

**HVERSTRW TOWN BOARD  
JANUARY 23, 2024**

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL - COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN KIRSCHKEL, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS**
3. **ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF JANUARY 9, 2024.**

4. **PAYMENT OF BILLS**

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

5. **ACCEPTANCE OF REPORTS**

**NONE.**

6. **ADVERTISE BIDS - BID NO. 1-2024 BOWLINE PARK POOL IMPROVEMENTS PROJECT**

**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, FEBRUARY 22, 2024 FOR THE BOWLINE POINT POOL IMPROVEMENTS PROJECT. 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 OF NON-COLLUSION WITH THEIR BIDS.**

7. **ADVERTISE BIDS - BID NO. 2-2024 FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

**RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, SUPERINTENDENT, THE TOWN BOARD OF THE TOWN OF HVERSTRW HEREBY AUTHORIZES THE TOWN CLERK 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 AM ON FRIDAY, FEBRUARY 23, 2024 FOR THE RECEIPT OF BIDS FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER TO BE UTILIZED AT THE PHILLIP J. ROTELLA MEMORIAL GOLF COURSE LOCATED ON THIELLS/MT. IVY ROAD IN THIELLS, NEW YORK, FOR USE DURING THE 2024 GOLF SEASON, IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. 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-COLLUSION WITH THEIR BIDS.**

8. **ADVERTISE BIDS - BID NO. 3 - 2024 FOR BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, SUPERINTENDENT, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE TOWN CLERK 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 10:05 A.M. ON FRIDAY, FEBRUARY 23, 2024 FOR THE RECEIPT OF BIDS FOR THE PURCHASE OF BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND TO BE UTILIZED AT THE PHILLIP J. ROTELLA MEMORIAL GOLF COURSE LOCATED ON THIELLS/MT. IVY ROAD IN THIELLS, NEW YORK, FOR USE DURING THE 2024 GOLF SEASON, IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. 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-COLLUSION WITH THEIR BIDS.

9. **ADVERTISE FOR BIDS - BID NO. 4-2024 - CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, SUPERINTENDENT, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE TOWN CLERK 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 10:15 A.M. ON FRIDAY, FEBRUARY 23, 2024 FOR THE RECEIPT OF BIDS FOR THE PURCHASE OF CHEMICALS TO BE UTILIZED AT THE PHILLIP J. ROTELLA MEMORIAL GOLF COURSE LOCATED ON THIELLS/MT. IVY ROAD IN THIELLS, NEW YORK, FOR USE DURING THE 2024 GOLF SEASON, IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. 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-COLLUSION WITH THEIR BIDS.

10. **ADVERTISE FOR BID – BID NO. 5--2024 BUS TRANSPORTATION FOR HAVERSTRAW 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, FEBRUARY 15, 2024 FOR THE PROVISION OF BUS TRANSPORTATION FOR THE HAVERSTRAW SENIOR CITIZENS CLUB FOR THE YEAR 2024 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 VIDEO/AUDIO EQUIPMENT, AND 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.

**11. BUDGET ADJUSTMENTS FOR YEAR ENDING IN DECEMBER 31, 2023**

**RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$203,000.00, THE PART TOWN FUND (B) IN THE AMOUNT OF \$15,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE YEAR ENDING IN DECEMBER 31, 2023. (SEE ATTACHED BUDGET ADJUSTMENTS).**

**12. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND CENTURISK**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH CENTURISK OF PITTSBURGH, PENNSYLVANIA TO PERFORM A COMPREHENSIVE ASSET INVENTORY AND APPRAISALS FOR ALL OF THE TOWNS ASSETS FOR A THREE (3) YEAR PERIOD COMMENCING IN 2024 AT A COST OF \$5,200.00 FOR 2024, \$5,300.00 FOR 2025 AND \$5,400.00 FOR 2026.**

**13. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND CAPITAL MARKETS ADVISORS, LLC FOR FINANCIAL ADVISORY SERVICES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY RETAINS THE SERVICES OF CAPITAL MARKETS ADVISORS, LLC OF GREAT NECK, NEW YORK FOR THE PURPOSE OF PROVIDING FINANCIAL ADVISORY SERVICES COMMENCING JANUARY 2024 AND ENDING DECEMBER 31, 2024. THE ADVISOR'S FEE WILL BE AS FOLLOWS:**

- **FOR BOND ISSUES: \$10,800 FOR ISSUES UP TO \$2 MILLION PLUS \$0.50 PER \$1,000 OF BONDS ISSUED OVER \$2 MILLION**
- **FOR NOTE ISSUES: \$5,500 FOR ISSUES UP TO \$2 MILLION PLUS \$0.50 PER \$1,000 OF NOTES ISSUED OVER \$2 MILLION,**
- **FOR BONDS SOLD WITH ONLY A TERM SHEET AND NO OFFICIAL STATEMENT: \$8,500**
- **FOR NOTES SOLD WITH ONLY A TERM SHEET AND NO OFFICIAL STATEMENT: \$3,250**
- **FOR CAPITAL LEASE ISSUES: \$6,250 PLUS \$.50 PER \$1,000 OF LEASE ISSUED**
- **FOR CONTINUING DISCLOSURE, INCLUSIVE OF ALL REQUIRED MATERIAL EVENT NOTICES: \$2,600 ANNUALLY**
- **FOR SERVICES UNRELATED TO A BOND ISSUANCE: BILLED AT AN HOURLY FEE OF \$175 PER HOUR.**
- **FOR REFUNDING BOND ISSUES, THE FEE WILL BE NEGOTIATED WITH THE TOWN AND IS DEPENDENT ON PAR AMOUNT, NUMBER OF SERIES OF BONDS BEING REFUNDED AND NUMBER OF SERIES OF REFUNDING BONDS TO BE ISSUED.**

**14. ACCEPTANCE OF LETTER OF RESIGNATION – TERESA A. HAMILTON**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR POLICE RADIO DISPATCHER (CAD) (PT), FOR THE TOWN OF HAVERSTRAW DEPARTMENT, TERESA A. HAMILTON EFFECTIVE DECEMBER 25, 2023.**

**15. REJECTION OF BID NO. 12- 2023 – PHILIP J. ROTELLA GOLF COURSE 18-HOLE AUTOMATIC IRRIGATION SYSTEM – TOWN OF HAVERSTRAW**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF MICHAEL TAMBLIN, P.E. TOWN CONSULTANT ENGINEER OF TAMBLIN ENGINEERING, PLLC, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY REJECT ALL BIDS RECEIVED FOR BID NO. 12 - 2023 – PHILIP J. ROTELLA GOLF COURSE 18-HOLE AUTOMATIC IRRIGATION SYSTEM – TOWN OF HAVERSTRAW.

**16. LICENSE AGREEMENT FOR USE OF THE TOWN OF RAMAPO POLICE FIRING RANGE FACILITY**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A LICENSE AGREEMENT WITH THE TOWN OF RAMAPO FOR A ONE (1) YEAR PERIOD FOR CALENDAR YEAR 2024 TO USE THE RAMAPO POLICE RANGE AT NO COST TO THE TOWN OF HAVERSTRAW.

**17. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE LANDTEK GROUP**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE LANDTEK GROUP OF BAY SHORE, NEW YORK FOR THE MAINTENANCE SERVICE OF THE SYNTHETIC TURF FOR THE MULTI-PURPOSE FIELD AND THE CHALLENGER FIELD AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX AT A COST OF \$8,100.00, LEVEL III WHICH INCLUDES THREE (3) DEEP GROOMING SESSIONS ON EACH FIELD WITH ONE (1) FREE G-MAX TEST ON EACH FIELD FOR CALENDAR YEAR 2024.

**18. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER PRICING PLAN:

**EMERALD ISLE PRODUCTS**

• CPR	12 CASES	\$2,580.00
• FAIRWAY SEQUENTIAL IRON	24 CASES	\$4,296.00
• NITROGEN 19-1-6	6 CASES	\$1,290.00
• N-P-K PHOSPHITE	4 CASES	\$1,020.00
• SILICONE	6 CASES	\$1,380.00

**19. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CONNECTICUT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

**ENVU**

• DENISCOR	8 CASES	\$5,800.00
• MIRAGE	2 CASES	\$1,948.00
• SIGANTURE STRESSGUARD	17 CASES	\$12,852.00
• INTERFACE	4 CASES	\$3,948.00

**20. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CONNECTICUT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

**NUFARM**

• TOURNEY	2 CASES	\$5,960.00
• TRACTION	2 CASES	\$2,533.00
• MILLENIUM ULTRA	3 CASES	\$1,398.00

**21. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CONNECTICUT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

**OCEAN ORGANICS**

• HELMSMAN	1 55 GALLON DRUM	\$1,860.00
• NAUTLIS	4 CASES	\$2,276.00
• PRIVATEER	2 CASES	\$918.00

**22. AWARD OF CONTRACT TO WESTCHESTER TURF SUPPLY - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH WESTCHESTER TURF SUPPLY OF LINCOLNDALE, NEW YORK FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

**SYGENTA**

• A2Z SOLUTIONS PACK		\$8,181.00
• FERENCE	1 CASE	\$3,840.00
• DACONIL WEATHER STIK	8 CASES	\$3,360.00
• 1 LINK PACK ACERNITY		\$4,800.00
• POSTERITY	8 CASES	\$5,120.00
• CONCERT	13 CASES	\$6,955.00
• SCIMITAR GC	1 CASE	\$1,720.00
• 1 LINK PACK SUBDUE MAXX		\$5,910.00
• MEDALLION SC	3 CASES	\$4,110.00

**23. ACCEPTANCE OF LETTER OF RETIREMENT – DANA MOREL, POLICE OFFICER**

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, DANA MOREL, EFFECTIVE APRIL 1, 2024.

**24. AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENT WITH ORANGE AND ROCKLAND UTILITIES, INC.**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN AGREEMENT WITH ORANGE AND ROCKLAND UTILITIES, INC WITH RESPECT TO A UTILITY INSTALLATION PROJECT WITHIN PORTIONS OF TOWN ROADS BIRCH DRIVE AND CEDAR LANE.**

**25. PURCHASE OF AMMUNITION FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT**

**RESOLVED, UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF AMMUNITION REQUIRED FOR TRAINING QUALIFICATION AND DUTY FOR EACH SWORN OFFICER OF THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM JUREK BROTHERS INC. OF GREENFIELD, MASSACHUSETTS, OFF OF NEW YORK STATE CONTRACT PC68735 IN THE AMOUNT NOT TO EXCEED \$32,000.**

**26. APPROVAL FOR EMERGENCY LANDFILL DRAINAGE REPAIR**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY LANDFILL DRAINAGE REPAIR AT THE WEST END OF LANDFILL, INSTALL EXTRA 48' HEADWALL WITH RIP RAP AT OUTLET, AND INSTALL APPROXIMATELY 140 FT 48" HDPE BY VICTOR P. ZUGIBE INC. OF GARNERVILLE, NEW YORK AT A TOTAL COST OF \$160,000.**

**27. ESTABLISH CAPITAL PROJECT – APPROVAL FOR EMERGENCY LANDFILL DRAINAGE REPAIR**

**RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE EMERGENCY LANDFILL DRAINAGE REPAIR AT THE WEST END OF LANDFILL, INSTALL EXTRA 48' HEADWALL WITH RIP RAP AT OUTLET, AND INSTALL APPROXIMATELY 140 FT 48" HDPE, AS A CAPITAL PROJECT IN THE AMOUNT OF \$160,000.00, WHICH WILL BE FUNDED FROM THE ARPA FUND AS AN INTERFUND TRANSFER.**

**28. SURPLUS EQUIPMENT AND FURNITURE– HAVERSTRAW TOWN HALL**

**RESOLVED, THAT BASED UPON THE RECOMMENDATION OF JOHN FRIZALONE, PARKS DIRECTOR, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY DECLARE THE FOLLOWING AS SURPLUS:**

- 5316- FILE CABINET
- 5315- FILE CABINET
- 00147- FILE CABINET
- 00148 FILE CABINET
- 00059 FILE CABINET
- 000256- MICRO READER

29. **AWARD OF RFQ NO. 3-2024-PURCHASE AND INSTALLATION OF DESIGN-BUILD SECURITY CAMERAS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CHIEF PETER MURPHY, THAT THREE (3) REQUESTS FOR QUOTES WERE SUBMITTED TO CAPTAIN JOHN GOULD FOR THE PURCHASE AND INSTALLATION OF DESIGN-BUILD SECURITY CAMERAS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO TOTAL ACCESS CONTROLS, LLC OF GARNERVILLE, THE BEST VALUE BIDDER, AT A PRICE OF \$28,576.23, BEST VALUE DETERMINED BY OPTIMUM QUALITY, APPROACH, COST AND EFFICIENCY OF DESIGN-BUILD.

30. **AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH CATALIS PAYMENTS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A PAYMENT PROCESSING AGREEMENT WITH CATALIS PAYMENTS VIA WORLDPLAY LLC, ALLOWING CREDIT CARD AND DEBIT CARD PAYMENT OPTIONS FOR THE TAX OFFICE, AT NO ADDITIONAL COST TO THE TOWN.

31. **AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND STUDIO ELEVEN PRODUCTIONS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT OF SERVICES WITH STUDIO ELEVEN PRODUCTIONS OF WEST NYACK, NEW YORK TO PROVIDE FILMING AND EDITING OF BUSINESS HIGHLIGHT VIDEOS (\$1,355.00/SERIES); FILMING AND EDITING OF TOWN HIGHLIGHT VIDEOS (\$500.00/SERIES) FOR A TOTAL COST OF \$1,855.00 AND BE IT FURTHER

RESOLVED, THAT THE TOWN RESERVES THE RIGHT TO DECIDE HOW MANY EPISODES WILL BE PRODUCED DURING CALENDAR YEAR 2024.

32. **AWARD OF RFQ NO. 4-2024 – PRINTING AND MAILING OF 2024 GOLF BROCHURES**

RESOLVED, THAT TWO (2) REQUEST FOR QUOTES WERE SUBMITTED TO OLIVIA HITCHINGS, CLERK TYPIST, FOR THE SERVICE OF PRINTING AND MAILING THE 2024 GOLF COURSE BROCHURES, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO STAR PRESS PRINTING OF VALLEY COTTAGE, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$1,560.00.

**own of Haverstraw**  
**udget Adjustments**  
**or year ending 12-31-2023**

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
<b>ENERAL FUND</b>				
	Justice Personal Services	A-1110-0100	\$ 9,000.00	
	Supervisor Contractual	A-1220-0400	\$ 3,000.00	
	Director Of Finance Pers. Services	A-1310-0100	\$ 5,000.00	
	Buildings Contractual	A-1620-0400	\$ 20,000.00	
	Police Contractual	A-3120-0400	\$ 50,000.00	
	Garage Contractual	A-5132-0400	\$ 10,000.00	
	Parks Personl Services	A-7110-0100	\$ 40,000.00	
	Parks Contractual	A-7110-0400	\$ 30,000.00	
	Spec Rec- Golf Personal Services	A-7150-0100	\$ 5,000.00	
	Community Beautification	A-8510-0400	\$ 1,000.00	
	Social Security	A-9030-0800	\$ 30,000.00	
	Justice Contractual	A-1110-0400	\$ 9,000.00	
	Supervisor Personal Services	A-1220-0100	\$ 3,000.00	
	Spec Rec - Golf Contractual	A-7150-0400	\$ 5,000.00	
	Building Personal Services	A-1620-0100	\$ 1,000.00	
	State Retirement	A-9010.0800	\$ 75,000.00	
	Police & Fire retirement	A-9015-0800	\$ 50,000.00	
	Engineering Contractual	A-1440-0400	\$ 50,000.00	
	Judgement & Claims	A-1950-0400	\$ 10,000.00	
			\$ 203,000.00	\$ 203,000.00

<b>art - Town Fund</b>				
	Safety Inspection Personal Services	B-3620-0100	\$ 15,000.00	
	State Retirement	B-9010-0800	\$ 5,000.00	
	Refuse & Garbage	B-8160.0400	\$ 10,000.00	
			\$ 15,000.00	\$ 15,000.00





## PROPOSAL FOR FIXED ASSET INVENTORY SERVICES

### Town of Haverstraw

**Michael Gamboli**  
Director of Finance  
One Rosman Road  
Garnerville, NY 10923

### Submitted by:

**Ryan Tate**  
Director  
400 Holiday Drive, Suite 200  
Pittsburgh, PA 15220  
[ryan.tate@centurisk.com](mailto:ryan.tate@centurisk.com)

**January 10, 2024**

## 1. About Centurisk

Centurisk is a wholly owned subsidiary of Constellation Software Inc. (Constellation), a leading, global provider of software and services to organizations in the public and private sector. Constellation acquires, manages, and grows industry-specific software companies that provide specialized, mission-critical solutions to address the unique needs of their customers. Constellation is publicly traded on the TSX under the symbol CSU. For the fiscal year ending December 31, 2022, consolidated revenues were in excess of US \$6 Billion.

Centurisk is an industry-leading provider of technology and consulting solutions for asset and infrastructure intensive organizations in government, education, utilities, telecommunications, transportation, healthcare, and the commercial sector. Our suite of Enterprise Asset Management (EAM) software solutions and professional consulting services enable organizations to improve maintenance practices, streamline operations, and improve accountability for mission-critical capital and infrastructure assets.

Leveraging the latest Internet, e-commerce, and mobile computing technologies, our software and industry leading expertise help our customers maximize resource utilization, improve service delivery, and achieve substantial and measurable cost savings. Whether you are doing more with fewer resources or managing more assets with the same resources, Centurisk provides a complete solution.

Centurisk offers asset management solutions that embrace all aspects of capital asset and real property tracking, valuation, and reporting. Our innovative solutions help organizations to vastly improve GASB34/35 compliance, generate detailed financial reports, carry out depreciation and capitalization modeling, track property disposal, generate property insurance reports, and much more.

## **2. Features & Benefits of the Centurisk Solution**

### **A. Confidence in High Quality**

Centurisk has identified 'quality' as being the primary focus in all projects. Quality work results in a highly satisfied client and has been the basis of our success. Systems in place lead to shorter study periods, reliable data, minimized rework and a more useful reporting tool. The five stages of quality control include:

- Project Design & Implementation Plan – Project Director
- Daily Data Review – Project Manager
- Finalized Data Review – Regional Manager
- Preliminary Reports Review – Client
- Data Integrity Review – ISG Processor

Our aggressive quality control regime is led by a corporate philosophy of "Quality First, Profitability Second". Annual client surveys along with the partnerships with long-term clients have taught that this is never to be overlooked.

### **B. Experienced Personnel**

The core of our success is our dedicated and qualified personnel. Our asset services professional staff is comprised of consultants possessing backgrounds in a wide range of specialties, including architecture, engineering, construction estimating, accounting, real estate, finance, and business management. Members of our staff maintain affiliations with various professional associations focusing on the American Society of Appraisers (ASA). Centurisk has a unique combination of highly skilled professionals and cutting-edge technology that allows us to assess, execute, and support each client's specific valuation requirements in a professional, timely, and cost-effective manner.

### **C. Value-Added Software & Technology**

Centurisk internally designed and built the AssetMAXX system, a web-based application enabling clients to track, access and maintain their asset/property data. Insurance and accounting reporting is made possible for the client through this system. Template reports and Ad-Hoc reports provide flexibility and a customized aspect to AssetMAXX. Annual perpetuation of data saves time and money for our clients and makes the annual reporting process a much simpler task. The increased reliance on modern information technology (versus manual processes) was a core component of the reengineering of our practice.

### **D. Strong & Stable Financial Partner**

It is important to have confidence in the commitments made to you and Centurisk has the strength and stability to guarantee. Our group has been successful since 1989 performing the same services. This is a high integrity, public company that is a part of the Toronto Stock Exchange. Open books and open disclosure along with strong finances provide for an environment of quality, honesty, and commitment.

### 3. Project Scope and Procedures

#### A. Project Approach

##### ASSETMAXX SOFTWARE – SETUP AND DATA CONVERSION

Prior to starting the physical inventory portion of the project, Centurisk will set up the AssetMAXX system and successfully convert all legacy fixed asset data. This is a key step in the process because it will help the customer to establish a baseline fixed asset inventory database as well as properly track and report on exception assets such as disposals which are important for audit compliance. AssetMAXX will be utilized by Centurisk staff to conduct the on-site inventory. This process will include the following steps:

1. Customer provides Centurisk with legacy fixed asset data. MS Excel or comma delimited format is preferred.
2. Centurisk reviews the data file(s) and works with the customer to get the data in the best possible format for import. Assignment of database code numbers and associated descriptions for locations, buildings, and classification codes will be established.
3. Centurisk sets up the AssetMAXX system and all users.
4. Centurisk maps all fixed asset fields with the fields in AssetMAXX for import.
5. Upon approval of the data mapping, Centurisk imports all data to the AssetMAXX system.

##### PROJECT 'KICKOFF' MEETING

Our project team will hold a comprehensive project-planning meeting with your representatives in advance to the start of the fieldwork. We advise that members of the administrative staff or other directly involved personnel attend this meeting.

Topics of discussion include confirmation of project scope and time frames, clarification of assets to be verified, the physical inventory schedule, accessibility to buildings, contact person at each building or location, and the availability and use of original purchase records. The meeting lays the foundation for the methods and procedures used in perpetuating records upon completion of the inventory and delivery of the reports.

##### CLIENT STAFF EXPECTATIONS

Centurisk believes that clients retain our services with the expectation that Centurisk staff, as paid professionals, and consultants, will perform the necessary tasks in a high-quality manner to successfully complete the project on time. We do, of course, view our clients as active participants and anticipate their assistance with the following:

- Pre-Project Planning and Announcement – Centurisk will identify key items to have prepared for the project kickoff meeting. We ask that you prepare a memo for staff members to announce the project and give the general purpose and time frame.
- Access to All Sites – Centurisk appraisers will be granted access to all sites and buildings based on a mutually agreed upon appraisal schedule.
- Timely production of customer supplied data – Certain types of assets or pieces of financial information such as capital improvement projects, licensed vehicles, or land parcel information are required for financial reporting purposes. Centurisk will need this information

supplied in a timely manner or it will not be possible to achieve on-time completion of the project.

### PROJECT 'CLOSEOUT' MEETING

Upon completion of the on-site investigation, the Centurisk project manager will conduct a final closeout meeting with your staff. The focus is to ensure that all sites and properties have been accounted for and to answer any questions that you might have. This is also the time at which your staff should ensure that they have transferred all client supplied data to the project manager. Later delivery of data could delay final report processing.

## B. Inventory & Valuation Procedures

### BUILDINGS & STRUCTURES

The buildings/structures subject to our survey will be carefully inspected and measured. Professional Centurisk appraisers will independently calculate the square foot area of each building appraised through the review of "as-built" blueprints or physically measuring each building. Building photographs will be prepared for each structure to become part of our proof-of-loss documentation, in addition to assisting with the valuation efforts. A description for each building will be developed and recorded, depicting construction type and materials utilized.

#### **Primary Construction, Occupancy, Protection, and Exposure (COPE) data include:**

- |                           |                                |
|---------------------------|--------------------------------|
| a) Occupancy Type         | j) Construction Date           |
| b) Construction/ISO Class | k) Heating/Cooling Systems     |
| c) Framing                | l) Electrical                  |
| d) Roofing                | m) Plumbing                    |
| e) Ceiling                | n) Elevators                   |
| f) Exterior Walls         | o) Identify Protection Systems |
| g) Square Footage         | p) Additional Features         |
| h) Foundation/Footings    | q) GPS Coordinates             |
| i) Condition              | r) Flood Zone Classifications  |

During the office valuation portion of the engagement, property exclusions (those items not typically covered by an insurance policy) will be segregated to properly report the site preparation and excavation, footings and foundations, and a portion of plumbing costs (below grade).

### Construction/ISO Classifications

In addition to the analysis of individual building components, construction classes will also be recorded. ISO classes 1-6, as defined by the Commercial Fire Rating Schedule (CFRS) are defined in terms of the Marshall and Swift construction classes as follows:

ISO CLASS	M&S CLASS	DESCRIPTION
1	D	Frame/Combustible (wood walls and roof)
2	C	Joisted Masonry (free standing masonry shell flammable roof)
3	S	Noncombustible (light steel construction)
4	C	Masonry Noncombustible (free standing masonry walls with noncombustible floors and roof)
5	A	Modified Fire Resistive (noncombustible, 1-hour fire rating)
6	B	Fire Resistive (noncombustible, 2-hour fire rating)

### Capital Improvements

In addition, capital improvements that extend the useful life of a building (i.e., roofing projects, energy projects, remodeling, and replacing major building components) should be capitalized and become a part of the statement of assets for purposes of complying with GASB 34. To ensure that these assets are recognized and recorded, Centurisk will document recent capital project data as it is supplied by the customer. This information will include:

- a) Project Description
- b) Project Cost
- c) Year Completed
- d) Funding Source

## MACHINERY, FURNITURE, & EQUIPMENT

A detailed inspection and field inventory will be conducted at all buildings, identifying each asset by location, building and room. All assets included in our inventory and appraisal will be recorded and categorized by major account. This segregation of items will assist in reporting asset valuation totals for capital asset reporting formats. Our appraisers will utilize handheld computers equipped with laser scanners to document the required information for each asset where available:

- |                                |                                                |
|--------------------------------|------------------------------------------------|
| a) Asset Identification Number | j) Site/Location                               |
| b) Description                 | k) Room/Sub-location                           |
| c) Quantity                    | l) Historical (and Replacement) Costs          |
| d) Acquisition Date            | m) Miscellaneous/User Defined (i.e., old tag#) |
| e) Manufacturer                | n) Funding, Department and Program Source*     |
| f) Model                       | o) Normal Useful Life                          |
| g) Serial Number               | p) Accumulated Depreciation                    |
| h) Asset Account               |                                                |
| i) Building                    |                                                |

\*Fund, Department and Program numbers will be included with the assistance of customer personnel. Centurisk appraisers will apply barcode tags to each asset and enter the tag numbers along with all corresponding asset information into the database. Tags will be applied in a consistent location on like items, enabling ease of future re-inventory efforts. Our base fee includes the cost of all tags necessary for the initial inventory.

### Project Scope

- **Capital Assets** – All assets with an original cost of \$2,500 or more and having an estimated useful life of three years or greater will be inventoried and identified individually and capitalized in the resulting reports and data. Only these assets will appear in the capitalized accounting reports.

## LAND/SITE IMPROVEMENTS

Improvements outside of a building and particular to a parcel of land will be inventoried and values individually. Included are assets such as parking lots, fencing, exterior lighting, signs, and flagpoles.

## LICENSED VEHICLES

Licensed vehicles will be included in our inventory and valuation based upon information provided to Centurisk staff. Listings provided should include vehicle assignment, description, VIN number, acquisition date and cost, make, manufacturer and model, where available.

## LAND PARCELS

Land will be recorded in our database of information and reports based on information provided to Centurisk staff. This information should include, but is not limited to location, description, acquisition date and cost, and source of funds. Once a beginning inventory has been established, Centurisk will perform additional research, as needed to complete the inventory. Centurisk will develop accurate estimates of acquisition dates and cost where

information is not available in your records. Our work for this portion of the engagement will include the research necessary to document/estimate cost for all deeded parcels of land.

### C. Valuation Methodology

The offsite valuation portion of the project entails the research and calculations necessary to formulate both historic and/or replacement costs. The project manager and quality control supervisor work hand-in-hand to ensure the integrity of the data. The focus is on completeness, accuracy, and proper formatting of all data prior to final processing and delivery.

Our investigation of the property will follow generally accepted appraisal techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. This includes use of the straight-line method of depreciation. We will determine original cost by using the following costing methods:

- The **DIRECT COSTING** method will be used where historical data is readily available from Town records. The actual purchase cost and acquisition date will be maintained for those assets. While Centurisk is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by the Town to tie back original cost and dates of acquisition on the more material and recent acquisitions.
- The **STANDARD COSTING** is used when inventoried property units/groups not reconciled to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.
- The **NORMAL COSTING** method will be used where no historical information is readily available. These assets will be valued on a current basis and back trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

During the course of the valuation research, our appraisers will examine all assets to determine date of acquisition, original cost and/or replacement cost new, defined as follows:

- **ORIGINAL COST** is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.
- **REPLACEMENT COST NEW** is the amount required to reproduce property in like utility and function, in accordance with current market prices for materials, labor, equipment, contractor's overhead, profit and fees, but with no provisions for overtime or bonuses for labor and premiums for material or equipment, based upon replacing the entire property at one time.



## CLASSIFICATION OF ASSETS

Improvements outside of a building and particular to a parcel of land will be inventoried and values individually. Included are assets such as parking lots, fencing, exterior lighting, signs, and flagpoles.

During the inventory and coding processes, Centurisk will classify each asset by distinct type or category. Assets will be assigned to more than twenty different classifications, each with its own estimated normal useful life. This classification structure will enable the Town to select data for flexible reporting, as well as provide a benchmark for projecting replacement of capital equipment.

*Additionally, this structure will provide the asset life schedule for calculation of depreciation for current reporting requirements and eventual compliance with GASB S-34 requirements. Your involvement in the establishment of these guidelines will be essential at the front end of our engagement. Our team can review our recommended asset life schedules with you (and your external auditor) to reach mutually agreeable determinations in this area.*

*Centurisk was selected by the accounting subcommittee on GASB No. 34 Implementation to assist in the development of standard asset classifications and normal useful life guidelines.*

## D. Project Schedule

Centurisk's automated approach and depth of experienced staff qualify us to complete all phases of this project in a timely fashion. Upon receipt of your authorization, Centurisk will arrange a mutually agreeable schedule for the project planning meeting and our on-site inspection.

## 4. Deliverables

**Added quality control waypoints include the issuance of preliminary reports prior to final report distribution and optical electronic report for future perpetuation.**

### A. Preliminary Reports

Draft Summary and detail reports will be sent via email in .pdf format for review. Our clients have two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance, Centurisk will then prepare and deliver final reports in electronic and hard-copy format.

### B. Final Reports

The final reports will be presented in an easy-to-read format. Detail as well as summary reports are included in the final product. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Your reports will include:

#### Accounting Reports


- Accounting Summary Report Sorted by Fund, Asset Type
- Accounting Detail Reports Sorted by Fund, Location
- Current Year Depreciation Summary by Program
- Accounting Summary report Sorted by Category

#### Insurance Reports (if applicable)

- Insurance Summary
- Insurance Detail

***Note: Assets acquired after the most recent fiscal year end will be identified separately and NOT included in the accounting reports listed above, to establish true fiscal year end totals for financial reporting.***

## 5. Project Fee Schedule

 <b>QUOTE</b>		<b>TO: Town of Haverstraw</b> <b>ATTN: Michael Gamboli</b> <b>ADDRESS: One Rosman Road</b> <b>Garnerville, NY 10923</b>		<b>Quote Created: January 10, 2024</b> <b>Valid Through: April 9, 2024</b>	
APPRAISAL/VALUATION SERVICES FEES					
SERVICE	THRESHOLD	UOM	QTY	RATE	FEE
Asset Inventory Services - 2024	\$2,500	Assets	1	\$5,200	\$5,200.00
Asset Inventory Services - 2025	\$2,500	Assets	1	\$5,300	\$5,300.00
Asset Inventory Services - 2026	\$2,500	Assets	1	\$5,400	\$5,400.00
<b>Notes:</b> <i>* All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.</i> <i>* Centurisk will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.</i>					

## 6. Professional Services Agreement

This Professional Services Agreement (“Agreement”) is effective January 10, 2024 (“Effective Date”) and entered into between Assetworks Risk Management Inc. DBA Centurisk (“Centurisk”), with offices at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220, and the Town of Haverstraw, NY (“Client”), with offices at One Rosman Road, Garnerville, NY 10923. In consideration of the mutual covenants contained herein, the parties agree as follows:

### 1. Services.

1.1 Services and Statements of Work. In consideration of the fees paid by Client hereunder, Centurisk will provide Client with the Services described in Statements of Work (each, a “SOW”) executed by the parties which reference this Agreement. The SOW will set forth the relevant project details. Project completion will be upon delivery of the final reports, which reports will be delivered to Client electronically via a link to Centurisk’ proprietary application (“Application”). Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Client or (ii) ten (10) business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports.

1.2 Access. Client agrees to cooperate with Centurisk in providing access to Client’s property and assets as required for Centurisk to perform the Services. Failure to provide such access will cause delay in Service delivery and be subject to additional fees.

1.3 A Summary Appraisal Report will be provided by Centurisk in the final reports package. This report includes Value Definitions, Effective Dates, Valuation Methodology, Summary Values and general Assumptions and Limiting Conditions for the valuation findings provided.

### 2. Intellectual Property Rights.

2.1 Ownership. Centurisk owns all intellectual property rights in and to the Services any related data (excluding Client Data as defined below), documentation, techniques, tools, and software used by Centurisk to deliver the Services. For clarity, Client obtains no interest in the Services except as expressly provided in this Agreement.

2.2 Client Data. Client shall retain all right, title, and interest in and to the Client Data provided by Client to Centurisk in connection with the Services (collectively, “Client Data”). Centurisk shall provide guidance to Client in determining the Client Data required by Centurisk for purposes of performing the Services. Client agrees to provide Centurisk with all data specifically requested, including documentation and information, in a timely manner. In its performance of the Services, Centurisk will rely on the Client Data provided by Client. Centurisk shall assume, without incurring liability therefore, that all Client Data provided by Client is correct and complete. If Client provides additional and/or corrected Client Data at a later date, Centurisk’ efforts with respect to such additional and/or corrected Client Data shall be deemed additional Services and subject to additional fees. Client grants to Centurisk a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary to perform the Services. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data.

### 3. Fees and Payment.

3.1 Fees. Client shall pay the Service fees set forth in the applicable SOW.

3.2 Payment. Centurisk will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports. Unless otherwise provided in the SOW, Client agrees to pay all fees set forth in the applicable SOW within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, Centurisk reserves the right to

charge, and Client agrees to pay, a late payment fee on the unpaid balance from the due date until paid equal to the lesser of one- and one-half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

#### **4. Term and Termination.**

4.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year (“Initial Term”). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year (each, a “Renewal Term”) unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are collectively referred to as the “term” of this Agreement.

4.2 Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice. Either party may terminate any individual SOW in accordance with the terms stated in such SOW or, if there are no such terms, upon providing ninety (90) days’ written notice to the other party.

4.3 Effect of Termination. Upon termination of this Agreement, Client shall immediately cease using the Services and all SOWs will be deemed terminated. Client shall pay Centurisk all fees due for Services provided through the date of termination in accordance with Section 3.2.

4.4 Suspension or Termination of Services. Centurisk may suspend or terminate Client’s access to the Services if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of notice. Centurisk reserves the right to temporarily suspend the Services based on its good faith belief that it is necessary to protect the integrity of the Services.

#### **5. Confidentiality.**

5.1 Confidential Information. Each party (the “Disclosing Party”) may from time to time during the term of this Agreement disclose to the other party (the “Receiving Party”) certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively “Confidential Information”). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Services and any related data, and any quantitative analysis of the Services or performance of the Services are deemed the Confidential Information of Centurisk, and the Client Data is deemed the Confidential Information of Client.

5.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party’s records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 **Non-Disclosure and Non-Use.** The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

## **6. Representations and Warranties.**

6.1 **General Warranty.** Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

6.2 **Limited Warranty.** Centurisk warrants it will perform the Services in accordance with the Agreement and any applicable SOWs. Centurisk further warrants that all Services will be performed in a good and workmanlike manner in accordance with industry standards. Client's exclusive remedy, and Centurisk' sole liability, for breach of this warranty shall be for Centurisk to use commercially reasonable efforts to re-perform the affected Services, provided that Client has given written notice to Centurisk within ninety (90) days of discovery of the non-conformance. Centurisk shall, to the extent reasonably possible and permissible, pass through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by Centurisk to Client under this Agreement.

6.3 **Disclaimer of Warranty.** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY WITH RESEPECT TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES, THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES, THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION CENTURISK MAY MAKE, AND ANY IMPLIED WARRANTIES CONCERNING PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.4 **Client Responsibilities.** Client is responsible for maintaining a backup of Client Data on its computer system. Centurisk will not be responsible for loss of or damage to any data or loss of use of any computer or network systems. Client acknowledges that Centurisk' performance and delivery of the Services are contingent upon: (i) Client providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network, and Client Data and (ii) Client's timely decision-making, notification of relevant issues or information and granting of required permission and/or approval. Customer will promptly obtain and provide to Centurisk any required licenses, approvals or consents necessary for Centurisk' performance of the Services.

## **7. Indemnification.**

7.1 Centurisk will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the Services within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Client notifies Centurisk promptly in writing of such Claim and provides Centurisk with the sole control, authority, information and assistance necessary to defend or settle such Claim.

7.2 In the event of an infringement Claim, or Centurisk believes that such a Claim is likely, then Centurisk shall, at its expense: (i) procure the right for Client to continue using the Services; (ii) replace or modify the Services so that it becomes non-infringing, without materially decreasing the functionality of the Services; or (iii) if neither (i) or (ii) is commercially practical, then, at Centurisk' sole option, terminate this Agreement and refund a portion of the Service fee paid by Client for the period in which the Services were affected by such infringement.

7.3 Centurisk will not be liable for any infringement Claim based upon any (i) modification of the Services made by anyone other than Centurisk; (ii) use of the Services in combination with any service, software, or other technology not supplied by Centurisk or in which the Services were not intended to be used, to the extent such Claim would not have arisen but for such combination (regardless of whether or not Centurisk has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the Services contrary to the terms of this Agreement.

7.4 THE FOREGOING STATES CENTURISK' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

7.5 Client shall defend and indemnify Centurisk from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from, or related to the exclusions set forth in Section 7.3 or violation of Section 2.2.

#### **8. Limitation of Liability.**

8.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

8.2 Centurisk' entire liability under this Agreement or in any way related to the Services will be limited to direct damages in an amount equal to the fees paid by Client to Centurisk pursuant to the applicable SOW during the twelve (12) month period immediately preceding the Claim.

#### **9. General.**

9.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of law principles.

9.2 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

9.3 **Modification and Waiver.** Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

9.4 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This

Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective parties.

9.5 Remedies. The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 5, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

9.6 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

9.7 Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

9.8 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

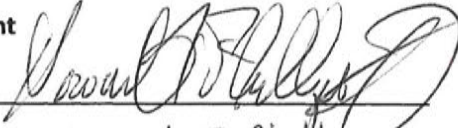
9.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

9.10 Entire Agreement. This Agreement, including SOWs or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

9.11 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.



The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

**Client**  
 By:   
 Name: Howard T. Phillips  
 Title: Supervisor  
 Date: 1/10/24

**Centurisk**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

APPRAISAL/VALUATION SERVICES FEES					
SERVICE	THRESHOLD	UOM	QTY	RATE	FEE
Asset Inventory Services - 2024	\$2,500	Assets	1	\$5,200	\$5,200.00
Asset Inventory Services - 2025	\$2,500	Assets	1	\$5,300	\$5,300.00
Asset Inventory Services - 2026	\$2,500	Assets	1	\$5,400	\$5,400.00



11 Grace Avenue, Suite 308  
Great Neck, New York 11021  
Phone: 516-487-9815  
rtortora@capmark.org

## Financial Advisory Services Agreement

**This Agreement** has been entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Haverstraw, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

### **Section 1 Financial Advisory Services**

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

## **Section 2 Compensation**

- 2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees, some of which are contingent on a transaction closing, will be as follows:
- For bond issues: \$10,800 for issues up to \$2 million plus \$0.50 per \$1,000 of bonds issued over \$2 million,
  - For note issues: \$5,500 for issues up to \$2 million plus \$0.50 per \$1,000 of notes issued over \$2 million,
  - For bonds sold with only a Term Sheet and no Official Statement: \$8,500
  - For notes sold with only a Term Sheet and no Official Statement: \$3,250
  - For capital lease issues: \$6,250 plus \$.50 per \$1,000 of lease issued
  - For Continuing Disclosure, inclusive of all required Material Event Notices: \$2,600 annually
  - For services unrelated to a bond issuance: billed at an hourly fee of \$175 per hour.
- 2.02 For refunding bond issues, the fee will be negotiated with the Town and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.
- 2.03 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.04 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

## **Section 3 Term of Agreement**

The term of this Agreement shall be f from the date hereof to December 31, 2024.

## **Section 4 Responsibilities of Parties**

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

## **Section 5 Required Regulatory Disclosure**

### **Conflicts of Interest Disclosure**

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

### **Information Regarding Legal Events and Disciplinary History Disclosure:**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- Neither CMA nor any of its Associated Persons are currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website ([www.sec.gov](http://www.sec.gov)).
- CMA has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the U.S. Securities and Exchange Commission.

**Future Supplemental Disclosures:**

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

**Section 6 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

**Section 7 Modification and Termination**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Town or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year set forth below.

**CAPITAL MARKETS ADVISORS, LLC**

**TOWN OF HAVERSTRAW, NEW YORK**

*Richard Tortora*

Richard Tortora  
President

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# TAMBLIN ENGINEERING, PLLC

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January 18, 2024

Mr. Howard Phillips, Jr.  
Supervisor  
Town of Haverstraw  
Town Hall  
One Rosman Road  
Garnerville, NY 10923

**RE: Recommendation of Bid  
Town Bid No. 12-2023  
Philip J. Rotella Golf Course 18-Hole Automatic Irrigation System  
Town of Haverstraw, NY  
Contract No. 1- General**

Dear Supervisor Phillips:

Bids were received on January 11, 2024 for Town Bid No. 12-2023 Philip J. Rotella Golf Course 18-Hole Automatic Irrigation System, Contract 1 – General. These bids are for the rehabilitation of the golf course irrigation system and include equipment, materials, and labor for the rehabilitation of the 18-hole irrigation system. The work includes values carried for the removal of rock encountered during construction and the values carried for horizontal directional drilling under roadways.

The work for the base bid consists of replacement of the existing 18-hole irrigation system, which is described as follows:

1. Furnishing and installing an 18-hole automatic irrigation system located at the Philip J. Rotella Golf Course, complete with all equipment and accessories.
2. General Construction - Mobilization/Demobilization, Materials Supplied and Stored, and Record Documents

The unit price work consists of rock removal and horizontal drilling under roadways, each to be used on a discretionary basis under direction by the Owner or Engineer as follows:

1. Rock Removal: Item includes rock removal to be utilized as directed by the Owner or Engineer to remove rock by mechanical means or other approved means. Item includes the removal, hauling, and disposal in accordance with applicable regulations. Unit shall be priced per linear foot.
2. Horizontal Drilling Under Roadways: Item includes horizontal directional drilling under local roadways to be utilized as directed by the Owner or Engineer. Unit shall be priced per linear foot.

The Town of Haverstraw officially distributed bidding documents through Eastern Contractors Association, Inc. distribution list and through electronic mail distribution by request.

A pre-bid meeting for this project was held on January 4, 2024. Three companies attended this meeting.

On January 11, 2024 two bids were received from the following contractors:

<b>Contractor</b>	<b>Base Bid Amount</b>	<b>Rock Removal</b>	<b>Horizontal Directional Drilling Under Roadways</b>
George E. Lehy Company	\$3,170,296.46	\$297.00/LF	\$132.50/LF
Curti & Associates Ltd.	\$3,313,650.00	--	--

The estimated opinion of cost prior to the bid date was approximately \$1,800,000. The estimate was provided to the Town of Haverstraw by Hort Solutions, the consultant providing the design of the irrigation system.

Based on the bids submitted and the review performed, it is the recommendation of the Engineer to reject the bids. The apparent low bidder provided an estimate that greatly exceeds the opinion of probable cost provided by the consultant. It is the recommendation of the Engineer to reject the bids and rebid the project in the future when the bidding climate is more favorable to the Owner.

If you have any questions, please call.

Sincerely,



Michael E. Tamblin, PE  
Managing Principal

cc: Michael Gamboli, Town of Haverstraw  
Chris Dyroff, Town of Haverstraw  
William Stein, Stein & Stein, LLP  
Matt O'Neal, Hort Solutions  
Hannah Sheehan

**LICENSE AGREEMENT FOR USE OF THE RAMAPO  
POLICE RANGE FACILITY BY OUTSIDE AGENCIES**

This Agreement made as of the 1<sup>st</sup> day of January 2024, between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

TOWN OF HAVERSTRAW, a municipal corporation of the State of New York, with offices at 1 Rosman Road, Garnerville, New York 10923, hereinafter referred to as "LICENSEE".

**WITNESSETH:**

**1. DESCRIPTION AND LOCATION**

The TOWN hereby grants the LICENSEE, and LICENSEE hereby accepts from the TOWN, a license to use the Town of Ramapo Police Range Facility located at the end of Bailer Road in the Town of Ramapo. Said use shall include and be limited to training officers in firearms knowledge and proficiency.

**2. TERM**

The term of this License Agreement shall be for one year from January 1, 2024 through December 31, 2024 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

- (a) The parties understand and agree that this is a License Agreement and not a lease, and is, therefore, revocable by the TOWN at will when, in the judgment of the TOWN Board, it is deemed that such termination is necessary either by operation of law or for any other public purpose, and the TOWN reserves the right to cancel this license on written notice to the LICENSEE whenever it desires in good faith to do so.
- (b) This License Agreement is specifically conditioned upon the representation by the LICENSEE that such LICENSEE, trainers and trainees shall be familiar with and comply with the Town of Ramapo Police Range Facility Policy (GO-105) and as said policy may from time to time be amended. A copy of GO-105 is attached hereto and made a part hereof.

**3. CONSIDERATION**

- (a) The LICENSEE, in consideration for this license, shall agree to provide the TOWN with insurance, pursuant to Paragraph 5 of this License Agreement, naming the TOWN as an additional insured, and shall indemnify and hold the TOWN harmless by reason of any claim against all suits or liability regardless of origin or nature arising out of LICENSEE'S use of the Town of Ramapo Police Range Facility. With respect to the insurance for which the TOWN is designated as an additional insured, the certificate must also indicate that the insurance is primary to the TOWN.



- (b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2024, the TOWN will be adding improvements to the facility in order to comply with Federal and State requirements. The TOWN anticipates charging a fee commencing in 2025.

#### **4. COMPLIANCE WITH LAW**

LICENSEE agrees to comply with all Federal, State and Local Laws and regulations and orders of the TOWN affecting the licensed premises in regard to all matters.

#### **5. INSURANCE**

The LICENSEE shall not use the Ramapo Police Range Facility under this license until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.

- (a) Compensation Insurance - The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.

- (b) General Liability and Property Damage Insurance - The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance in a General Aggregate amount not less than \$5,000,000 and not less than \$5,000,000 on account of any one occurrence.

- (c) INTENTIONALLY OMITTED.
- (d) Defense of Action or Suits - Neither the TOWN nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may occur to the premises pursuant to the rights and obligations of the LICENSEE hereunder, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the LICENSEE'S use of the premises. Neither the TOWN nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the LICENSEE or otherwise, or for damages to any property, whether belonging to the employees and/or agents of the LICENSEE or otherwise, or for damages to any property, whether belonging to the contractor or others, occurring during or resulting from the LICENSEE'S use of the premises. The LICENSEE shall properly guard against all injuries and damages. The LICENSEE shall indemnify and save harmless the TOWN, its officers and employees, and agents

against all such injuries, damages and compensation arising or resulting from causes other than the TOWN'S negligence. The LICENSEE shall, throughout the term hereunder and any use of the premises, that may occur at any time after the termination of this agreement, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the LICENSEE and the TOWN, and shall furnish duplicates of the policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the TOWN.

- (e) The LICENSEE shall furnish the TOWN with satisfactory proof of coverage of the insurance required.

Each policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after 10 days' notice by Certified Mail to the TOWN Attorney, TOWN OF RAMAPO, TOWN Hall, 237 Route 59, Suffern, New York 10901."

- (f) If, at any time, any of the said policies shall be or become unsatisfactory to the TOWN as the form or substance, or if a Company issuing any such policies shall become unsatisfactory to the TOWN, and notification is given to LICENSEE in writing of same, LICENSEE shall promptly obtain a new policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided, Upon failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this license may, if such policy or policies are not secured within fifteen (15) days after written notice is given LICENSEE, at the election of the TOWN, be forthwith declared suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the TOWN as liquidated damages. Failure of LICENSEE to purchase and/or maintain any required insurance shall not relieve LICENSEE from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must remain in effect during the life of the license and any use of the premises after the expiration of the license. This paragraph shall survive the expiration of the term herein.
- (g) The total amount of insurance coverage set forth in paragraph 25(a) herein may be increased by the TOWN during the term of this License or any extension term hereof if reasonably deemed in the best interest of the TOWN.

## **6. HOLD HARMLESS**

**The LICENSEE, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the TOWN and all of its agents, officers, servants and employees, including any consultant of the TOWN, by reason of any claim against all suits or liability regardless of origin or nature arising out of the use of the facility by the LICENSEE, including all laborers, employees, agents, servants, and**

**officers of the LICENSEE, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the LICENSEE agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the TOWN, shall, at the LICENSEE'S own expense, defend any and all such actions.**

**7. LIABILITY TO THE TOWN**

The TOWN shall not be liable for any damage to persons or properties at the Town of Ramapo Police Range Facility. The LICENSEE agrees that all personal property upon the demised premises shall be at the risk of the LICENSEE and that the TOWN shall not be liable for any damage thereto or loss or theft thereof.

**8. MISCELLANEOUS PROVISIONS**

- (a) LICENSEE agrees to abide by all reasonable rules and regulations that the TOWN may, from time to time, make or adopt.
- (b) The failure of the TOWN to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, or covenants herein contained.
- (c) If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall to any extent be invalid or enforceable, the remainder of this license shall not be affected thereby and each remaining term, covenant and condition of this license shall be valid and remain in full force and effect.

**9. MODIFICATION**

This instrument contains all of the agreement and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties or their respective successors in interest.

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

DATE: \_\_\_\_\_

TOWN OF HAVERSTRAW

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

\_\_\_\_\_  
Print Name & Title

TOWN OF RAMAPO

By: \_\_\_\_\_  
MICHAEL B. SPECHT  
SUPERVISOR

State of New York )  
 ) SS:  
County of Rockland )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York )  
 ) SS:  
County of Rockland )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael B. Specht, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



#### 105.4 Procedures

- A. The Town of Ramapo Police Department may utilize the Ramapo Police Range Facility for any training or activity deemed safe and suitable.
  - 1. The Range Manager shall be consulted prior to authorization of range use so as not to cause safety issues or conflicts with scheduled training.
    - (a) In the absence of the Range Manager, a Firearms Instructor shall be consulted with.
  - 2. When firearms instruction is being conducted, there should be at least one Firearms Instructor or Range Officer present for every three trainees.
    - (a) This ratio may be altered by the Range Manager or Senior Firearms Instructor after carefully considering the experience level of trainers and trainees, and any other conditions which may affect the safe operation of the Ramapo Police Range.
- B. Designated parking shall be on the stone covered area within the gates of the Ramapo Police Range Facility. Vehicles are to be parked in plain view so that anyone entering the Police Range Facility can clearly see the vehicles and know that the Range is in use.
- C. Upon arrival, that person in command of the Range, shall assure that the Police Range is checked for safety hazards, damage, or any required maintenance to the Range or Equipment. If necessary, it shall be reported to the Range Manager or Senior Firearms Instructor. Officers are to use care in and around the Range Facility and Storage Trailer to avoid contact with animals which may find their way inside, including rattlesnakes.
- D. When the Range is active, the sign at the entrance gate shall be flipped to indicate that the Police Range is in use. It shall be flipped back upon completion.
- E. Rubbish shall be placed in proper receptacles.
- F. Additional procedures for Off-Duty Police Range Facility use.
  - 1. After obtaining permission from the Range Manager, individual officers may use the Ramapo Police Range for practice, at their own risk, and will not be considered on duty.
  - 2. When more than one officer is using the Ramapo Police Range, a Firearms Instructor or Range Officer should be present. The Range Manager will make a determination based upon the individual officer's knowledge and experience.
  - 3. The Range Manager may authorize an officer to be accompanied by a non-department member for safety purposes on an individual basis.

4. Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.
    - a. If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.
    - b. The supervisor shall assure that the Shift OIC is notified.
  5. Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.
- G. Safety.
1. Prior to any Firearms Training Session, a Safety Lecture shall be given, including but not limited to the following points:
    - a. All firearms are to be always considered loaded;
    - b. Firearms are to be holstered and secured at all times unless actively involved in a course of fire and have been given a command to unholster and/or fire by a Firearms Instructor or Range Officer;
    - c. Unless in use during training, all rifles and shotguns will be kept with the action open and the safety on;
    - d. Firearms will never be pointed at or in the direction of a person;
    - e. Firearms will never be pointed at anything you are not willing to damage or destroy;
    - f. Finger is to remain off the trigger until a decision has been made to shoot;
    - g. Shooters are to be aware of any hazards in the shooting environment and beyond prior to initiating any shots;
    - h. While on the line and involved in a training exercise, talking should be kept to a minimum so as not to interfere with range operations;
    - i. Anyone who sees, or simply believes that a safety hazard exists, shall immediately yell the word, "ABORT" loud enough for everyone to hear;
    - j. Upon hearing an "ABORT", everyone on the range shall immediately cease all shooting activity, safely holster and secure any handguns in their possession, and remain in their present position if not in danger. If rifles or shotguns are in use, the safety shall be applied, and the muzzle positioned vertically, above the head of the tallest person present at the range. They will then await further instructions from a Firearms Instructor or Range Officer;
    - k. Shooters shall not move from their line positions until instructed to do so by a Firearms Instructor or Range Officer;





**105.5 Lines of Authority**

When firearms are in use or to be used at the Ramapo Police Range Facility, the following personnel are in command of the Range:

- A. The Range Manager, followed by;
- B. the Senior Firearms Instructor, followed by;
- C. the highest ranking Firearms Instructor, followed by;
- D. the highest ranking officer present, followed by;
- E. the highest ranking Range Officer, followed by;
- F. the most senior officer.

**105.6 Use of Ramapo Police Range by Outside Agencies**

- A. Any outside agency wishing to utilize the Ramapo Police Range Facility, shall request such use in writing to the Chief of Police, and if approved, will be referred to the Ramapo Town Attorney's Office for contract.
- B. Licensees in contract with the Town of Ramapo may use the Ramapo Police Range Facility for Departmental Firearms Training ONLY.
- C. The contract is designed to accommodate the Licensee when no other Range Facility is available for their training. If another location is available to the Licensee, then the Ramapo Police Range Facility shall not be used. Other training, not directly related to firearms, shall be conducted off premises.
- D. Training must be performed under the direct supervision of a Firearms Instructor.
  - 1. Officers may remain at the Ramapo Police Range during a meal period provided that a Firearms Instructor is actually present at the facility.
- E. Only officers actually involved in the training activity and their supervisors, may be present at the Ramapo Police Range Facility.
- F. Under no circumstances shall anyone not covered under the Licensee's Agreement and/or Contract be present at the Range Facility.

- G. Licensees, Trainers, and Trainees shall be familiar with and comply with all provisions of this policy. Failure to comply with this policy will result in the immediate withdrawal of the Agreement and Contract.
  - 1. If for any reason any part of this policy is in question or violation, the Licensee is subject to the direction of the Ramapo Police Officer in Charge (OIC), Range Manager, or Senior Firearms Instructor.
- H. Licensee's or their agent(s) shall provide a copy of the signed contract and schedule all training with the Ramapo Police Range Manager prior to the commencement of any training.
  - 1. The Range Manager should ensure that the Licensee's request does not conflict with any other Range Facility use.
  - 2. The Range Manager shall assure that the working squad OIC is notified of the date, time, and length of training scheduled.
- I. Licensee shall designate one Firearms Instructor as being their Officer in Charge prior to any training.
  - 1. Licensee's OIC shall be responsible to assure compliance with this policy.
  - 2. Licensee's OIC shall notify the Ramapo Police Desk Sergeant on arrival and departure from the Range Facility.
- J. Under No Circumstances shall any agency conduct any activity at the Ramapo Police Range Facility until the Agreement has been executed and filed with the Town of Ramapo Attorney's Office.
- K. Licensee is not authorized to create or possess copies of the Ramapo Police Range Facility access keys without authorization from the Chief of Police or his/her designee.
  - 1. The Range Manager shall maintain records of agencies and individuals authorized to possess access keys to the Police Range Facility and has the authority to revoke those privileges at any time.
- L. Before Rifles are fired, Licensee shall assure that the "C-Shaped" target supports on the Action Target System are removed from the affected target positions. This is to avoid damage to the "C-arm" which is not designed to withstand rifle fire.



***BUILDING CHAMPIONS FROM THE GROUND UP***

[www.LandTekGroup.com](http://www.LandTekGroup.com)

**Synthetic Turf Maintenance  
Proposal #23-1560**

Prepared for:  
Mike Gamboli  
Town of Haverstraw

Submitted by:  
Mike Quick  
Account Manager  
The LandTek Group, Inc.  
Office 631-691-2381, ext.  
Cell 917-301-6299  
mquick@landtekgroup.com

## **The LandTek Group's Synthetic Turf Maintenance Program**

### **Overview**

As the North East's largest installer and maintainer of synthetic turf systems, The LandTek Group is proud to offer a complete line of professional services designed specifically for your field. While synthetic turf requires less maintenance than natural grass playing surfaces, there are specific maintenance procedures that when performed regularly will keep your field in peak operating condition. In addition to protecting your warranty, a proper maintenance program can extend your field's life expectancy as well as ensuring a substantial return on your investment.

### **Features - Deep Grooming Session**

We utilize only state of the art engineered maintenance equipment including the Redexim Verti-Top, the SMG Sportchamp and the Aera-Vator UA60. When used by our trained certified maintenance technicians, your field will receive the highest quality maintenance service in the industry. At each visit, our crew will:

- Perform an overall inspection of the field
- De-compact upper layer of infill material
- Rotary brush the turf fibers to deposit any contaminated infill and foreign debris onto a vibrating sieve, separating debris from infill
- Remove fine dust and dirt from field utilizing a vacuum with a HEPA filter
- Redistribute the clean infill back onto the field
- Sweep and level the infill consistently across the entire field
- Sweep the field with drag magnet to collect any ferrous material
- Repair any minor warranty seam or inlay issues
- Add additional infill materials to all high traffic areas
- Power clean the field perimeter
- Take multiple infill measurements to verify surface planarity and infill depths
- Remove all collected debris and trash from work site
- Provide a written maintenance summary report

A deep grooming maintenance session for a typical size field inside a running track takes approximately three to four hours. We make every attempt to schedule your service so as not to interfere with afternoon practice sessions or games.

## **G-Max Testing**

One of the most important questions in deciding to install a synthetic field is “is it safe?” The answer is yes. Synthetic fields that are properly maintained are safe. One of the ways to measure this is by having an annual G-Max test performed on your field. This test measures the impact attenuation, or “shock absorption” properties of your turf field. This test not only tells you how playable your field is, but can also warn you of unseen conditions that potentially can make your field harder than it was designed to be. As a field owner, being proactive by testing your field and maintaining it properly demonstrates a serious commitment to the health and safety of your athletes and community. Our G-Max testing is performed according to ASTM standards. You will receive a formal report detailing the overall field average, the location and drop results of ten sport specific test areas, as well as infill depths and field surface temperatures. Most insurance companies are now requiring synthetic turf fields to be tested annually.

## **Additional Services Offered**

In addition to synthetic turf maintenance contracts, The LandTek Group also offers the following services:

- Warranty and non-warranty synthetic turf repairs
- Emergency repairs
- Synthetic turf sports line painting
- Baseball conversions from clay to turf
- Synthetic turf snow removal
- Maintenance staff training
- Field disinfecting

## **The LandTek Group Advantage**

- The Northeast Areas Recognized Leader in Athletic Field Construction
- The Largest Installer and Maintainer of Synthetic Turf Fields in the USA
- Over 35 Years of Experience in the Turf and Sports Field Industry
- FieldTurf Certified Maintenance Provider
- Unmatched Financial Stability
- Fully Licensed and Insured
- Two Certified Sports Field Managers on Staff

Date:12/6/2023

Proposal #23-1560

Field 1: Town of Haverstraw – Multi-purpose Field

Field 2: Town of Haverstraw – Challenger Field

**Proposal from 1/1/2024-12/31/2024**

**Level II ..... \$ 5,900.00**

Includes two (2) deep grooming sessions on each field  
with one (1) free G-Max test on each field

**Level III ..... \$ 8,100.00**

Includes three (3) deep grooming sessions on each field  
with one (1) free G-Max test on each field

**READ, AGREED, AND ACCEPTED BY:**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

PO #: \_\_\_\_\_

Level Selected: \_\_\_\_\_

If accepted, please sign and return either via mail, e-mail or fax to:

The LandTek Group  
105 Sweenydale Avenue Bay Shore, NY 11706  
TEL (631) 691-2381 [WWW.LANDTEKGROUP.COM](http://WWW.LANDTEKGROUP.COM) FAX (631) 598-8280

January 8, 2024

Orange and Rockland Utilities, Inc.  
One Blue Hill Plaza  
Pearl River, New York  
Attention: Michael Casale

Re: Birch Drive and Cedar Lane, Town of Haverstraw

Dear Michael Casale:

This Letter Agreement (this "Agreement") clarifies certain previously discussed agreements between the Town of Haverstraw (the "Town") and Orange and Rockland Utilities, Inc. ("O&R") with respect to a utility installation project (the "Project") within portions of Town roads commonly known as Birch Drive and Cedar Lane (for purposes of this Agreement, such portions are referred to collectively herein as the "Work Areas"). Accordingly, the Town and O&R hereby agree as follows:

1. O&R previously performed the utility installation work for the Project, and upon completion thereof, restored each trench within each Work Area with 12" minimum depth NYSDOT Item 4 and a 6" binder flush with the surface of each such Work Area, leaving each Work Area in a safe condition (collectively, "O&R's Work"). The Town has agreed to perform the permanent restoration work for the Work Areas, including without limitation, paving the Work Areas with asphalt (collectively, the "Town's Work").
2. The Town and O&R hereby agree that (i) O&R's Work is the only work required to be performed by O&R in connection with the Project, (ii) O&R's Work does not include any work in connection with drainage, including without limitation, the installation, repair or replacement of any catch basins, piping, castings or covers, or any curbing, (iii) O&R shall have no additional or continuing obligations with respect to the Work Areas upon completion of the O&R Work, and the Town releases and discharges O&R, its directors, trustees, officers, agents, contractors, employees and representatives, and all of their respective successors and assigns (the "O&R Parties") from, and indemnifies, defends and holds the O&R Parties harmless from and against, any and all claims, actions, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature ("Claims"), arising out of or relating to the condition of the Work Areas, including without limitation, the structure, subsurface or surface of the Work Areas, any and all uneven pavement or asphalt, dips or depressions therein or deterioration thereof, or the pooling of any water or any other drainage issues that may occur thereon. However, this paragraph shall not in any way limit O&R's responsibility with respect to the utility facilities installed by O&R in connection with the Project.
3. In consideration of the Town's agreement to perform the Town's Work and the agreements, release and indemnification provided by the Town herein, O&R agrees to pay to the Town a sum equal to the greater of (i) One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00), or the amount actually invoiced by the Town's contractor, Gorman Brothers, pursuant to price escalations permitted under its 2022 contract with the Town (2022 NYS OGS Contract PC#69536). The Town agrees to apply this sum to its costs in performing the Town's Work.
4. The terms and conditions of this Agreement are to be kept confidential by the Town and O&R, except that this Agreement and/or any of the terms of this Agreement may be disclosed by either party as may be required by law or legal process, including without limitation, by O&R to the New York State Public Service Commission and/or any other governmental authority with jurisdiction over its operations.
5. This Agreement shall be binding upon and for the benefit of the parties hereto and each



of their respective successors and permitted assigns. The provisions of the Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.

6. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This Agreement and any counterpart thereof may be delivered via fax or email, it being the express intent of the parties that this Agreement and any counterpart thereof delivered via fax or email (together with the signatures thereon) shall have the same force and effect as if they were originals.

- REMAINDER OF PAGE LEFT INTENTIONALLY BLANK -

TOWN OF HAVERSTRAW

By: \_\_\_\_\_  
Name:  
Title:

AGREED AND ACCEPTED  
THIS \_\_ DAY OF \_\_\_\_\_, 2024:  
ORANGE AND ROCKLAND UTILITIES, INC.

By: \_\_\_\_\_  
Name: Michael Casale  
Title: Section Manager, Gas Operations

AGREED AND ACCEPTED  
THIS \_\_ DAY OF \_\_\_\_\_, 2024:  
ORANGE AND ROCKLAND UTILITIES, INC.

By: \_\_\_\_\_  
Name: Flannan Heir  
Title: General Manager – Gas Operations

AGREED AND ACCEPTED  
THIS \_\_ DAY OF \_\_\_\_\_, 2024:  
ORANGE AND ROCKLAND UTILITIES, INC.

By: \_\_\_\_\_  
Name: Won Choe  
Title: Vice President - Operations

**VICTOR P. ZUGIBE INC.**

Telephone (845) 947-2255 - Fax (845) 947-3386

Victor P. Zugibe  
66 W. Railroad Ave.  
Garnerville, NY 10923

January 18, 2024

Town of Haverstraw  
1 Rosman Rd  
Garnerville, NY 10923

**Attn: Pat Brady**  
**Re: Landfill Drainage Repair**

**Install Extra 48" Headwall with Rip Rap at Outlet, Using Existing Mafia Blocks Stack in Front for an Energy Dissipater.**

**Total           \$ 15,000.00**

**VICTOR P. ZUGIBE INC.**

Telephone (845) 947-2255 - Fax (845) 947-3386

Victor P. Zugibe  
66 W. Railroad Ave.  
Garnerville, NY 10923

January 12, 2024

Town of Haverstraw  
1 Rosman Rd  
Garnerville, NY 10923

**Attn: Pat Brady**  
**Re: Landfill Drainage Repair**

**Clean Out Drainage Swale on West Side of Railroad Tracks and Repair Inlet Grate  
Leaving all Materials on Site.**

**Total           \$ 15,000.00**

**VICTOR P. ZUGIBE INC.**

Telephone (845) 947-2255 - Fax (845) 947-3386

Victor P. Zugibe  
66 W. Railroad Ave.  
Garnerville, NY 10923

January 12, 2024

Town of Haverstraw  
1 Rosman Rd  
Garnerville, NY 10923

**Attn: Pat Brady**  
**Re: Landfill Drainage Repair**

**Install Approximately 140 Ft 48" HDPE Including Stone Under Pipe, (1) Headwall with Rip Rap Outlet.**

**Total            \$ 130,000.00**

Total Access Controls, LLC  
 55 W. Railroad Avenue Bldg 5N  
 P.O. Box 287  
 Garnerville, NY 10923  
 P. 845.709.6225 F.845.709.6228

# Estimate

Date	Estimate #
12/6/2023	Q 23042

<b>Name / Address</b>
Town of haverstraw Police Dept. John Gould Jr. 101 W. Ramapo Rd. Garnerville, NY 10923

<b>Ship To</b>

<b>Terms</b>	<b>Rep</b>	<b>Project</b>
		Q23042 Camera System ...

Qty	Item	Description
26	10303500	OUTDOOR TURRET, FIXED LENS, UP TO 98' IR RANGE
2	919530	TRENDNET TEW-740APB02K
1	778828	8 PORT GIGABIT SMART POE
1	709277	24 PORT GIGABIT POE + SWITCH 370 WATTS, 48 GBPS
1	992733	60 WATT POE INJECTOR, E.L. VI(100-240AC)
1	1018325	NORTHERN CAT 6 48 PORT PATCH PANEL 2U
6	10363933	23-4P UTP-CMP SOL BC CAT6E BLUE 1000FT BOX PLENUM
24	1018311	CAT 6 PATCH CORD 3' BLUE
26	10021958	INVID TECH IPM-TXWM1A
1	Miscellaneous Items	PARAMONT WALL MOUNT FOR SMALL TURRET, FIXED DOMES, & UFO
	Labor Install	Tyraps, connectors, misc. hardware, etc.
	T&C 1	Labor to install, test, commission system.
		Terms & Conditions
		Payment Terms:
		25% Deposit Requested
		Balance 30 days after completion
		Our Quote includes Equipment specified only.
		110 VAC where required provided by others.
		Wire and Installation included.
		Network Drops and IP Addresses where required by others.
		Labor rate based on Mon-Fri 8AM to 4PM.
		Price includes Freight Charges.
		Patching and painting by others.
		Prices are guaranteed for 30 Days from date of proposal.
		Price does not include Sales Taxes.
		One-Year component warranty for devices in the proposal is included from date of beneficial use.

Licensed by NYS Department of State ID12000298817  
 State of New Jersey Burglar Alarm License 34BA00178400

Signature \_\_\_\_\_

<b>Subtotal</b>	\$28,576.23
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$28,576.23

# Studio Eleven Productions

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## Video contract proposal for the “Talk of Haverstraw” 2024 series

Prepared for:  
Town of Haverstraw  
One Rosman Road  
Garnerville NY 10923

Prepared by:  
Terence Lynch  
[tlynch@studioelevenonline.com](mailto:tlynch@studioelevenonline.com)

### **About Us:**

Studio Eleven Productions is a video production company that creates promotional video content that showcases storytelling and visual branding for its clients.

### **Scope of Work:**

Create a video as The Town of Haverstraw requests, highlighting the Town of Haverstraw and its local businesses and institutions. Filming will take place over one consecutive day. The Town of Haverstraw has the right to decide how many episodes it chooses to have produced.

### **Objectives and Timeline:**

The project aims to create a promotional video program focusing on local businesses, educational institutions, volunteer services, and Municipal Government Departments in the Town of Haverstraw. Each series will consist of up to four interviews, 10-15 minutes long, in an interview-style format. The interviews will be conducted with a representative(s) (up to 3) and Supervisor Howard Phillips. B-roll footage will be filmed if needed to enhance the overall production value. The series will have a program length of at most 70 minutes.

Filming of the interviews will be consecutively on one business day. Any necessary B-roll will be filmed when suitable for Studio Eleven Production and the interviewee's schedule.

After all the footage is filmed, post-production editing will be performed. One minor re-edit per series is allotted. 5-7 working days are required to edit the series, excluding reviewing time needed by the Town of Haverstraw.

# Studio Eleven Productions

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**Pricing:**

Series filming	Days/Hours	Rate	Series Cost
Filming and Editing of three business highlight video's	1 day	\$1355.00	\$1355.00
Editing of four series highlight video's	Fixed charge	\$500	\$500.00
	Total		\$1855.00

**Payment:** Payment in full upon presentation of invoice after each series.

**Terms:** The above proposal is based on the information provided. Any additional hours/days of shooting or editing will be billed at the above rates.

For Studio Eleven Productions: **Terence Lynch**, (digitally) 01/18/2024

For the Town of Haverstraw:



**SUBMITTER MERCHANT**  
**PAYMENT PROCESSING AGREEMENT, INSTRUCTIONS AND GUIDELINES**  
**(Standard MCC – Convenience Fee)**

**Worldpay LLC f/k/a Worldpay US Inc.** ("Worldpay" or "we", "us", or "our" and the like), for itself and on behalf of **Citizens Bank, N.A.**, a national banking association ("Bank"), is very excited about the opportunity to join **Value Payment Systems, LLC** ("VPS"), in providing you with state-of-the-art payment processing services. When your customers pay you through VPS, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International, Inc. (collectively, the "Payments Networks") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Networks and (ii) agree to comply with the operating rules and regulations of the Payment Networks, as in effect from time to time (collectively, the "Rules") as they pertain to applicable credit and debit card payments you receive through VPS.

By executing this document, you are fulfilling the Payment Network Rules that require you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Payment Network Rules as they pertain to payments you receive through the VPS service. In the event you fail to comply with the Payment Network Rules, you will be liable for all fees and fines imposed by the Payment Networks. We understand and acknowledge that you have contracted with VPS to obtain credit card and debit card processing services on your behalf and that VPS may have agreed to be responsible to you for certain of your obligations to us under this Agreement as specifically set forth in the agreement between you and VPS (your "VPS Customer Agreement").

The following information is designed to inform and assist you as we begin our relationship.

**1. Your acceptance of Cards**

You agree to comply with all applicable Payment Network Rules. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards, but not consumer debit/check cards, and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products but not business debit/check cards, and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage/postings to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products). You may not require a cardholder, as a condition for honoring a Card, to sign a statement that waives the cardholder's right to dispute the transaction with the Card issuer.

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

**2. Submission of Transactions; Payment**

You will transmit, or cause to be transmitted on your behalf, information to us, which information represents your sales to be authorized and settled (paid) by Card transactions. We will process your sales data to facilitate the funds transfer between the various Payment Networks and you for Card sales. After we receive funds for such sales from the Payment Networks, we will make payments to you as more specifically set forth on the Funding Schedule attached hereto.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you ("Chargeback").

**3. Chargebacks; Fraud; Temporary Holdback**

**3.1 Chargebacks.** You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You agree to (1) reimburse the Bank or Worldpay (or VPS, if VPS has reimbursed Bank or Worldpay on your behalf) for the amount of the transaction in the event of a Chargeback (the "Transaction Amount") and (2) to pay a handling fee for each Chargeback (the "Handling Fee") unless VPS has agreed to do so on your behalf pursuant to both your VPS Customer Agreement and an agreement between VPS and Worldpay.

**3.2 Fraud.** You agree to be solely responsible for losses and expenses incurred by Bank or Worldpay as a result of or arising out of the fraud, gross negligence or willful misconduct of your employees, contractors (other than VPS) or agents.

**3.3 Temporary Holdback.** In addition to any of the other rights granted to the Bank and Worldpay in this Section 3, in the event that the Bank and Worldpay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank, or Worldpay on behalf of the Bank, may hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for a commercially reasonable period as the Bank or Worldpay, in its commercially reasonable discretion deems necessary, to reimburse the Bank and Worldpay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to Worldpay or the Bank under the terms of this Agreement as a result of such activity. Worldpay and the Bank shall communicate the findings of the related investigation to you, as well as their determination regarding the disposition of such funds, as soon as possible.

#### **4. Financial Information**

You agree to provide such financial information as may be requested by Worldpay or the Bank from time to time during the term of this Agreement in order for Worldpay or the Bank to comply with the Payment Network Rules or to otherwise enable Worldpay and the Bank to assess your financial condition and the related risk associated with your business as it relates to this Agreement.

#### **5. Data Security and Privacy**

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from VPS. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Network Rules or applicable law. Further, in the event you do have access to Card information, you acknowledge that you are bound to abide by all applicable standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PED"), and Payment Application- Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by Customer comply with PCI guidelines. If you know or suspect a security breach, you must notify us immediately. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. Your obligations under this provision shall survive termination of this Agreement.

#### **6. Disclaimer; Limited Liability**

**6.1 Disclaimer of Warranties.** Worldpay and the Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

**6.2 Limitation of Liability.** Under no circumstances shall the financial responsibility of Worldpay or the Bank for any failure of performance by Worldpay or the Bank under this Agreement exceed the fees or charges paid to such party for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall the Bank or Worldpay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by you or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

#### **7. Term; Termination**

**7.1 Term.** This Agreement shall continue in effect until the earlier of (a) termination or expiration of your VPS Customer Agreement or (b) a period of one year after the date on which your first draft is presented to the Bank following acceptance of this Agreement (as evidenced by an authorized signature hereon) by Worldpay and the Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless any party elects to terminate by giving written notice of non-renewal to the other party 90 days before the expiration of the then current term.

**7.2 Termination Without Notice.** Worldpay or the Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) your material noncompliance with the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings by you, your parent or an affiliated entity; (c) Worldpay or the Bank, in its commercially reasonable discretion, deems you to be financially insecure such that Worldpay or the Bank is at a material risk of loss; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) you materially alter the nature and type of business conducted, or (f) Worldpay or the Bank is prohibited by applicable law from conducting business with you or your principals.

**7.3 Additional Rights.** Upon notice of any termination of this Agreement, the Bank shall determine, in its commercially reasonable discretion, and the Bank, or Worldpay on behalf of the Bank, may notify you of the estimated aggregate

dollar amount of your Chargebacks, refunds, and other obligations and liabilities that the Bank and Worldpay reasonably anticipate may become due subsequent to termination, and you shall immediately deposit such amount with the Bank or the Bank may withhold such amounts from credits due to you. The Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations or Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and Worldpay and the Bank may receive out of such funds those amounts that are or become due to Worldpay and the Bank pursuant to this Agreement.

**7.4 Survival.** The obligations of all parties hereto incurred prior to the effective date of termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 3.2, 6.1, 6.2, 7.4, and 8.1 through 8.5 shall survive any termination or expiration of this Agreement.

## **8. General Provisions**

**8.1 Assignment.** You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of equity interests such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement.

**8.2 Attorneys' Fees.** In the event any party hereto shall employ legal counsel or bring an action at law or other proceeding against another party to enforce any of the terms, covenants, or conditions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs so incurred.

**8.3 Confidentiality.** The parties acknowledge that each of their respective businesses is highly competitive and that their respective books, records and documents, technical information concerning their respective products, equipment, services and processes, procurement procedures and pricing information, and the names or other information (such as credit and financial data) concerning cardholders, all comprise confidential business information and trade secrets of each and are valuable, special and unique assets of the parties that they use in their business to obtain a competitive advantage over their competitors, which do not know or use this information or have access to it (collectively, "Protected Information"). The parties further acknowledge that the protection of each other's Protected Information against unauthorized disclosure and use is of critical importance to each in maintaining their respective competitive position. Accordingly, the parties hereby agree that neither they, nor any of their respective employees or agents, shall make any unauthorized disclosure of any Protected Information, or make any use thereof, except for the benefit of, and on behalf of, that party. The following information shall not be subject to protection under this Section 8.3: information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was known by the receiving party before receiving such information from the disclosing party; (c) is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without use of or reference to the Protected Information. Each party may disclose the other party's Protected Information if and to the extent that such disclosure is required or requested by applicable law or any regulatory or governmental authority. The provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for the longer of (i) two years after the termination of this Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

**8.4 Entire Agreement; Modification, Waiver.** This Agreement and any accompanying schedules constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

**8.5 U.S. Patriot Act Customer Identification Notice, Regulatory Requirements, Credit Reports.** In order to assist the U.S. government in its efforts to fight terrorism and money laundering activities, federal law requires Worldpay and the Bank to obtain, verify, and record information that identifies persons and entities establishing a business relationship with Worldpay or the Bank through the purchase of products or services. The information required varies based on whether you are a publicly or privately owned business. When establishing a business relationship, Worldpay and the Bank shall ask for identification and verification information, which may include, without limitation, the legal name of the entity, identification of the primary principal contact of the business (if required by law), physical address of the entity or principal, date of formation (for business entities), date of birth (for individuals), and other information that allows Worldpay and the Bank to identify you and your principals. You agree to provide all information requested by Worldpay and the Bank that is required in order for Worldpay and the Bank to comply with applicable law. In addition and in connection with such regulatory requirements, you shall provide prior written notice to the Bank and Worldpay of any change in the ownership or composition if as a result of such change, an individual or entity who does not own 20% or more of the beneficial equitable ownership as of the date hereof becomes the owner of 20% or more of the beneficial equitable interest hereafter. You acknowledge that Worldpay and the Bank may require that a consumer report of certain officers, partners, or owners be provided from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

**8.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

---

(Name of Entity)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Agreed and Accepted by:

**Worldpay LLC for itself and on behalf of  
Citizens Bank, N.A.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

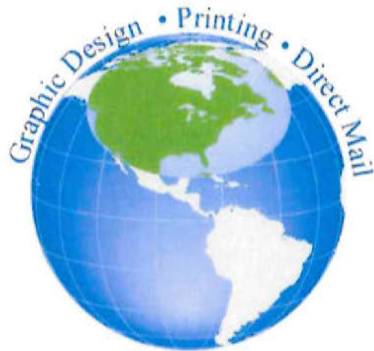
**FUNDING SCHEDULE**

In order to receive funds from Worldpay you must designate a bank account (the "Deposit/Chargeback Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Worldpay to initiate electronic credit and debit entries and adjustments to the Deposit/Chargeback Account in accordance with this Funding Schedule. You agree that you will not close or restrict Bank or Worldpay's access to the Deposit/Chargeback Account. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Payment Networks or the bank.

The funds payable to the Deposit/Chargeback Account shall be equal to the amounts received by us from the Payment Networks in respect of your Card transactions less all Chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the Deposit/Chargeback Account as soon as practicable following our receipt of the funds from the applicable Payment Network. If the funds payable to the Deposit/Chargeback Account do not represent sufficient credits, or the Deposit/Chargeback Account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Deposit/Chargeback Account for the amount of the negative balance; (iii) withhold settlement payments to the Deposit/Chargeback Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Worldpay to you will be deposited in the Deposit/Chargeback Account designated and authorized by you as set forth below:

Name of Bank: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Reference: \_\_\_\_\_



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

## QUOTE

**Quote** EST-0005301  
**Date:** 01/17/2024

Olivia Hitchings  
Town of Haverstraw

Dear Olivia,

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

<b>Item Title</b>	Golf Brochure Town of Haverstraw
<b>Description</b>	2 sided brochure
<b>Artwork</b>	Artwork Supplied
<b>Color</b>	CMYK full colour process
<b>Size</b>	14 x 8.50 In.
<b>Material</b>	100lb Gloss Text
<b>Delivery</b>	To local Post offices
<b>Finishing</b>	Fold in half and half
<b>Proofs</b>	PDF
<b>Notes</b>	Delivery included in price. Postage quote will be supplied if awarded the project but will be approximately \$2500 additional

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<b>Quantity</b>	<b>Qty: 14000</b>
<b>Price ex Tax</b>	\$1,560.00
<b>Tax</b>	\$0.00
<b>Price inc Tax</b>	\$1,560.00

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Kind regards,  
Marino Nicolich