

**HAVERSTRAW TOWN BOARD
FEBRUARY 28, 2023**

AGENDA

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 HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR SPECIAL TOWN BOARD MEETING OF FEBRUARY 13, 2023 AND TOWN BOARD MEETING OF FEBRUARY 14, 2023.

4. **PAYMENT OF BILLS**

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

5. **ACCEPTANCE OF REPORTS**

NONE

6. **APPOINTMENT OF JACQUELINE BECKER - POLICE OFFICER - FULL TIME**

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT JACQUELINE BECKER OF HAVERSTRAW, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE FEBRUARY 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. BECKER SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

7. **PUBLIC HEARING - 2023 COMMUNITY DEVELOPMENT BLOCK GRANT PURPOSE OF HEARING**

THIS HEARING IS BEING HELD TO DISCUSS THE ROCKLAND COUNTY CONSORTIUM OF TOWN AND VILLAGES COMMUNITY DEVELOPMENT CITIZENS VIEWPOINT – 2023 PROGRAM.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY HOWARD T. PHILLIPS, JR., SUPERVISOR

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPT RESOLUTION

8. RENEWAL OF AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND VJ NETWORKS, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO RENEW AGREEMENT OF SERVICES WITH VJ NETWORKS, INC. OF GARNERVILLE, NEW YORK TO PROVIDE TECHNICAL SUPPORT FOR THE COMPUTER NETWORK AT THE TOWN OF HAVERSTRAW POLICE STATION AT A COST OF \$2,700.00 A MONTH COMMENCING MARCH 1, 2023 UNTIL FEBRUARY 29, 2024.

9. AWARD OF RFP NO. 3 - 2023 – DRYJET AERIFICATION - GOLF COURSE

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, TO DRYJET AERATE TO THE TOWN OF HAVERSTRAW GOLF COURSE FOR THE 2023 GOLF SEASON, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 3-2023 FOR DRYJECT AERATION OF THE GREENS FOR THE PHILIP J. ROTELLA GOLF COURSE IN APRIL 2023 TO DRYJECT NORTH EAST, LLC OF DELAWARE WATER GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$8,387.50.

10. AWARD OF RFP NO. 4 - 2023– DEEP TINE AERATION - GOLF COURSE GREENS

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, TO PROVIDE DEEP TINE AERATION TO THE TOWN OF HAVERSTRAW GOLF COURSE GREENS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO 4 - 2023 FOR DEEP TINE AERATION OF THE GREENS FOR THE PHILIP J. ROTELLA GOLF COURSE IN APRIL 2023 TO DRYJECT NORTH EAST, LLC OF DELAWARE GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$3,990.00.

11. ACCEPTANCE OF LETTER OF RETIREMENT – KEVIN MILLER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR ROUNDSWORKER, TOWN OF HAVERSTRAW PARKS DEPARTMENT, KEVIN MILLER EFFECTIVE FEBRUARY 15, 2023.

12. ACCEPTANCE OF LETTER OF RETIREMENT – YOHANNY PENA

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR POLICE OFFICER FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, YOHANNY PENA, EFFECTIVE FEBRUARY 28, 2023.

13. INSTALLATION OF FENCING AT PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE ANCHOR FENCE OF NANUET, NEW YORK TO INSTALL A 6' HIGH BLACK VINYL 1"X 1" CHAIN LINK FENCE AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE.

14. AUTHORIZATION TO SETTLE TAX CERTIORARI – AGENCY MANAGEMENT

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 AGENCY MANAGEMENT, 26.07-3-1 VILLAGE OF HAVERSTRAW FOR TAX YEARS 2012, 2013, 2014, 2015, 2016 AND 2017 BASED UPON THE FOLLOWING AMOUNTS ON THIS LOCATION:

	ORIGINAL	REVISED	REDUCTION	EST
YEAR	ASSESSMENT	ASSESSMENT	AMOUNT	REFUND
2012	1,580,000		WITHDRAWN	
2013	1,580,000		WITHDRAWN	
2014	1,264,000		WITHDRAWN	
2015	1,264,000	1,128,800	135,200	2,727.93
2016	1,264,000	1,083,500	180,500	3,883.82
2017	1,264,000	1,046,300	217,700	4,47.46

Total \$11259.21

15. AUTHORIZATION TO SETTLE TAX CERTIORARI – HUDSON HEIGHTS ASSOC. INC.

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 HUDSON HEIGHTS ASSOC. INC., 27.53-1-56 VILLAGE OF HAVERSTRAW FOR TAX YEAR 2018 BASED UPON THE FOLLOWING AMOUNTS ON THIS LOCATION:

	ORIGINAL	REVISED	REDUCTION	EST
YEAR	ASSESSMENT	ASSESSMENT	AMOUNT	REFUND
2018	400,000	260,000	140,000	2,971.22

Total \$2,971.22



VJ Networks, Inc.

Full Service Computer Technology Company

8 Brooks Cir, Garnerville, NY 10923

Phone: (646) 801-2481

Fax: (845) 510-1876

AGREEMENT OF SERVICES

Haverstraw Town Police Department, hereinafter referred as "Haverstraw Police", its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, located at 101 W. Ramapo Road, Garnerville, NY 10923 retains VJNetworks, Inc., hereinafter referred as "VJNetworks", to provide technical support personnel for local area computer network and related technology located at Haverstraw Police.

VJNetworks will provide technical support personnel with proficient knowledge of computer systems, networks and software applications. Support will be provided 24 hours a day 7 days a week as needed in accordance with a fixed monthly service payment covering all times and days to be prepaid at the beginning of each month. This scenario allows for coverage of day-to-day problems that are encountered and remedied, along with any necessary maintenance performed. Includes weekend and holidays. Our personnel will provide telephone, remote access and on-site help with software and hardware operational issues and applicable tutorials that will help maintain project flow.

SERVICES:

The following services will be provided by VJNetworks:

1. Maintain, troubleshoot and repair problems with currently utilized operating systems and software applications while acting as liaison to applicable vendor technical support operations. Funding for any software application technical support requiring third party personnel from applicable vendors will be the sole responsibility of the Haverstraw Police.
2. Maintain, troubleshoot and repair problems with currently utilized network equipment including computer workstations, computer monitors, servers, network switches, routers and interconnection systems except where such equipment is deemed proprietary by respective other parties.
3. Enterprise grade behavioral base antivirus

PROJECTS:

Projects are major upgrades, implementation of a new need (Hardware, Software or Service) to the computer network or any services that are not included in the above scope. New projects will require separate funding to be quoted and mutually agreed upon by all parties prior to work performance. If services that are not included in the above scope need to be done immediately, therefore cannot be quoted and mutually agreed upon by all parties, then they will be performed at VJNetworks' discounted hourly rate of **\$150**.

HARDWARE:

VJNetworks will procure equipment upon request which will require separate funding to be quoted and mutually agreed upon. VJNetworks also stocks essential equipment to perform repairs on the spot or provide functionality to the network. This equipment will be provided as needed at the time it is needed. All hardware provided by VJNetworks is to be totaled for the month and paid at the end of such month.



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SUPPORT:

VJNetworks will be reached via phone, email or text. Support personnel will provide telephone support, remote access support or will be dispatched to the site for problem troubleshooting and resolution on a priority basis as deemed necessary.

FEE & TERM:

The fixed month fee shall be for **\$ 2,700.00** commencing on **March 1, 2023 until February 29, 2024**. This agreement shall automatically renew, for a 1 year term, 60 calendar days prior to **February 29, 2024** unless renegotiation or non-renewal letter sent via certified mail with return receipt requested by either Haverstraw Police or VJNetworks.

PAYMENT:

Haverstraw Police agrees to pay all fees due as it is invoiced for each month. Failure to remit any payments that is due within ninety days of the month invoiced, shall incur, in addition to the amount owed on said invoice, interest on the amount due at the rate of 18% annually. Interest should be accrued daily from the ninety-first day of non-payment.

LIMITATION OF LIABILITY:

Haverstraw Police acknowledges that the allocation of risk in the Contract reflects the price paid for the Services provided by VJNetworks. If any exclusion or limit of liability in the Contract is held to be invalid and VJNetworks become liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the Haverstraw Police for the Services in a given month. No action, claim or demand arising out of or in connection with the Contract or this Agreement may be brought by Haverstraw Police against VJNetworks more than 90 days after the cause of action has occurred.

VJNetworks are not responsible for any delay, malfunction, non-performance and/or other degradation of performance of any of the Services, Hardware or Software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by Haverstraw Police whether or not beyond those already supplied.

Neither VJNetworks nor anyone else who has been involved in the creation, production or supply of the Services, Hardware or Software shall be liable to Haverstraw Police or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this Agreement, the Contract or the Services, Hardware or Software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, revenues or anticipated savings, or (iii) damage to the Haverstraw Police's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and Haverstraw Police shall indemnify VJNetworks from and against any claim which may be made against VJNetworks in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the Haverstraw Police.

ARBITRATION AND CHOICE OF LAW:

The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but both parties choose to have any disputes resolved through arbitration by the American Arbitration Association (or its successor). Haverstraw Police AGREES THAT ANY DISPUTE, CLAIM, OR CONTROVERSY CONCERNING THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT, OR ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD AT A MUTUALLY CONVENIENT LOCATION NO MORE THAN 50 MILES WHERE SERVICES WERE PROVIDED IN ACCORDANCE WITH THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (OR ITS SUCCESSOR). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Both parties will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and the both parties shall separately pay their own counsel fees and expenses. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended. Judgment upon the award rendered may be entered in any Court of competent jurisdiction. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

WAIVER OF BREACH:

The waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.



VJ Networks, Inc.

Full Service Computer Technology Company

8 Brooks Cir, Garnerville, NY 10923

Phone: (646) 801-2481

Fax: (845) 510-1876

IN WITNESS whereof the parties hereto have signed this Agreement on the day and year first above written

Signed for and
on behalf of VJNetworks:

Date: 2/21/2023

Print Name: James Mutone

Title: President

Signed for and
on behalf of Haverstraw Police:

Date:

Print Name:

Title:



DryJect North East LLC Turf Ponders

PO Box 525
Delaware Water Gap, PA 18327

Phone: 570-421-8800

E-mail: dryjectne@outlook.com

2023 DryJect Quotation/Contract

Phillip J Rotella Memorial Golf
Course
Christopher Dyroff
100 Thiells Mt. Ivy Road
Thiells, NY 10984

Day & Date of Service: Wednesday, April 12

Service	Square Feet	Rate/Sq Ft	Total
DryJect Aeration of Greens with 3" x 3" spacing	123,000	0.0625	7,687.50
Mobilization Fee		700.00	700.00
Subtotal			\$8,387.50
Sales Tax (8.375%)			\$0.00
Total			\$8,387.50

If day and date of service are specified above,
you may accept this quotation and reserve your date by
signing below. Contract MUST be returned to hold dates of service.
Return by US or e-Mail at addresses above.

2023 Terms and Conditions - Please Read

- Stop using growth regulators 2 weeks prior to service.
- Customer to provide 6-8 tons per acre of kiln dried sand that is kept dry. Any moisture in the sand will inhibit the injection process.
- Customer to thoroughly flush irrigation system prior to DryJect job.
- Customer to supply ¾" or 1" irrigation hook-up and a water source for connection to DryJect machines.
- Customer to supply regular gasoline and 2 laborers per DryJect machine to fill the hoppers with sand for duration of job.
- Invoice will be adjusted to reflect any changes from contract on day of service.
- Significant delays on day of service due to customer negligence will be charged \$125 per hour.
- Customer cancellations less than 14 days prior to service date will be subject to a 25% Loss-of-Revenue Fee. Exceptions made for weather-related reasons.
- Payment is due in full 21 days from date of invoice. A monthly late fee of 2.5% applies.

Accepted (DryJect North East):

Steve Jordan

1/6/2023

Accepted (Customer):



DryJect North East LLC Turf Pounders

PO Box 525
Delaware Water Gap, PA 18327

Phone: 570-421-8800

E-mail: dryjectne@outlook.com

2023 Aeration Quotation/Contract

Phillip J Rotella Memorial Golf
Course
Christopher Dyroff
100 Thiells Mt. Ivy Road
Thiells, NY 10984

Day & Date of Service: Wednesday, April 12

Service	Acre/Sq Ft	Rate	Total
Deep Tine Aeration of Greens with 1/2" solid tines	123,000	0.03244	3,990.00

If day and date of service are specified above, you may accept this quotation and reserve your date by signing below. Contract MUST be returned to hold dates of service. Return by US or e-Mail at addresses above.

Subtotal	\$3,990.00
Sales Tax (8.375%)	\$0.00
Total	\$3,990.00

2023 Terms and Conditions - Please Read

- Customer to provide all diesel fuel for the tractors until the work is completed.
- Customer is responsible for all clean-up of cores and related debris.
- We will supply operators, tractors with aerators and one set of tines to complete the work.
- Customer is to flag (hot pink is the best color) all irrigation heads and lines, drainage, underground electrical lines, etc. We will not be responsible for anything damaged that was not properly flagged.
- Invoice will be adjusted to reflect any changes from contract on day of service.
- Significant delays on day of service due to customer negligence will be charged \$125 per hour.
- Customer cancellations less than 14 days prior to service date will be subject to a 25% Loss-of-Revenue Fee. Exceptions made for weather-related reasons.
- Payment is due in full 21 days from date of invoice. A monthly late fee of 2.5% applies.

Accepted (DryJect North East): Steve Jordan

1/6/2023

Accepted (Customer): _____



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: Agency Management

Date: February 28, 2023

A proposed Settlement for Agency Management 26.07-3-1, Village of Haverstraw, has been drafted in accordance with my discussion with Jo Albert for the owners. The estimated Town refund calculation is listed below.

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2012	1,580,000		WITHDRAWN	
2013	1,580,000		WITHDRAWN	
2014	1,264,000		WITHDRAWN	
2015	1,264,000	1,128,800	135,200	2,727.93
2016	1,264,000	1,083,500	180,500	3,883.82
2017	1,264,000	1,046,300	217,700	4,47.46

Total \$11259.21



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Charles J Zaba
ASSESSOR

To: William Stein, Town Attorney
From: Charles J Zaba
Re: Hudson Heights Assoc. Inc

Date: February 28, 2023

A proposed Settlement for Hudson Heights Assoc. Inc 27.53-1-56, Village of Haverstraw, has been drafted in accordance with my discussion with Savad Churgin for the owners. The estimated Town refund calculation is listed below.

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2018	400,000	260,000	140,000	2,971.22
				Total \$2,971.22