$ 46,112.00

Requests 2-Additional Weeks of Time in the Schedule to Allow for Additional Change Scope and Material Procurement



construction, inc.

Hance Construction, Inc.
2171 Route 57
Washington, New Jersey 07882
Phone: (908) 835-3501

PCCO #012

Project: 21-025 Haverstraw Maintenance Bldg. BlueScope Construction
70 Chapel Street
Garnerville, New York 10923

Prime Contract Change Order #012: CE #014 • Plumbing Field Condition Changes

TO:	BlueScope Construction 1540 Genessee Street Kansas City, Missouri 64102	FROM:	Hance Construction, Inc. 2171 Route 57 Washington, New Jersey 07882
DATE CREATED:	3/20/2023	CREATED BY:	Kristine Kovacs (Hance Construction, Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1: Standard Project Template Prime Contract	TOTAL AMOUNT:	

DESCRIPTION:

CE #014 - Plumbing Field Condition Changes

Supply and install (3) 8" pipe stands under water main (See attached)
Supply and install (1) 1" wet tap as per sketch (See attached)
Supply and install (1) 2" wet tap as per sketch (See attached)
Excavate, core hole in concrete footing, and reconnect 2" domestic sprinkler
Pipe 2" domestic sprinkler main as shown in sketch to existing 2" copper line.

ine to existing 2" line outside

Contractor requests 1-week extension to the project for the modification of this

scope. of building footprint.

ATTACHMENTS:

[Hav sport Com Backflow for Country Side 3.8.2023. pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

pco #	Title	Schedule Impact	Amount
-------	-------	-----------------	--------

013	CE #014 - Plumbing Field Condition Changes		
			Total:

The original (Contract Sum)
 Net change by previously authorized Change Orders
 The contract sum prior to this Change Order was
 The contract sum would be changed by this Change Order in the amount of
 The new contract sum including this Change Order will be
 The contract time will not be changed by this Change Order.

BlueScope Construction
 1540 Genessee Street
 Kansas City, Missouri 64102
 07882

Hance Construction, Inc.
 2171 Route 57
 Washington, New Jersey

SIGNATURE

DATE



construction, inc

Hance Construction, Inc.
2171 Route 57
Washington, New Jersey 07882
Phone: (908) 835-3501

PCCO #013

Project: 21-025 Haverstraw Maintenance Bldg. BlueScope Construction
70 Chapel Street
Garnerville, New York 10923

Prime Contract Change Order #013: CE #015 • Added Concrete at Front of Building (Smaller)

TO:	BlueScope Construction 1540 Genessee Street Kansas City, Missouri 64102	FROM:	Hance Construction, Inc. 2171 Route 57 Washington, New Jersey 07882
DATE CREATED:	3/21/2023	CREATED BY:	Kristine Kovacs (Hance Construction, Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1: Standard Project Template Prime Contract	TOTAL AMOUNT:	

DESCRIPTION:

CE #015 - Added Concrete at Front of Building (Smaller)

Excavate and prepare for new concrete apron across front of OHD and end of building +1- 31' long, 3' wide x 8" thick with hauch 18" deep with #4 rebar

@ 12" O.C.,

Drill and Epoxy #4 rebar dowels in new foundation @ 24" OC.

Place 4000psi concrete with broom finish, control joints to be determined.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
014	CE #015 - Added Concrete at Front of Building (Smaller)		
Total:			

**BlueScope Construction
Construction, Inc.**
1540 Genessee Street
Kansas City, Missouri 64102
Jersey 07882

Hance
2171 Route 57
Washington, New



construction, inc.

PCCO #014

Hance Construction, Inc.
2171 Route 57
Washington, New Jersey 07882

Garnerville, New York 10923 Phone: (908) 835-3501

Project: 21-025 - Haverstraw Maintenance Bldg. BlueScope Construction
70 Chapel Street

Prime Contract Change Order #014: CE #016 Revised Electrical Service

TO:	BlueScope Construction 1540 Genessee Street Kansas City, Missouri 64102	FROM:	Hance Construction, Inc. 2171 Route 57 Washington, New Jersey 07882
DATE CREATED:	3/22/2023	CREATED BY:	Kristine Kovacs (Hance Construction, Inc.)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1: Standard Project Template Prime Contract	TOTAL AMOUNT:	

DESCRIPTION:

CE #016 - Revised Electrical Service

Provide transition from existing 2" PVC in Building #3 to EMP and fit up into existing M.D.P.
 Provide (1) Square D 70-amp 480-volt three pole breaker in new Building #4 to serve as the means of local service disconnect.
 Provide (1) Square D 45KVA 480-volt primary - 208Y/120-volt secondary transformer lug kits in Building #4 on load side of 70-amp breaker.
 Provide (1) relabeling in existing Building #3 MDP to allow use of EXISTING 70-amp three pole breaker to feed Building #4.
 Provide (1) wire pull from Building #3 to #4 via existing 2" conduit that was fit up into MDP and routed to breaker enclosure referenced above to consist of (3) #4 & (1) #8 THHN/THWN copper conductors at allowed distance not to exceed 350'.
 Provide (1) conduit and wire fit up from load side of 70-amp breaker to 45kva transformer using same THHN/THWN copper conductors — properly sized.

Provide labeling of all service devices as required per N.E.C.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
015	CE #016 - Revised Electrical Service		
Total:			

The original (Contract Sum)

Net change by previously authorized Change Orders

The contract sum prior to this Change Order was

The contract sum would be changed by this Change Order in the amount of

The new contract sum including this Change Order will be

The contract time will not be changed by this Change Order.

BlueScope Construction

1540 Genessee Street
Kansas City, Missouri 64102
07882

Hance Construction, Inc.

2171 Route 57
Washington, New Jersey

SIGNATURE

DATE



QUOTE

89 South Route 9W
West Haverstraw, NY 10993
Phone: 845-429-4000 Fax: 845-429-4022
www.rocklandurgentcare.net

Quote #HPD230313
DATE: 3/13/2023

Town of Haverstraw Police Department
101 W Ramapo Rd
Garnerville, NY 10923

Date	Name	Description	Quantity	Price	Total
3/13/2023	Vaccine	Hepatitis B	1	80.00	80.00
3/13/2023	Hepatitis B	Titers Drawn	1	50.00	50.00
		TOTAL			\$130.00

Make all checks payable to: Rockland Urgent Care Family Health NP, P.C.
Payment is due within 30 days.

If you have any questions concerning this invoice, contact Kimberly Payton 845-429-4000 x 102

THANK YOU FOR YOUR BUSINESS!

CVS NEW YORK PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from CVS (as defined below) under the CVS Nationwide Opioids Settlement Agreement (defined below), which constitutes a “Statewide Opioids Settlement Agreement” as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by CVS;

Whereas, the State of New York are engaged in an investigation of CVS and certain New York Subdivisions are engaged in litigation, seeking to hold CVS accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of CVS throughout the State of New York;

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement, the New York Janssen Statewide Opioid Settlement Agreement, and the New York Allergan Statewide Opioid Settlement Agreement, and the New York Statewide Teva Opioids Settlement Agreement, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the CVS Nationwide Opioids Settlement Agreement (as defined below).

I. DEFINITIONS

- A. “Approved Uses” means any opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule C.
- B. “Lead State Agency” means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the CVS Nationwide Opioid Settlement Fund.
- C. The “Advisory Board” means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.
- D. “Direct Share Subdivision” means every county of the State of New York other than the County of Nassau, the County of Suffolk, and the City of New York.

- E. “Large New York Cities” means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.
- F. “New York Allergan Statewide Opioid Settlement Agreement” means the Allergan New York Settlement Agreement, executed on December 8, 2021.
- G. “New York Distributor Statewide Opioid Settlement Agreement” means the Distributors New York Settlement Agreement, executed on July 20, 2021.
- H. “New York Janssen Statewide Opioid Settlement Agreement” means the Janssen New York Settlement Agreement, executed on June 25, 2021.
- I. “New York Teva Statewide Opioid Settlement Agreement” means the Teva New York Settlement Agreement, executed on November 3, 2022.
- J. “New York Subdivisions” means each county, city, town, village or special district in New York.
- K. “Opioid Settlement Funds” shall mean monetary amounts obtained through the CVS Nationwide Opioid Settlement Agreement as defined in this Agreement.
- L. “CVS” shall mean CVS Health Corporation, CVS Pharmacy, Inc. and all of their past and present direct and indirect parents and subsidiaries.
- M. “Parties” means the State of New York and the New York Subdivisions who execute this agreement.
- N. “CVS Nationwide Opioids Settlement Agreement” shall mean this settlement agreement jointly entered into by the Settling States, including New York, with CVS, dated as of December 9, 2022.
- O. “Opioid Settlement Fund” means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

- A. **Scope of Agreement.** This Agreement applies to New York State’s share of the Remediation Payment and Additional Remediation Payment from the CVS Nationwide Opioids Settlement Agreement.
- B. **Allocation and Distribution of Funds for Restitution and Abatement.** With the exception of New York’s share of the Additional Remediation Amount,¹ paid during the first five years of

¹ New York’s share of the Additional Remediation Amount is \$1,936,235. See Exhibit M-3, page M-6 and Exhibit N, page

the CVS Nationwide Opioids Settlement Agreement, 100% of which shall be distributed to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses, all Opioid Settlement Funds paid to New York from the CVS Nationwide Opioids Settlement Agreement shall be allocated and distributed as follows, with all percentages calculated using a denominator that is the sum of: (i) New York's share of the Remediation Payment, and (ii) a \$7,000,000 settlement credit for the Counties of Nassau and Suffolk.

1. **16.81%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.
2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds and the amount committed to the other litigating municipalities listed in Schedule C shall not be less than 0.26%.
3. **20%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.
4. **5.4%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".
5. **5.4%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").
6. **0.69%** to the Large New York Cities for spending on Approved Uses ("Large New York Cities Restricted Funds").
7. **20%** to the City of New York for spending on Approved Uses.
8. **6.68%** to the County of Nassau for spending on Approved Uses, inclusive of the \$3,500,000.00 already paid by CVS.²
9. **8.63%** to the County of Suffolk for spending on Approved Uses, inclusive of the \$3,500,000.00 already paid by CVS.³

C. **Redistribution in Certain Situations.** In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York

N-1.

² The County of Nassau's share of the \$7,000,000 settlement credit.

³ The County of Suffolk's share of the \$7,000,000 settlement credit.

Subdivision pursuant to Sections II.B.4 and 5 shall be redistributed equitably among the participating New York Subdivisions.

D. Direct Payment of Certain Funds.

1. All Opioid Settlement Funds allocated to the Direct Share Subdivisions and the City of New York pursuant to Sections II.B.4, 5, 6, and 7 shall be paid directly and as promptly as reasonably practicable by CVS or the settlement fund administrator(s) to the Direct Share Subdivisions, the Large New York Cities, and the City of New York, respectively.
2. All Opioid Settlement Funds allocated to the Counties of Nassau and Suffolk pursuant to Sections II.B.8 and 9 shall be paid directly by CVS, and not through any settlement fund, as follows:
 - i. Payment of \$11,597,194 (assuming all incentives are met and the maximum payment is due from CVS) to the County of Nassau, via Napoli Shkolnik, PLLC, as its attorneys, pursuant to wire instructions to be provided.
 - ii. Payment of \$16,004,309 (assuming all incentives are met and the maximum payment is due from CVS) to the County of Suffolk, via Simmons Hanly Conroy, LLC, as its attorneys, pursuant to wire instructions to be provided.
 - iii. The foregoing payments constitute the payments to which Nassau and Suffolk are entitled under Section 19 (Most Favored Nations) of the Settlement Agreement and Release entered into on June 23, 2021 by and between CVS, Nassau, and Suffolk (“Counties’ Agreement”).
 - iv. This agreement is intended to clearly establish the amounts which Nassau and Suffolk would have received had they been participants in the Global Resolution pursuant to the CVS Nationwide Opioids Settlement Agreement using the allocation method incorporated therein as provided in Section 19 of the Counties’ Agreement.

E. Attorneys’ Fees and Expenses. Unless state law or the applicable Statewide Opioid Settlement Agreement provides otherwise, Attorneys’ fees and expenses will be determined and paid according to each Direct Share Subdivision’s and New York Subdivision’s contracts with its respective counsel. This does not prevent counsel for New York subdivisions to agree to recover solely from: (1) the common benefit and contingency fee funds if established pursuant to settlements with Opioid Supply Chain Participants; or (2) payment of attorneys’ fees and costs directly from Opioid Supply Chain Participants.

III. THE DIRECT SHARE SUBDIVISION AND CITY OF NEW YORK FUNDS

A. Distribution of the Direct Share Subdivision Funds. The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions that execute a release for

the CVS Nationwide Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement. The Large New York Cities Restricted Funds shall be paid to the Large New York Cities that execute a release for the New York CVS Opioid Settlement Agreement, pursuant to Section II.B.6, and will be fully distributed among them pursuant to the allocation set forth in Schedule B to this Agreement.

- B. Certification of Spending on Approved Uses.** Each year, the Direct Share Subdivisions, the Large New York Cities, the City of New York, and the Counties of Nassau and Suffolk shall certify to the Lead State Agency and the Advisory Board that all funds distributed to them pursuant to Sections II.B.5, 6, 7, 8 and 9 of this Agreement, which were spent during the preceding year, were spent on projects and programs that constitute Approved Uses. These certifications shall be made by August 1 of each year following the year in which such funds were spent and shall be accompanied by a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs they have funded.

IV. THE OPIOID SETTLEMENT FUND

A. Establishment of the Opioid Settlement Fund.

1. Each year the Lead State Agency will allocate approximately **45%** of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule C. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities and at least 0.26% of the total Opioid Settlement Funds received by New York shall be set aside for the other litigating municipalities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.
2. Each year the Lead State Agency will set aside approximately **55%** of the Opioid Settlement Fund (20% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Agreement, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.

- B. **Approved Uses.** The Approved Uses are set forth in Schedule D below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.
- C. **Oversight and Auditing.** The Lead State Agency will engage in oversight and audits of projects and programs funded through the Opioid Settlement Fund.
- D. **New York Subdivision Reporting.** Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Agreement will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The Lead Agency may withhold future funds from any New York Subdivision that is delinquent in providing this reporting, until the required report is submitted.
- E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.5, any spending by the Large New York Cities pursuant to Section II.B.6, any spending by New York City pursuant to Section II.B.7, and any spending by the Counties of Nassau or Suffolk pursuant to Section II.B.8 and 9, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisory Board, the Lead State Agency will report annually the results of research funded by funds from this Agreement, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.


V. THE ROLE OF THE ADVISORY BOARD

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Suffolk, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES
Attorney General of the State of New York

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Date: 1/31/23

Counsel for The People of the State of New York

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Date: _____

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Date: _____

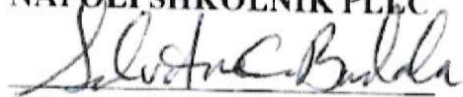
LETITIA JAMES
Attorney General of the State of New York

By: _____
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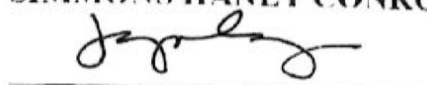
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jconroy@simmonsfirm.com

Date: 1.31.2023

ADDITIONAL SIGNATORIES:

By: _____
Name: _____
Title: _____
Gov't Entity: _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Erie	13.981832649%
Niagara	3.416877066%
<u>Western Region</u>	<u>20.489909791%</u>

Genesee	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
<u>Finger Lakes Region</u>	<u>14.537164194%</u>

Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
<u>Southern Tier Region</u>	<u>8.153775199%</u>

Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
<u>Central NY Region</u>	<u>10.128408890%</u>

Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oneida	2.826733181%
Otsego	0.670962131%
Schoharie	0.277769778%
<u>Mohawk Valley Region</u>	<u>5.349239592%</u>

Clinton	0.831513299%
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Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
<u>North Country Region</u>	<u>4.445502475%</u>

Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
<u>Capital Region</u>	<u>9.500949434%</u>

Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
<u>Mid-Hudson Region</u>	<u>27.395050426%</u>

Schedule B

<u>Albany</u>	<u>6.69566439%</u>
<u>Buffalo</u>	<u>33.53818545%</u>
<u>Rochester</u>	<u>22.51041501%</u>
<u>Syracuse</u>	<u>15.16878370%</u>
<u>Yonkers</u>	<u>22.08695145%</u>

Schedule C

<u>Western Region</u>	<u>17.802093680%</u>
<u>Finger Lakes Region</u>	<u>12.630214651%</u>
<u>Southern Tier Region</u>	<u>7.084182967%</u>
<u>Central NY Region</u>	<u>8.799789054%</u>
<u>Mohawk Valley Region</u>	<u>4.647539462%</u>
<u>North Country Region</u>	<u>3.862352364%</u>
<u>Capital Region</u>	<u>8.254638190%</u>
<u>Mid-Hudson Region</u>	<u>23.801434903%</u>
<u>Albany</u>	<u>0.772105290%</u>
<u>Buffalo</u>	<u>3.867429560%</u>
<u>Rochester</u>	<u>2.595770859%</u>
<u>Syracuse</u>	<u>1.749176400%</u>
<u>Yonkers</u>	<u>2.546939490%</u>
<u>Amsterdam City</u>	<u>0.044441691%</u>
<u>Auburn City</u>	<u>0.141235528%</u>
<u>Geneva City</u>	<u>0.058050217%</u>
<u>Herkimer Village</u>	<u>0.025825860%</u>
<u>Ithaca City</u>	<u>0.119179582%</u>
<u>Lackawanna City</u>	<u>0.033995802%</u>
<u>Ogdensburg City</u>	<u>0.033721736%</u>
<u>Plattsburgh City</u>	<u>0.049918088%</u>
<u>Poughkeepsie City</u>	<u>0.222611652%</u>
<u>Rome City</u>	<u>0.116637147%</u>
<u>Saratoga Springs City</u>	<u>0.105429354%</u>
<u>Schenectady City</u>	<u>0.123271142%</u>
<u>Troy City</u>	<u>0.179482224%</u>
<u>Utica City</u>	<u>0.332533107%</u>

Schedule D – Approved Uses

I. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions; including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access

to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under

community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

II. PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-

informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community

navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
 2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
 3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
 4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity:	State: NY
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlemnt.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

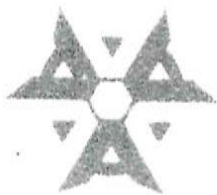
Signature: _____

Name: _____

Title: _____

Date: _____





AAA COOLERATION SERVICE, INC.

PO Box 333 • GARNERVILLE, NY 10923

(845) 947-2113 • FAX (845) 947-5310



March 13, 2023

Michael Gamboli
Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

Michael,

This letter will provide you with our labor rates which you requested.

On the monthly Preventative Maintenance Services, we only charge hourly rates and we perform the work during our regular business hours of 9:00 am to 4:00 pm on weekdays.

Our service call is charged for a call by you the customer, in case repairs or service is needed.

Our labor rates are as follows:

Technician Service call... \$200.00 for the 1st half-hour (service call) + any parts, material, and tax or tax-exempt certificate.
Helper Service call..... \$ 50.00 for the 1st half-hour (service call) + any parts, materials, and tax or tax-exempt certificate.

Technician Hourly (after 1st half hour) is \$200.00 + any parts, material, and tax or tax-exempt certificate.
Helper Hourly (after 1st half hour)..... is \$ 50.00 + any parts, material, and tax or tax-exempt certificate.

Overtime is charged 1 1/2 (Time and a half) our regular rates which includes the hours after 4:00 pm to 8:00 am on weekdays, all day Saturdays, Sundays and Holidays

As in the past, we reserve the right to not charge for labor when we see fit.

Sincerely yours,
AAA Cooleration Service, Inc.

Bruce Carlevaro

INVITATION TO BID
BID NO.. 5-2023
BOWLINE PARK PERGOLA AND FITNESS EQUIPMENT
TOWN OF HAVERSTRAW
HAVERSTRAW, NEW YORK

Sealed Bids for construction of Bowline Park Pergola and Fitness Equipment Project for the Town of Haverstraw in Haverstraw, NY will be received by the Town in their office at One Rosman Road, Garnerville, NY until 10 a.m. local time on April 20, 2023 and at that place and time will be publicly opened and read aloud.

Separate sealed Bids will be received for the following:

Contract No. 1 - General

The work consists of installation of a new pergola, concrete pad expansion, and new fitness equipment (new concrete pads), complete with all equipment and accessories, in accordance with the Bidding Documents heretofore prepared by Tamblin Engineering, PLLC.

The Contract Documents may be examined at the following locations:

Tamblin Engineering
217 Montgomery Street, 10th Floor
Syracuse, NY 13202

Town of Haverstraw – Town Hall
One Rosman Road
Garnerville, NY 10923

Eastern Contractors Association, Inc.
6 Airline Drive
Albany, NY 12205330

Construction Contractors Association
of the Hudson Valley, Inc.
Meadow Avenue
Newburgh, NY 12550

Copies of Bidding Documents are available electronically (via email) upon request. Paper copies of the Bidding Documents will not be provided.

All other questions shall be submitted via e-mail to Cosimo Pagano, PE at cpagano@edrdpc.com. The subject heading for all e-mails shall be:

Subject: Bowline Park Pergola and Fitness Equipment

No response will be given to questions received less than 7 business days before the Bid opening date.

Bidders shall review and acknowledge all Addenda on the Bid Form.

A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

If, upon acceptance of a Bid, a Bidder fails to enter into a Contract with the Town of Haverstraw, NY, the bid security shall be forfeited to and become the property of the Town.

No Bidder may withdraw its Bid within 60 days after the date of the Bid opening. The successful Bidder must furnish a 100% Performance Bond and a 100% Payment Bond with a surety company satisfactory to the Town of Haverstraw and conforming to the prerequisite requirements of Article 5 of the General Conditions.

The Town of Haverstraw reserves the right to waive any informalities or to reject any or all Bids.

Bidders are required to certify, under penalty of perjury, that Bids have been prepared without collusion with other Bidders, subcontractors, suppliers, etc. This certification is included with the Bid Form and each Bidder must sign in the space provided.

A pre-bid conference will not be held and bidders are encouraged to visit the project site, representatives of Engineer are available to discuss the project. Bidders are encouraged to contact Cosimo Pagano as described above.

Howard J. Phillips
Town of Haverstraw

Dated: 3-24-2023



ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW

ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923

Phone: 845-942-3717 Fax: 845-429-1226

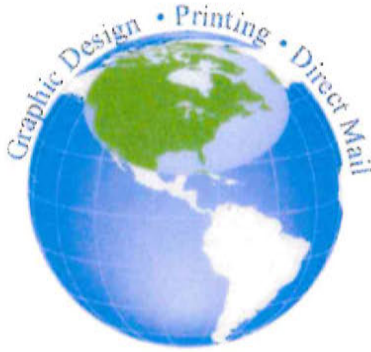
Charles J Zaba
ASSESSOR

To: William Stein, Town Attorney
From: Charles J Zaba
Re: JP Morgan Chase

Date: March 28, 2023

A proposed Settlement for JP Morgan Chase 26.34-1-3, Village of Haverstraw, has been drafted in accordance with my discussion with Koeppel, Martone & Leistman for the owners. The estimated Town refund calculation is listed below.

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2019	1,277,300	824,410	452,890	9,836.77
				Total \$9836.77



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

QUOTE

Quote EST-0004386
Date: 03/16/2023

Olivia Hitchings
Town of Haverstraw

Dear Olivia,

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

Item Title	Bowline Brochure
Artwork	Artwork Supplied
Color	CMYK full colour process
Size	17 x 14 In. Flat size
Material	80lb Gloss Text
Delivery	Monsey BMC, then to 5 local Post Offices, extras to Town
Finishing	Fold in half to 8.5x14, slit to 2 8.5x14 nested sheets, then fold half and half again
Proofs	PDF
Notes	Postage is currently \$.183 per piece with approximately 13700 mailing. Client should have \$2507 in postage permit account

Quantity	Qty: 14000
Price ex Tax	\$3,329.08
Tax	\$0.00
Price inc Tax	\$3,329.08

Kind regards,
Marino Nicolich



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: March 28th, 2023

Re: RFQ – Driving Range Lights


I have obtained Request for Quotes (RFQ), to upgrade exterior lighting fixtures at Phillip J. Rotella Golf Course Driving Range. Please be advised that De Leonardis Electric had the lowest quote for the amount of \$22,091.00.

Quotes – Driving Range Light Fixtures:

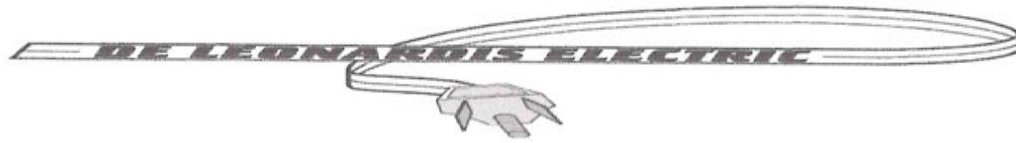
1. De Leonardis Electric- \$22,091.00
2. Hush Electric Contracting- \$47,402.81
3. Energy Resources- \$38,595.00

Please inform me of your decision.

Regards,



John Frizalone
Director of Parks



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

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

Quote - REV.2

March 1, 2023

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

**Re: Orange & Rockland Incentive Program (LED Lighting Upgrade)
Driving Range**

- Upgrade Exterior Lighting Fixtures, At Phillip J. Rotella Golf Course
 - The New Proposed Fixture Upgrade:
 - Total Of (15) Fixtures With Slip Fitter Attachment
 - **400Watt LED** - Equivalent To 1000Watt Metal Halide
 - Total Cost Labor/Material **\$26,325.00**
 - Instant Incentive Rebate From O&R Utility **4,234.00**
 - Customer Cost To Be Paid **\$22,091.00**
- Manufacturer is Olympia
 - 10-Years / 80,000 Hours Warranty

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: _____