

**HAVERSTRAW TOWN BOARD  
MARCH 26, 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 HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF MARCH 12, 2024.**

**4. PAYMENT OF BILLS**

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

**5. ACCEPTANCE OF REPORTS**

**NONE.**

**6. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND CORNELL COOPERATIVE EXTENSION**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION TO PROVIDE EDUCATIONAL SERVICES FOR THE 2024 PHASE II STORMWATER EDUCATION PROGRAM, EFFECTIVE APRIL 1, 2024 THROUGH MARCH 31, 2025 AT A COST OF \$8,212.41.**

**7. AGREEMENT WITH SUBURBAN CONSULTING ENGINEERS, INC. AND THE TOWN OF HAVERSTRAW**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SUBURBAN CONSULTING ENGINEERS, INC. OF FLANDERS, NEW JERSEY TO PROVIDE PROFESSIONAL SURVEYING, ENGINEERING, & ENVIRONMENTAL PERMITTING SERVICES FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX – NEW PICKLEBALL COURTS & SKATE PARK SURVEY, ENGINEERING DESIGN, PERMITTING, BIDDING & CONSTRUCTION SUPPORT SERVICES AT A COST OF \$307,500.**

**8. AWARD OF TOWN OF HAVERSTRAW BID NO. 1 - BOWLINE PARK POOL IMPROVEMENTS PROJECT**

**RESOLVED, UPON THE RECOMMENDATION OF MICHAEL E. TAMBLIN, P.E., TOWN CONSULTANT ENGINEER AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD BID NO. 1-2024 FOR THE BOWLINE PARK POOL IMPROVEMENTS PROJECT TO RAY PALMER ASSOCIATES, INC. OF DOVER, NEW JERSEY, AT A COST OF \$1,515,200.00, THE LOW BIDDER.**

9. **ESTABLISH CAPITAL PROJECT - BOWLINE PARK POOL IMPROVEMENTS PROJECT**

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE BOWLINE PARK POOL IMPROVEMENTS PROJECT, AS A CAPITAL PROJECT IN THE AMOUNT OF \$1,750,000.00 OF WHICH \$400,000.00 WILL BE DUE TO/DUE FROM, \$380,534.48 WILL BE FUNDED FROM THE ARPA FUND AS INTERFUND TRANSFER, AND \$969,465.52 WILL BE FUNDED BY THE GENERAL FUND AS AN INTERFUND TRANSFER.

10. **APPROVAL FOR REPAIR TO THE FUEL CANOPY AT THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE REPAIR TO THE FUEL CANOPY AT THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT BY THE ORIGINAL INSTALLER, AMERICAN PETROLEUM EQUIPMENT & CONSTRUCTION COMPANY INC. OF WALDEN, NEW YORK AT A COST OF \$22,116.25.

11. **SURPLUS EQUIPMENT – GOLF COURSE**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF GOLF COURSE CHRISTOPHER DYROFF, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE 2017 TORO REELMASTER 5410- F FAIRWAY MOWER , SERIAL # 401000235 FROM THE GOLF COURSE TO BE CLASSIFIED AS SURPLUS FOR RESALE TO THE TOWN OF STONY POINT AT A COST OF \$15,000.00.

12. **ACQUISITION OF EQUIPMENT FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH STORR TRACTOR COMPANY FROM BRANCBURG, NEW JERSEY TO ACQUIRE ONE (1) REELMASTER 5410-D MODEL # 036060 WITH 22 INCH 5 INCH 8 BLADE, 5 INCH POWERED REAR ROLLER BRUSH AND CROSS TRAX ALL-WHEEL DRIVE KIT FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE UNDER NEW YORK STATE CONTRACT PC68896 GROUP 40625 AWARD # PGB22792 FOR A TOTAL COST OF \$84,491.94.

13. **AWARD OF RFQ NO. 9-2024 – BLACK MULCH FOR TOWN FACILITIES THE PARKS DEPARTMENT MAINTAINS**

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

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

14. **AWARD OF RFQ NO. 10 -2024 – PLAYGROUND MULCH FOR THE PLAYGROUNDS AT BOWLINE POINT PARK**

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

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

15. **AWARD OF RFQ NO. 11-2024 –BEACH SAND TO BE USED AT BOWLINE POINT PARK**

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

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 11 – 2024 TO DEVITT’S NURSERY OF NEW WINDSOR, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$68.00 A TON, WITH A \$250 DELIVERY CHARGE.

16. **AUTHORIZATION FOR SUPERINTENDENT OF HIGHWAYS TO ATTEND ITHACA COLLEGE (2024 HIGHWAY SCHOOL)**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR JOHN BART GORDON., SUPERINTENDENT OF HIGHWAYS TO ATTEND ITHACA COLLEGE, 2024 HIGHWAY SCHOOL, TO BE HELD FROM JUNE 3, 2024 TO JUNE 5, 2024 IN ITHACA, NEW YORK, SPONSORED BY THE NYS ASSOCIATION OF TOWN SUPERINTENDENT OF HIGHWAYS, AT A COST FOR CLASS AND ACCOMMODATIONS NOT TO EXCEED \$1,000.00.

17. **AGREEMENT BETWEEN JUAN LEONARDO & ORCHESTA YANIKEKE AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH JUAN LEONARDO & ORCHESTA YANIKEKE OF BLOOMFIELD, NEW JERSEY FOR THE PURPOSE OF PROVIDING MUSICAL ENTERTAINMENT, PA SYSTEM, PERFORMERS, HOST BASS AND PIANO AMPS AND DJ FOR THE TOWN OF HAVERSTRAW’S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 20, 2024 WITH RAIN DATE SUNDAY, JULY 21, 2024 AT A COST OF \$3,500.

18. **APPROVAL OF PAYMENT FOR THE SUMMER FITNESS CLASS INSTRUCTORS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AGREE TO COMPENSATE THE INSTRUCTORS OF THE SUMMER AND FALL FITNESS CLASSES AT BOWLINE POINT PARK AT A RATE OF \$75.00 PER CLASS.

19. **AMENDMENT TO THE 2024 SOCIAL SERVICES, HOME RELIEF, ADMINISTRATION, ECONOMIC AND RECREATION CONTRACTS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AMENDS THE 2024 SOCIAL SERVICES, HOME RELIEF, ADMINISTRATION, ECONOMIC AND RECREATION CONTRACTS TO INCREASE THE CONTRIBUTION TO THE VILLAGE OF HAVERSTRAW REACHOUT PROGRAM FROM \$20,000.00 TO \$30,000.00.

**20. AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENTS**

**WHEREAS, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AGREEMENTS WITH THE FOLLOWING NOT-FOR-PROFIT ORGANIZATIONS AND MUNICIPAL CORPORATIONS WITHIN THE TOWN OF HAVERSTRAW, PERMITTING SUCH NOT-FOR-PROFIT ORGANIZATIONS TO UTILIZE THE FUELING FACILITIES OF THE TOWN OF HAVERSTRAW:**

- DAVID B. ROCHE FIRE DEPARTMENT**
- HAVERSTRAW AMBULANCE CORPS**
- HAVERSTRAW HEAD START**
- JOINT REGIONAL SEWERAGE BOARD**
- POMONA PUBLIC SAFETY**

**WHEREAS, THE FUEL AGREEMENTS SHALL REMAIN IN EFFECT UNTIL DECEMBER 31, 2024.**

**WHEREAS, THE TOWN OF HAVERSTRAW IS AGREEABLE TO PROVIDING SUCH FACILITY TO THE NOT-FOR-PROFIT ORGANIZATIONS AND MUNICIPAL CORPORATIONS SUBJECT TO AN ADDITIONAL FIVE (5%) PERCENT ADMINISTRATIVE FEE ABOVE THE COST OF FUEL,**

**NOW, THEREFORE, BE RESOLVED BY THE TOWN BOARD OF THE TOWN OF HAVERSTRAW AUTHORIZES THE SUPERVISOR TO ENTER INTO AGREEMENTS FOR THE UTILIZATION OF THE TOWN OF HAVERSTRAW'S FUELING FACILITIES FOR THE YEAR 2024 WITH THE ABOVE ORGANIZATIONS AT THE TERMS SET FORTH ABOVE.**

**21. CONTINUING EDUCATION SEMINAR FOR TOWN OF HAVERSTRAW ASSESSOR**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR HARLEY V. MCNALLY, ASSESSOR, TO TAKE AN ONLINE COURSE FOR CONTINUING EDUCATION ON FUNDAMENTALS OF APPRAISING AFFORDABLE HOUSING. THE SEMINAR WILL BE HELD ON APRIL 9, 2024 AT A COST OF \$245.00.**

**22. AWARD OF BID NO. 5 - 2024-BUS TRANSPORTATION FOR HAVERSTRAW SENIOR CITIZENS**

**RESOLVED, UPON THE RECOMMENDATION OF WILLIAM STEIN, TOWN ATTORNEY AND THE BID HAVING BEEN FOUND IN ORDER, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE BID FOR THE SENIOR CITIZENS BUS TRANSPORTATION FOR THE YEAR 2024 TO WEST POINT TOURS, INC. OF VAILS GATE, NEW YORK, THE LOWEST RESPONSIBLE BIDDER AS RATES MENTIONED IN THE BID AND DOES HEREBY AUTHORIZE THE SUPERVISOR TO EXECUTE ANY AND ALL AGREEMENTS WITH RESPECT TO SAME.**

## 2024 Stormwater II Education Program Agreement

**Summary:** Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small, regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, to commit to Minimum Control Measures (MCMs) and other requirements. Cornell Cooperative Extension (CCE), in cooperation with the Stormwater Consortium of Rockland County (SCRC), will provide a stormwater program agreement to each MS4 to assist in satisfying the MCMs listed below, and the following:

1. Part VI.A: MCM 1- Public Education & Outreach Program
2. Part VI.B: MCM 2- Public Involvement/Participation
3. Part VI.F.1: MCM 6- Pollution Prevention and Good Housekeeping
4. Part IV.D: Mapping, and Stormwater Mapping Grants:
5. NYSDEC GP-0-24-001 MS4 Permit Updates

Cornell Cooperative Extension of Rockland County will tap its resources at Cornell University, NYSDEC, USEPA and other reputable sources to develop, implement and evaluate a stormwater program for this MS4. The success of this program depends on participation by all five towns and eighteen villages in Rockland, all of which contribute to the support of the educator position and responsibilities as described below. Based on input from the SCRC, the following services are being offered to the MS4. These measures are based on the NYSDEC's SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), Permit No. GP-0-24-001, effective January 3, 2024.

### CCE'S Responsibilities in this Agreement:

1. **Part VI.A: MCM 1- Public Education & Outreach Program:** A CCE educator will conduct and evaluate educational programs about stormwater management for the public and for municipal employees within Rockland County. The educational outreach will focus on stormwater pollution generating activities and prevention behaviors. Topics will including nutrient pollution, harmful algal blooms, and the consequences of improper application and disposal of fertilizers, pesticides, salt, lawn clippings, and dumping to the storm drains. A *Stormwater and Water Quality*

*Building Strong and Vibrant New York Communities*

Diversity and Inclusion are a part of Cornell University's heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.



*Education* webpage that is regularly updated and interactive map will be available to the public on CCE's website.

**A. CCE Website:** The CCE Educator will ensure that the Stormwater and Water Quality Education webpage and educational brochures are available at all times to the general public. The CCE webpage will be updated regularly to list training, seminars and programs provided by outside agencies such as NYSDEC. The webpage contains an interactive map with waterbody classifications, landuse, impaired waters, and more.

(<http://rocklandcce.org/stormwater-consortium>).

(<https://rocklandcce.org/fact-sheets>)

**B. Classes and Workshops:**

- **General Public and Students**– CCE will offer public and student workshops when feasible. Topics have historically included water conservation, nutrient pollution and harmful algae blooms, stormwater pollution management and prevention, water-smart landscaping, the design of rain gardens, proper fertilizer application, and others.
- **Fertilizer Law Certificate Program for Landscapers and Contractors** – CCE will offer the certificate course monthly, highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. Presentation and handouts are offered in Spanish, and a translator will translate simultaneously when available.

**C. WRRCR Stormwater Radio Show:** CCE will host a monthly radio program on WRRCR to explain stormwater to the public.

**D. Horticultural Lab:** CCE will serve as an ongoing resource to residents through its Horticulture Diagnostic Lab. The Lab is open and accessible to the public via personal visit, phone, fax and e-mail. CCE will provide soil testing for a fee and education on proper fertilizer application.

**E. Monthly Meetings:** The CCE Educator will schedule, host and lead the SCRC monthly meetings, open to the public. CCE Educator will prepare the agenda and keep meeting minutes.

## **2. Part VI.B: MCM 2- Public Involvement/Participation:**

**A. Stewardship Activities** – CCE will actively promote volunteer and stewardship opportunities pertaining to stormwater and water quality at educational and public events, and on the stormwater webpage. Stewardship opportunities include litter cleanups along streams, and roadways in cooperation with Keep Rockland Beautiful, Inc. (KRB), and promoting the Storm Drain Marking program, WAVE program, and others.

CCE will also promote summer internship opportunities through Rockland Conservation Service Corps and Lamont Doherty.

- B. Coordination with other pre-existing public involvement/participation opportunities** – CCE will work to strengthen partnerships between MS4s, the Environmental Educators of Rockland, the Rockland County Water Quality Committee, the Rockland County Division of Environmental Resources and other educators and county departments to expand education and address stormwater issues of concern.

3. **Part VI.F.1: MCM 6- Pollution Prevention and Good Housekeeping:**

**Best Management Practices (BMPs) for Municipal Facilities & Operations.**

Garage maintenance and good housekeeping for municipal operations will be offered to municipal employees to minimize the discharge of pollutant associated with municipal operations.

4. **Part IV.D: Mapping, and Stormwater Mapping Grants:**

- A. ArcGIS Stormwater Mapping database** – The CCE Educator will continue to be responsible for managing the ArcGIS Stormwater Mapping database. CCE will strive to assist the municipalities meet the permit mapping requirements through working with the consortium consultant and distributing grant opportunities.
- B. NYSDEC Round 15 Stormwater Mapping Grant:** The CCE Educator will be responsible for the oversight, coordination, administration and completion of the current Round 15 NYSDEC stormwater mapping grant. This will include incorporating the new 6-month requirements outlined in Part IV.D.1 of GP-0-24-001. The CCE Educator will oversee the grant budget, work with the project consultant and the Grant Committee for modifications; monitor and review grant expenses and invoices; oversee match funds and grant reimbursement for each MS4; attend County meetings for quarterly reporting approvals and submit reporting to the NYSDEC; and provide the County with the appropriate audit documents.
- C. New NYSDEC Stormwater Mapping Grants:** The CCE Educator will distribute information regarding the announcement of new NYSDEC grants, particularly as they relate to meeting the stormwater permit requirements.

- 5. **NYSDEC GP-0-24-001 MS4 Permit Updates:** The CCE educator will strive to provide guidance on meeting the NYSDEC's permit requirements to the consortium so that deadlines may be met in a more unified, coordinated manner. CCE will continue working with the NYSDEC, the Hudson Valley

Regional Council and other consortiums and Coalition groups to strive to provide more training and outreach on GP-0-24-001 requirements.

**6. Program Agreement Administration:**

- A. Agreement Term:** The term of the agreement is **April 1, 2024 - March 31, 2025**.
- B. Supervision:** CCE will employ, train, provide necessary supplies and support, supervise and evaluate the Educator.
- C. Educational Information:** Educational information provided to residents will come from reputable sources including the NYSDEC, US EPA, Cornell University and other credible research-based institutions.
- D. Reporting:** CCE will provide the Town with an annual deliverable report summarizing the outreach efforts and measurable goals. Only participating MS4s will receive report deliverables.

**Town’s Responsibilities in this Agreement:**

- 1. Funding:** The Town will provide \$7,500 (seven thousand five hundred dollars) to fund this project.
- 2. Additional Costs:**
  - The Town will provide \$379.83 (three hundred seventy-nine dollars and eighty-three cents) for a license to access the SCRC’s ArcGIS Online stormwater mapping database.
  - The Town will provide a \$332.58 (three hundred thirty-two dollars and fifty-eight cents) License & Support Fee toward management of the ArcGIS Online stormwater mapping database.
- 3. Total Costs:**
  - Total Due is to be paid within 60 days after receiving the invoice to allow the SCRC to maintain access to the unified ArcGIS Online mapping database without interruption.

<b>TOWN OF HAVERSTRAW</b>	
CCE Stormwater Program Agreement	\$7,500.00
ArcGIS Online License Fee (1 Mobile Worker)	\$379.83
H2M License & Support Fee	\$332.58
<b>TOTAL</b>	<b>\$8,212.41</b>



**Administrative Contacts**

- Jody Addeo, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 107; email – [jka64@cornell.edu](mailto:jka64@cornell.edu)
- Town representative and title: \_\_\_\_\_
- Town alternate and title: \_\_\_\_\_
- Address: \_\_\_\_\_
- Daytime phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Per Part IV.A.1.a.iv, the municipal MS4 Operator hereby certifies their responsibility for compliance with the NYSDEC SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001.

**SIGNATURES:**

_____	_____	_____	_____
<i>Town representative and title</i>	<i>Date</i>	<i>Jody Addeo</i>	<i>Date</i>
		<i>Executive Director, CCE Rockland</i>	

<u>Municipality</u>	<u>Name</u>	<u>License</u>	<u>COST</u>
V-Haverstraw	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Hillburn	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Nyack	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Wesley Hills	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Sloatsburg	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Piermont		Mobile Worker	\$379.83
V-Chestnut Ridge	Haris Aljovic	Mobile Worker	\$379.83
V-Montebello	Haris Aljovic	Mobile Worker	\$379.83
V-Pomona	Haris Aljovic	Mobile Worker	\$379.83
V-New Hempstead	Glenn McCreedy, P.E.	Mobile Worker	\$379.83
V-Upper Nyack	Dennis Letson, P.E.	Creator (Charge village for Mobile Worker with extra fee billed to Dennis M Letson PE & Associates)	\$542.04
V-New Square	Al Fusco, P.E. Jerre Coleman	Mobile Worker	\$379.83
V-Airmont	John O'Rourke, P.E.	Mobile Worker	\$379.83
V-Kaser	Binyomin Mermelstein	Mobile Worker	\$379.83
V-Suffern	Charles Sawicki	Mobile Worker	\$379.83
V-West Haverstraw	Michael Shilale	Mobile Worker	\$379.83
V-Grandview-on-Hudson	Joe Knizeski	Mobile Worker	\$379.83
T-Haverstraw	Pat Brady, P.E.	Mobile Worker	\$379.83
T-Clarkstown	Bill Withington	<b>Creator</b>	<b>\$542.04</b>
T-Orangetown	Joe Mendicino	<b>Creator</b>	<b>\$542.04</b>
T-Orangetown	Tom Edattel, P.E.	Mobile Worker	\$379.83
T-Orangetown	Stephen Munno	Mobile Worker	\$379.83
T-Ramapo	Mike Sadowski, P.E.	<b>Creator</b>	<b>\$542.04</b>
T-Ramapo	Tom Demont	Mobile Worker	\$379.83
T-Stony Point	John O'Rourke, P.E.	Mobile Worker	\$379.83
V-Spring Valley		Mobile Worker	\$379.83

# Cornell Cooperative Extension Rockland County

## Invoice

Reference Nbr.: RI02605  
Date: 13-Mar-2024  
Due Date: 12-Apr-2024  
Customer ID: C010193  
Currency: USD

CCE Rockland County  
10 Patriot Hills Drive  
Stony Point, NY, 10980  
Phone: (845) 429-7085

**BILL TO:**  
Town of Haverstraw  
One Rosman Road  
Garnerville NY 10923  
United States of America

**SHIP TO:**  
Town of Haverstraw  
One Rosman Road  
Garnerville NY 10923  
United States of America

**CUSTOMER REF. NBR.**

**TERMS**

30 Days Terms

NO.	ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	2024 Stormwater Education	0.00		0.0000	7,500.00
2	GIS Mapping Cost	0.00		0.0000	379.83
3	H2M Support Fee	0.00		0.0000	332.58

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**Sales Total:** 8,212.41  
**Tax Total:** 0.00  
**Total (USD):** 8,212.41



March 8, 2024  
**Revised Proposal**

**Via Electronic Mail (mgamboli@townofhaverstraw.org)**

Town of Haverstraw  
One Rosman Road  
Garnerville, New York 10923

Attn.: Michael J. Gamboli  
Director of Finance

Re.: Town of Haverstraw, County of Rockland, State of New York  
Professional Surveying, Engineering, & Environmental Permitting Services  
**Town of Haverstraw Recreation Complex – New Pickleball Courts & Skate Park**  
Survey, Engineering Design, Permitting, Bidding, & Construction Support Services  
Our File No.: Proposal SCE-P09755.071 Revision A

Dear Mr. Gamboli:

**SUBURBAN ENGINEERING (SE)** has teamed with **SUBURBAN CONSULTING ENGINEERS, INC.** as the SCE Project Team (**SCE**) to provide the Town of Haverstraw (Town) this revised proposal for survey, engineering design, permitting, bidding, and construction support services to design the Phase 3 improvements to the Haverstraw Recreation Complex which includes a skate park, pickleball courts, pathway lighting, playground, restroom building, and exercise stations.

All surveying services will be performed under the direct supervision of a State of New York licensed Professional Land Surveyor (PLS), and all engineering services will be performed under the direct supervision of a State of New York licensed Professional Engineer (PE).

### **Project Description**

It is understood that the Town is seeking professional services for the design of the Phase 3 improvements at the Recreation Complex. Based on correspondence and telephone conversations, the SCE Project Team anticipates the following improvements:

- Construction of three (3) pickleball courts in the existing grass area north of the parking lot adjacent to the dog park.
  - The courts will be constructed of asphalt and enclosed with a 6-foot-high chain link fence.



- Lighting for the courts will be located along the perimeter of the courts.
- Construction of a new skate park in accordance with the Town's insurance requirements in the existing grass area between Central Highway (County Route 33) and the detention basin. The skate park will be the mid-size concept design previously reviewed and approved by the Town.
  - An asphalt walkway will be constructed around the perimeter of the skate park.
  - It is anticipated that the boulder wall constructed under the previous phase along the edge of the area will remain in place.
  - Decorative site lighting will be provided along the walkway.
  - Drainage improvements will be designed for the area.
- Construction of a new playground area in the same location noted on the park Master Plan. The playground size may be increased since the Town has decided not to include a splash pad as part of the site.
  - The playground area will also include a shade structure and seating area that will match existing amenities at the site.
- Construction of a new prefabricated restroom building based on a sketch provided by Vincent Gamboli from the Town and located adjacent to the playground areas as indicated on the original park Master Plan.
  - The building will be heated and will be finished to match other existing buildings on site.
- Installation of the eight (8) exercise stations along the existing walkway as depicted in the original park Master Plan. Each station will consist of one (1) piece of equipment on a concrete pad.
- Review and revise existing drainage issues in the area of the pedestrian bridge.
- Necessary utility services to the various park elements will be derived from onsite utility systems, as were anticipated by the Park Master Plan.

As requested, SCE has prepared a conceptual estimate of probable construction costs for the improvements noted above. Since the design is not complete, costs were estimated as lump sum items based on quantity estimates developed from the park Master Plan and costs from recent bids.

The total estimated probable construction cost is approximately \$4,702,800 as indicated in the cost estimate included on the following page. The total project estimate including engineering soft costs for design, permitting, bidding, and receipt of fee proposals, and part-time construction observation and administration services at industry rates of 10% of total construction costs is included at \$ 5,173,080.



**CONSTRUCTION COST ESTIMATE**

SCOPE AREA 1 - SKATEPARK	TOTAL PRICE -
12,000 SF. SKATEPARK	\$840,000.00
PERIMETER PATHWAY - 1,000 SY	\$85,000.00
SITE LIGHTING AND ELECTRIC	\$100,000.00
BENCHES - 6 UNITS	\$18,000.00
DECORATIVE FENCING - 400 LF	\$55,000.00
SHADE TREES	\$14,000.00
SIGNAGE	\$5,000.00
GRADING AND DRAINAGE	\$150,000.00
SCOPE AREA 1 SUBTOTAL	\$1,267,000.00
20% CONTINGENCY COST	\$253,400.00
SCOPE AREA 1 TOTAL	\$1,520,400.00

SCOPE AREA 2 - PICKLEBALL COURTS	TOTAL PRICE
ASPHALT SURFACE WITH SEAL COAT SYSTEM FOR 3 COURTS	\$250,000.00
SIDEWALKS AND SITTING AREAS WITH SEATING	\$18,000.00
6' HT. CHAIN LINK FENCING AND PERIMETER CURB - 328 LF	\$45,000.00
PICKLEBALL POSTS AND NETS	\$9,000.00
SIGNAGE	\$5,000.00
COURT LIGHTING AND ELECTRIC	\$80,000.00
SCOPE AREA 2 SUBTOTAL	\$407,000.00
20% CONTINGENCY COST	\$81,400.00
SCOPE AREA 2 TOTAL	\$488,400.00

SCOPE AREA 3 - PLAYGROUND AND PRE-FAB RESTROOM BLDG	TOTAL PRICE
PLAYGROUND EQUIPMENT	\$600,000.00
SAFETY SURFACING - 14,000SF	\$350,000.00
PLAYGROUND CURBING AND FENCING - 400LF	\$68,000.00
SITE FURNISHINGS AND SHADE STRUCTURE	\$85,000.00
PAVED AREAS - 676 SY	\$57,000.00
PRE FAB RESTROOM BUILDING	\$800,000.00
UTILITY CONNECTIONS TO RESTROOM BUILDING	\$100,000.00
GRADING AND DRAINAGE	\$75,000.00
LANDSCAPING	\$30,000.00
SCOPE AREA 3 SUBTOTAL	\$2,165,000.00
20% CONTINGENCY COST	\$433,000.00
SCOPE AREA 3 TOTAL	\$2,598,000.00

SCOPE AREA 4 - PERIMETER PATH EXERCISE STATIONS	TOTAL PRICE
EXERCISE STATIONS AND CONCRETE PADS - 8 STATIONS	\$80,000.00
SCOPE AREA 4 SUBTOTAL	\$80,000.00
20% CONTINGENCY COST	\$16,000.00
SCOPE AREA 4 TOTAL	\$96,000.00

ALL PHASE 3 WORK	TOTAL PRICE
PHASE 3 SUBTOTAL	\$4,702,800.00
PHASE 3 SOFT COSTS (ENGINEERING - Design & Admin, Etc.)	\$470,280.00
PHASE 3 GRAND TOTAL	\$5,173,080.00

The SCE Project Team proposes the following Scope of Services to perform the various tasks required for this project.



## Scope of Services

### 1. Partial Topographic Survey

In order to properly design the playground and restroom building improvements, SCE will need to complete a topographic survey of the area where these amenities will be located as well as the area near the pedestrian bridge to as-built the existing conditions.

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct an updated topographic and planimetric survey of the improvement area. The area must be re-surveyed due to the site construction and placement of soil within the proposed project area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.



**Proposed Survey Limits**

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of 1-inch equals 30 feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within



the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. All available utility information will be identified and noted at both surface and subsurface level. Additionally, SCE will utilize previous survey completed by Pennoni Engineering & Surveying of New York, P.C. in 2019 to as-built current existing site conditions.

***On-site and off-site utilities will be investigated as readily accessible based on the project site conditions. It is the responsibility of the Town, prior to SCE mobilizing, to ensure all relevant utility structures can be opened and are clear of any debris to obtain necessary measurements within the structures. SCE will make a reasonable attempt to access each structure, within the project limits, during the field survey and if any issues are encountered, they will be noted accordingly on the survey.***

The field survey work will depict current site conditions, surface features, and topography. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and drainage improvements.

A Partial Topographic Survey of the project area will be created, and it is understood, will be the basis of subsequent phases herein. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available.

***It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a boundary survey be required, a separate proposal for such services will be provided.***

## **2. Preliminary Design**

Based on the discussions at the December 7, 2023 meeting where the conceptual plans were reviewed and final layouts were chosen, and subsequent meetings and correspondence, SCE will develop a preliminary plan for the proposed improvements for review by the Town. Consideration of the site development criteria further described below will allow SCE to arrive at a recommended preliminary plan that is anticipated to meet the expectations of the Town. Development criteria considered in the preliminary layout will include the following tasks:

- We will complete one (1) site visit to review existing conditions versus the base map as well as review the existing electrical panels to determine how the proposed electric service would be able to power the walkway lighting.
- We will provide a Preliminary Design Plan for each location with labels, notes, and dimensions at an appropriate scale for presentation, review, and





approval by the Town. This plan will outline the various material options; provide a preliminary layout indicating spatial arrangement of the improvements, approximate dimensions, limits of fencing and gates, signage, and other graphical information needed to clarify the design.

- A detailed Preliminary Construction Cost Estimate based on estimated construction quantities and estimated construction costs will also be provided at this stage for review by the Town.
- We anticipate that the grading and drainage pattern of the existing site will be retained for each of the new amenities. The area by the pedestrian bridge will be reviewed and solutions to any existing drainage problems will be presented.
- Preliminary design will include evaluation of utility needs at each component, including water, sewer, electric services, scope, and schematic layouts for cost estimates. Coordination with utilities, if necessary, will also be included.
- We will revise the preliminary plan and cost estimates to accommodate any comments from the Town.
- SCE will attend a maximum of four (4) meetings with the Town as part of the preliminary design phase of the project. SCE will prepare minutes for each meeting and distribute copies of the minutes to all attendees. These meetings may be in person or virtual meetings. Participation in more than four (4) meetings will be considered additional services, and will require a contract amendment.

### **3. Permitting Services**

The site consists of one (1) parcel identified as tax parcel 20.18-4-1.1 in the Village of West Haverstraw, Rockland County, New York, and is located at the northeast corner of the intersection of Cinder Road and Central Highway (Route 33). The site has been partially developed into a municipal recreational complex. During the previous approval process, **Acer Consulting Associates, LLC (ACA)** conducted a wetland delineation, U.S Army Corps of Engineers (USACOE) Jurisdictional Determination, Nationwide Permit Application, Phase I and Phase II Environmental Site Assessments, and a State Environmental Quality Review Act (SEQRA) application. The previous phase of development has been completed, and the Town would like to construct the next phase.

The project is again subject to the requirements of the SEQRA since the project is to be undertaken by the municipality. SCE understands that the proposed project is classified as a Type II action (Action #1 or #2 per SEQR regulations) and no further environmental review is required.



SCE will retain the services of ACA to confirm the previous wetland delineation and complete the SEQR application. SCE and ACA propose the following Scope of Permitting Services:

▪ **Confirmation of Limited Wetland Delineation**

In order to confirm the presence and location of Federal wetlands and waters in relation to the proposed limit of disturbance, ACA will confirm the previous wetland delineation in accordance with applicable standards. This will involve an examination to verify existing wetland flagging. The wetland verification will be contained to an approximate distance of 100-feet from the proposed limit of disturbance and the entire parcel will not be reviewed. The previous wetland delineation will be placed on an existing conditions map by SCE to be completed under the Design Phase of this proposal. The previous wetland delineation must be provided to SCE by the Town.

***This proposal excludes the preparation and submission of a Jurisdictional Determination, State wetland verification, wetland delineation services, and any type of wetland or buffer disturbance permit.***

▪ **State Environmental Quality Review Documentation**

The requirements, determinations, and declarations made by the lead agency pursuant to the SEQR are recommended to be properly documented and on file with the municipality. Since the proposed project will be undertaken by the Town, it is anticipated that the Town will be the lead agency for SEQR. In order to assist the Town in completing adequate SEQR documentation, ACA will prepare the Long Form Environmental Assessment Form (EAF) and provide it to the Town. The following will be completed to support completion of the EAF:

- Site visit and documentation of existing environmental conditions.
- Online review of State and Federally threatened and endangered species. ACA will evaluate the project area and immediate land for the possibility of threatened and endangered species habitat. ACA will obtain a letter from New York State Natural Heritage Program and US Fish and Wildlife Service. ***This proposal excludes any threatened and endangered species target species surveys or agency approvals, if required.***
- Online review of New York State Cultural Resources Mapping. ***Cultural resource surveys and investigations are excluded.***

This proposal assumes that the proposed undertaking will be classified by the Town as a Type II SEQR action, and no further environmental review will be required. Therefore, ***this proposal excludes the preparation of a Draft or Final Environmental Impact Statement.***



➤ **General Permit for Stormwater Discharges**

For projects disturbing more than one (1) acre, a General Permit for Stormwater Discharges from Construction Activities (SPDES) is required. SCE will coordinate and apply for this permit through the New York State Department of Environmental Conservation (NYSDEC). Additionally, an Environmental Protection Agency (EPA) Stormwater Pollution Prevention Plan (SWPPP) will be prepared in accordance with NYSDEC GP-0-15-002 and the Town of Haverstraw code. Sign-off by the Town Engineer as part of the MS-4 application will be coordinated.

***It is understood that permit application fees are the responsibility of the Town, and have not been included in our fees.*** If it is determined that the scope of the project needs to be changed or additional changes in permitting are required, the SCE Project Team will identify the appropriate permits required and notify the Town prior to commencing the permitting process.

**4. Final Design**

- Upon approval of the Preliminary Design for each improvement, SCE will proceed with the final design drawings for submission to the Town. It is anticipated that the set of final drawings will include the following:
  - Title Sheet with Key Map and List of Drawings
  - Existing Conditions and Removals Plans
  - Site Layout Plans
  - Site Grading and Drainage Plans
  - Site Electric and Utility Plans
  - Construction Details Plans
  - Soil Erosion and Sediment Control Plan
  - Soil Erosion and Sediment Control Notes and Details Plans
- The full scope of the project is anticipated to be addressed through two (2) separate contracts for construction, in accordance with New York State General Municipal Law Section 101 (Wicks Law). One (1) contract will address the electrical wiring and illumination scope, and the second contract will address the balance of the work items.
- SCE will coordinate the final design package of plans and details with the Town that will be developed into the project Construction Documents.
- A final construction cost estimate will be provided with itemized costs for the proposed improvements.
- SCE will attend a maximum of one (1) meeting with the Town as part of the final design phase of the project. SCE will prepare minutes for each meeting



and distribute copies of the minutes to all attendees. This meeting may be in-person or a virtual meeting. Participation in more than one (1) meeting will be considered additional services, and will require a contract amendment.

- SCE will prepare technical specifications in Master Spec format using the Town standard administrative (front end) specification sections. We will coordinate the final specification package with the Town that will be developed into Construction Documents.
- Final Plans will be provided to the Town for review and approval prior to the preparation of the Construction Documents.

#### **5. Construction Documents**

Upon approval of the Final Design by the Town for each improvement included in the project, SCE will proceed with the preparation of Construction Documents suitable for bidding or suitable to obtain quotes for construction through a Cooperative Purchasing Agreement, such as Sourcewell or Equalis. SCE will provide a full set of plans, specifications, and a final construction cost estimate to the Town for use in advertising for bids or receiving Cooperative Purchase Agreement Pricing Proposals.

#### **6. Bidding Services**

SCE will assist the Town with the advertisement and procurement of bids, or if a Cooperative Purchase is pursued, coordination and review of pricing submitted through such a proposal to the Town. As part of these services, SCE will prepare a Notice to Bidders for publication by the Town, electronically distribute bid documents to prospective bidders, attend a pre-bid meeting (if required), answer any questions from prospective bidders, provide any addenda if necessary, participate in the bid openings or review of cooperative purchasing proposals, and provide a summary of bids and recommendation of award letter to the Town for each contract.

#### **7. Construction Administration & Observation Services**

Based on the anticipated scope of improvements, ***SCE has estimated the time of construction to be approximately 270 calendar days (nine [9] months)***. SCE anticipates that part-time construction inspection (observation) will be required during construction of the improvements and has included the following scope of work.

- Progress Meetings – SCE will attend limited progress meetings with the Contractor(s) and the Town. For the purposes of this proposal, we anticipate a maximum of 20 TOTAL meetings, including the pre-construction meeting.



Meetings are anticipated to be scheduled bi-weekly for the 36-week construction duration. Should attendance at additional meetings by SCE be required, we can attend as additional services on a time and materials Basis.

- Contractor Requests for Information – SCE will address Contractor(s) questions that may arise in a timely fashion in order to keep construction on schedule.
- Shop Drawing Reviews – SCE will review all shop drawings submitted by the Contractor for site-related items.
- Construction Stakeout – SCE will provide the Contractor(s) with a digital copy of the design plans for utilization in construction stakeout.
- Site Observation – SCE will provide field visits on a part-time and periodic basis during construction. We estimate the need for a **maximum of 75 site observations and preparation of Site Observation Reports for the project. This is based on a 36-week construction schedule with an average of two (2) anticipated part-time site observations per week, and three (3) site observations for project close out and punch list completion.** Should the project or lack of quality of work or experience of the Contractor, or should the Town request additional site observation visits more than two (2) part-time visits per week, or require extensive site observation visits and coordination due to lack of progress or lack of quality of work by the Contractor, we will inform the Town of the need for additional services for additional site visits, thereby requiring a Contract Amendment for the increased scope of services.
- Project Close-Out – SCE will assist the Town in the review of the completed project close-out items provided by the Contractor(s) and coordinate the completion and observation of all site-related final punch list items.

***It should be noted that we have provided this minimal scope of work for Construction Phase Services. Should extra-ordinary field conditions or construction delays occur that require additional time or services which will exceed this proposed scope of work and limited site visits, we will provide a written re-evaluation of the extent of services needed to complete the project prior to performing any such services. No additional services will be performed without prior authorization.***

## **8. Expense Allowance**

An estimated reimbursable allowance for anticipated project expenses is included as a separate line item below. Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, equipment, and permit applications / associated



filing or recording fees. Any third-party incurred reimbursable expenses will be invoiced at SCE's cost plus 15%. Written authorization will be requested in advance for increasing the reimbursable expense allowance, if necessary, to cover any additional expenses. The following are anticipated expenses associated with the scope of services as described above:

- Surveying \$ 870
- Engineering/Misc. \$ 4,130

### Fee Proposal

The SCE Project Team proposes to provide the above-referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project Fee Limit indicated below.

1. Partial Topographic Survey	<b>\$ 10,080</b>
2. Preliminary Design	<b>\$ 49,500</b>
3. Permitting Services	<b>\$ 13,300</b>
4. Final Design	<b>\$ 46,220</b>
5. Construction Documents	<b>\$ 45,300</b>
6. Bidding Services	<b>\$ 7,400</b>
7. Construction Administration & Observation	<b>\$130,700</b>
8. <u>Expense Allowance</u>	<b>\$ 5,000</b>
<b>TOTAL ESTIMATED FEE</b>	<b>\$307,500</b>

### Project Schedule

The SCE Project Team anticipates we will receive authorization from the Town to proceed on this project within one (1) month of proposal submission. The SCE Project Team will commence services within two (2) weeks of receipt of the fully executed proposal or agreement. It is assumed that all project phases and tasks as described above will be performed consecutively, with no significant project schedule delays. The project schedule is dependent upon timely Town responses and if applicable, weather conditions for fieldwork, and governing agency review periods. A significant project schedule delay may result in an adjustment to our fees or issuance of a new proposal for the remaining scope of work to be completed. The SCE Project Team will communicate with the Town regularly regarding the project schedule.

### Services Not Included Unless Authorized

It should be noted that our fee is based on the specific scope of services as explained above. Additional services and items may be determined to be required during the course of the project that have not been included in our fee proposal. If additional services are required, We/SE will provide a contract amendment outlining those services and additional fees and submit to the Client for approval. Services and items



which have not been included or made part of this proposal include but are not limited to the following:

- Boundary survey.
- Soil testing for disposal.
- Wetland permitting services and wetland permit application submission.
- Preparation of draft or final Environmental Impact Statement pursuant to SEQR or any other regulatory requirement.
- Preparation and submission of a Jurisdictional Determination, State wetland verification, and any type of wetland or buffer disturbance permit.
- Any threatened and endangered species target species surveys, or agency approvals.
- Cultural resource surveys and investigations.
- Permit application fees.
- Addressing review agency comments.
- Meetings, other than specified.
- Owner or Contractor-initiated changes.
- Off-tract design improvements.

### **Fee Structure**

We/SE will utilize the following fee structure for the scope of services as outlined above:

- Principal/Project Officer \$195/hour
- Senior Project Manager \$190/hour
- Project Manager \$185/hour
- Senior Project Licensed Professional \$180/hour
- Project Licensed Professional \$170/hour
- Licensed Professional \$160/hour
- Senior Project Coordinator \$180/hour
- Project Coordinator \$175/hour
- Senior Designer/Senior Survey Analyst \$150/hour
- Designer/Survey Analyst \$135/hour
- Senior Environmental Scientist \$150/hour
- Environmental Scientist \$135/hour
- Senior Project GIS Analyst \$160/hour
- Project GIS Analyst \$150/hour
- GIS Analyst \$145/hour
- Senior GIS Technician \$135/hour
- GIS Technician \$125/hour
- Senior GIS Project Coordinator \$150/hour
- GIS Project Coordinator \$145/hour
- Senior Inspector \$135/hour
- Inspector \$125/hour



- Senior Technician \$130/hour
- Technician \$120/hour
- Project Administrator \$135/hour
- Administrative Support \$75/hour
- Equipment Unit Cost
  - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
  - Robotic/LiDAR \$50/hour
  - GPS \$25/hour
  - Environmental Injection Pump & Equipment \$150/day
- Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, permit applications, and associated filing or recording fees.
- Any third-party incurred reimbursable expenses and/or subconsultant fees will be invoiced at SCE's cost plus 15%.
- Mileage will be billed in accordance with federal prevailing wage.

#### **Standard Contract Terms & Conditions**

In accordance with the above information, Client agrees to the following:

##### Standard of Care

Suburban Engineering (SE) shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration applicable state requirements and project site conditions.

##### Termination of Contract

Client may terminate this Agreement with seven days prior written notice to SE for convenience or cause. SE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SE has been paid in full all amounts due for services, expenses, and other related charges.

##### Hazardous Environmental Conditions

It is acknowledged by both parties that SE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SE is performing professional services for Client and SE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).





#### Ownership of Documents

All documents prepared or furnished by SE pursuant to this Agreement are instruments of SE's professional service, and SE shall retain an ownership and property interest therein. SE grants Client a license to use instruments of SE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

#### Indemnification

To the fullest extent permitted by law, Client and SE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SE, they shall be borne by each party in proportion to its negligence.

#### Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

#### Dispute Resolution

Client and SE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

#### Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SE. Files in electronic media format or text, data, graphic or other types that are furnished by SE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SE at the beginning of this assignment.



Estimated Fee(s)

Any estimated fee(s) provided above, is/are based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated, SE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.

Bid Phase Services

If this Agreement provides for any bid phase services by SE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SE's scope of services.

Construction Phase Services

If this Agreement provides for any construction phase services by SE, it is understood that the Contractor, not SE, is responsible for the construction of the project, and that SE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in our Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SE's experience and qualifications and represent SE's judgment as a professional generally familiar with the industry. However, since SE has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SE's opinions or estimates of probable construction cost.

Professional Responsibility

SE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions, or other professional acts, including unintentional breach of contract by SE, its employees, agents or subcontractors, SE's liability and that of its employees, agents and subcontractors is limited to SE's total compensation paid under the contract. In no event shall either



Client or SE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SE, its employees, agents, and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year period shall be barred, without regard to any other limitations period set forth by law or statute.

Employee Recruitment Prohibition

For the term of this Agreement and for a period of six (6) months thereafter, Client shall not endeavor to solicit or induce any SCE employee(s) to leave their employment. It is noted that the SE's workforce is comprised of experienced, skilled, trained, and educated professionals and technicians and the loss of such resources creates a significant burden on the business operation.

**Billing Schedule**

Invoices will be provided monthly based on the Fee Proposal referenced above. No Payment will be due for the scope of services outlined. If additional work is authorized, payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.



For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a Purchase Order is to be issued, please reference the proposal number (SCE-P09755.071) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or Purchase Order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,  
**SUBURBAN ENGINEERING**

By:   
Andrew S. Holt, PE, Principal Member

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

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

\_\_\_\_\_ (Printed Name and Title)

# TAMBLIN ENGINEERING, PLLC

**Michael E. Tamblin, PE**

PO Box 142 Manlius, New York 13104  
Tel: 315 952 1863 Email: tamblin643@hotmail.com

March 15, 2024

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

**RE: Recommendation of Bid  
Bowline Park Pool Improvements  
Contract No. 1- General  
Town Bid No. 01-2024  
Town of Haverstraw, New York  
Project No. 18136.08**

Dear Supervisor Phillips:

Bids were received on February 22, 2024 for Town Bid No. 01-2024 Bowline Park Pool Improvements, Contract 1 – General. These bids are for the replacement of the Bowline Park Pool infrastructure and decking. The work consists of the installation of a replacement pool gutter system including concrete replacement, recirculation pipe, pool lining, water slide repairs (structural steel and deck), and miscellaneous accessories (lifeguard chairs, diving boards, etc.), complete with all equipment and accessories.

The work for the base bid consists of replacement of the existing pool infrastructure, defined as the following:

1. Mobilization/Demobilization
2. General Construction
3. Pool Deck Concrete Removal
4. Pool Deck Concrete Placement
5. Record Documents – General

The work for the add alternate includes the water slide structural repairs and improvements, described as the following:

1. Furnish and install all materials, labor, and tools identified to perform the rehabilitation of the water slide structural steel and top decking including the slide start pools.

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 February 8, 2024. Two companies attended this meeting.

On February 22, 2024, three bids were received from the following contractors:

<b>Contractor</b>	<b>Base Bid Amount</b>	<b>Add Alternate No. 1 Amount</b>	<b>Total</b>
Norberto Construction, Inc.	\$1,400,000.00	\$175,000.00	\$1,575,000.00
Ray Palmer Associates, Inc.	\$1,348,800.00	\$166,400.00	\$1,515,200.00
All State Technologies	\$1,500,000.00	No Bid	\$1,500,000.00

The estimated opinion of cost prior to the bid date was approximately \$2,300,000. The estimate was provided to the Town of Haverstraw by Tamblin Engineering, PLLC.

Please refer to the bid canvass for reference. Tamblin Engineering, PLLC has reviewed the submitted bids for conformance with the bid requirements. Upon review of the submitted bids, we did not discover any discrepancies which invalidate the received bid of the apparent low bidder.

The apparent low, qualified bidder is Ray Palmer Associates, Inc.

Tamblin Engineering, PLLC has confirmed that Ray Palmer Associates, Inc. is comfortable with their bid and is ready to enter into a contract with the Town. We find no cause or reason why the Town should not award the contract for the Bowline Park Pool Improvements, Contract No. 1 – General to Ray Palmer Associates, Inc. Therefore, should the Town determine the project to proceed, a Contract Award should be resolved by the Town Board and a Notice of Award issued to the apparent, qualified low bidder Ray Palmer Associates, Inc.

If you have any questions, please contact us.

Sincerely,



Michael E. Tamblin, PE  
Managing Member

Enclosure

cc: Michael Gamboli, Town of Haverstraw  
Raquel Ventura, Town of Haverstraw  
John Frizalone, Town of Haverstraw  
Hannah Sheehan, EDR



**American Petroleum Equipment & Construction Company Inc.**

63 Orange Ave  
Walden, NY 12586  
(845) 778-5110 Tel \* (845) 778-4110 Fax

March 20, 2024

Town of Haverstraw – Highway Dept.  
113 Thiells Mt. Ivey Road  
Thiells, NY 10984  
Attn: J. Bart Gordon

Ref: REVISED Fuel Canopy Repair Quote – Manufacture Specific for Engineering Purposes (required for completing work without a new engineered set drawings and site inspection by other manufacture)

Dear Bart,

Please find a proposal to repair the damaged canopy at the fueling island.

Supply labor and material to repair the 18' x 24' canopy

Dismantle damaged materials, Supply and install (6) 20 ga. White embossed 3" x 16" deck panels including dismantling and replacement of (1) light. Supply and install 4 new White embossed perimeter gutters, Supply and install 40 LF new 36" White ACM fascia including bracing and mounting angles necessary fasteners and sealants.

PW Wage rates utilized

Bid Price \$ 22,116.25 Price includes material, freight and installation with PW wages

Thank you for the opportunity to offer this proposal. To confirm this work please sign the acceptance line below and return a copy to our office with your 25% deposit check. If you should have any questions or concerns, please feel free to contact our office or my cell phone (845)742-7920.

Sincerely,

American Petroleum Equipment & Construction Co. Inc.

Jim Dollaway  
VP Sales

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

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

TERMS OF PAYMENT. Payment shall be net ten (10) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Buyer fails to make payment when due Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such rate as may be the maximum allowable by law. Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees. All merchandise sold to Buyer under this agreement is subject to a security agreement stating that the merchandise Buyer purchased from Seller is the sole property of Seller until Buyer has paid for it in full, and should Buyer fail to pay for such merchandise upon the due date or making financing arrangements with Seller, we have Buyer's permission to enter Buyer's premises with reasonable notice, that has been properly served, to repossess the merchandise. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.

**Installations • Sales • C-Store Construction • Service • Environmental**

[www.apecco.biz](http://www.apecco.biz)



TERMS OF PAYMENT. Payment shall be net ten (10) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Buyer fails to make payment when due Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such rate as may be the maximum allowable by law. Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees. All merchandise sold to Buyer under this agreement is subject to a security agreement stating that the merchandise Buyer purchased from Seller is the sole property of Seller until Buyer has paid for it in full, and should Buyer fail to pay for such merchandise upon the due date or making financing arrangements with Seller, we have Buyer's permission to enter Buyer's premises with reasonable notice, that has been properly served, to repossess the merchandise. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.

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**American Petroleum Equipment & Construction Company Inc.**

63 Orange Ave

Walden, NY 12586

(845) 778-5110 Tel \* (845) 778-4110 Fax

**TERMS OF PAYMENT.** Payment shall be net ten (10) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Buyer fails to make payment when due Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such rate as may be the maximum allowable by law. Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees. All merchandise sold to Buyer under this agreement is subject to a security agreement stating that the merchandise Buyer purchased from Seller is the sole property of Seller until Buyer has paid for it in full, and should Buyer fail to pay for such merchandise upon the due date or making financing arrangements with Seller, we have Buyer's permission to enter Buyer's premises with reasonable notice, that has been properly served, to repossess the merchandise. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.

**Installations • Sales • C-Store Construction • Service • Environmental**

[www.apecco.biz](http://www.apecco.biz)





Friday, February 16, 2024

Chris Dyroff  
Phillip J. Rotella Memorial Golf Course  
100 Thiells Mt Ivy Rd  
Thiells, New York 10984-1443 United States

Dear Chris,

As requested I am pleased to submit the following quotation. The Toro Equipment and accessories are supported under the State of NY Contract.

**Group 40625 Award# PGB22792  
PC68896**

Quantity	Model #	Product Name	Extended MSRP	NYSC Price
1	03606	Reelmaster 5410-D	\$75,185.00	\$58,644.30
5	03621	22 Inch 5 Inch 8 Blade	\$22,155.00	\$17,280.90
1	03406	5 Inch Powered Rear Roller Brush	\$4,504.00	\$3,513.12
1	03655	Cross Trax All-wheel drive kit	\$6,479.00	\$5,053.62
<b>Total before Trade</b>			<b>\$108,323.00</b>	<b>\$84,491.94</b>
<b>Trade in Used RM5410</b>				<b>-\$10,000.00</b>

Total Extended MSRP	Total NYSC Price
\$108,323.00	\$74,491.94

If you should have any questions feel free to contact me at (908)413-5640.

Sincerely,

*Guy Gurney*

Guy Gurney  
Sales Consultant

BRANCHBURG  
3191 US 22  
Branchburg, NJ 08876  
908.722.9830

RONKONKOMA  
175 13th Ave  
Ronkonkoma, NY 11779  
631.588.5222



W

Thursday, December 01, 2022

Chris Dyroff  
Phillip J. Rotella Memorial Golf Course  
100 Thiells Mt Ivy Rd  
Thiells, New York 10984-1443 United States

Dear Chris,

As requested I am pleased to submit the following quotation. The Toro Equipment and accessories are supported under the State of NY Contract.

**Group 40625 Award# PGB22792  
PC68896**

Quantity	Model #	Product Name	Extended MSRP	NYSC Price
1	03606	Reelmaster 5410-D	\$75,185.00	\$58,644.30
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1	03406	5 Inch Powered Rear Roller Brush	\$4,504.00	\$3,513.12
1	03655	Cross Trax All-wheel drive kit	\$6,479.00	\$5,053.62
			<b>\$108,323.00</b>	<b>\$84,491.94</b>

Quantity	Model #	Product Name	Extended MSRP	NYSC Price
1	30885	Groundsmaster 4500	\$112,421.00	\$87,688.38
	119-			
1	8641	Deck Lock Kit	\$972.22	\$758.33
1	31529	4WD Flow Divider Kit	\$2,444.00	\$1,906.32
			<b>\$115,837.22</b>	<b>\$90,353.03</b>

Quantity	Model #	Product Name	Extended MSRP	NYSC Price
1	30807	Groundsmaster 3500-D	\$56,544.00	\$44,104.32
			<b>\$56,544.00</b>	<b>\$44,104.32</b>

<b>Total Extended MSRP</b>	<b>Total NYSC Price</b>
<b>\$280,704.22</b>	<b>\$218,949.29</b>



TOWN OF HAVERSTRAW

MEMO

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** March 26, 2024

**Re:** **RFQ – Black Mulch**  
**RFQ – Playground Mulch**

---

I have obtained Request for Quotes (RFQ), for Black Mulch to be used throughout Town facilities. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$22.00 a yard, for approximately 90 yards per delivery at an approximate cost of \$1,980.00 per delivery. An estimated 4 deliveries will be made during 2024, at an approximate cost of \$7,920.00.

I have obtained Request for Quotes (RFQ), for Playground Mulch, to be used on our playgrounds at Bowline Point Park. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$20.00 a yard, for approximately 100 yards to be delivered at a total cost of \$2,000.00.

**Quotes – Black Mulch:**

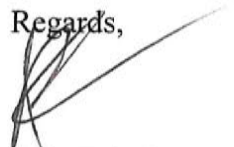
- |  |  |
|--|--|
| 1. Mulch Right - \$22.00 per yard              | 3. Devitt's Nursery - \$35.00 per yard |
| 2. The Yard Topsoil & Mulch - \$33.00 per yard |  |

**Quotes – Playground Mulch:**

- |  |  |
|--|--|
| 1. Mulch Right - \$20.00 per yard              | 3. Devitt's Nursery - \$30.00 per yard |
| 2. The Yard Topsoil & Mulch - \$35.00 per yard |  |

Please inform me of your decision.

Regards,



John Frizalone  
Director of Parks



TOWN OF HAVERSTRAW

**MEMO**

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** March 26, 2024

**Re:** RFQ – Beach Sand

---


I have obtained Request for Quotes (RFQ), for Beach Sand to be used at Bowline Point Park. Please be advised, Devitts Nursery, from New Windsor, NY, had the lowest quote, for the amount of \$68.00 a ton, for approximately 22 tons per delivery at an approximate cost of \$1,496.00.

**Quotes – Beach Sand:**

1. Devitt's Nursery - \$68.00 per ton
2. Mulch Right, Inc - \$80.00 per ton

Please inform me of your decision.

Regards,



John Frizalone  
Director of Parks

# MEMO

**TO:** Howard T. Phillips, Town Supervisor  
Town Board Members

**FROM:** Bart Gordon, Jr. Superintendent of Highways

**DATE:** March 20, 2024

**RE:** **Registration for Highway Class**

---

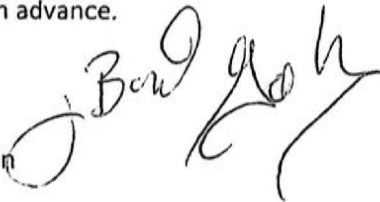
I am requesting approval to attend Cornell Highway School. The NYS Association of Town Superintendent of Highways is conducting their 2024 class:

- June 3 @ 8AM-June 5@ 5PM  
Ithaca College  
953 Danby Road  
Ithaca NY 14850

This is a 3day event. Registration fee is \$125.00.

Thank you in advance.

Bart Gordon

A handwritten signature in black ink, appearing to read "Bart Gordon", is written over the printed name.

# 2024 Highway School Registration & Conference Information

June 3 - 5, 2024  
Ithaca College

Sponsored by The Association of Towns of the State of New York  
&  
The NYS LTAP Center - Cornell Local Roads Program

## Registration

Early registration fee on or before May 17: \$125.00. After May 17 attendees must register on-site at a fee rate of \$165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a \$10.00 processing fee.  
No refunds will be given after the 10 day cancellation deadline.

Registration forms and checks made payable to the Association of Towns can be mailed to:  
Association of Towns, 150 State Street, Albany, New York 12207

Attendees can also register online and pay at [www.nytowns.org](http://www.nytowns.org). Online registrants will receive an email confirmation following payment acceptance. Only Visa and Mastercard are accepted.

On-Site Registration and early check-in is available between 3 and 5 p.m. on Sunday June 2 in the Glazer Arena of the Ithaca College Athletics and Events Center on the Ithaca College Campus. Conference check-in will resume Monday June 3 at 8 a.m.

## 2024 Highway School Topics

Legal Panel  
Budget, Inflation, & Purchase Lead Time  
Highway Materials  
CDL Training  
Electric Vehicles  
Signs and Markings  
A Year in the Life of a Highway Superintendent  
Reasonable Suspicion

## Conference Information

**Meals:** Lunch will be provided at the conference on Monday and Tuesday.

**Parking:** Parking is available on the Ithaca College Campus. However, if you require handicapped parking, please bring your own handicapped parking permit. There are a limited number of handicapped spaces available.

**Expenses:** Actual and necessary expenses incurred while attending Highway School, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).

**Credits For Attendance:** Attendees will automatically receive three credits in the highway category of the Association of Town's Certified Town Official Program. Attendees enrolled in the NYS LTAP Center - Cornell Local Roads Road Master Program will also receive credit towards Road Master levels III and IV when they earn their 5 or 10 year attendance award.

Contact Patty Kebea, Executive Meeting Coordinator, at the Association of Towns with questions at (518) 465-7933.

Stay up to date with current information about the Highway School on the web at:

Association of Towns - [www.nytowns.org](http://www.nytowns.org)

NYS LTAP Center - Cornell Local Roads Program - [www.nysltap.org](http://www.nysltap.org)

# 2024 Highway School Registration Form

June 3 - 5, 2024  
Ithaca College, Ithaca, NY

NEW YORK STATE OF OPPORTUNITY | Department of Transportation | Local Technical Assistance Program



Attendees may also register online at [www.nytowns.org](http://www.nytowns.org)

First Name: John MI: Bart Last: Gordon  
Title: Superintendent of Highways  
Organization: Town of Haverstraw  
 Town  Village  City  County  State Agency  
Other: \_\_\_\_\_  
Mailing Address: 1 Rosman Road  
City: Garnerville State: NY Zip Code: 10923 County: Rockland  
Daytime Phone: (845) 429-9126 Ext: \_\_\_\_\_ Fax: (845) 429-2835  
E-mail: bgordon@townofhavertraw.org

Is this your first time attending Highway School?   
Have you received an award certificate for 20-years (or more) of Highway School attendance?  (If yes, registration fee is waived)

Early registration fee on or before May 17: \$125.00  
Attendees registering after May 17: must register on-site at a fee rate of \$165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a \$10.00 processing fee.  
No refunds will be given after the 10 day cancellation deadline.

Check in and on-site registration will be available Sunday, June 2 from 3 - 5 p.m.  
Contact Executive Meeting Coordinator Patty Kebea with any questions at 518-465-7933  
Send forms to [pkebea@nytowns.org](mailto:pkebea@nytowns.org) or

Print

Save

Association of Towns  
150 State Street  
Albany, New York 12207



## **AGREEMENT**

**AGREEMENT** made as of the     day of March, 2024 by and between the **TOWN OF HAVERSTRAW**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 1 Rosman Road, Garnerville, New York 10923 (hereinafter the **TOWN**"), and **DAVID B. ROCHE FIRE DEPARTMENT**, having its principal office located at 99 US-202, Thiells, NY 10984 (hereinafter "**USER**").

### **W I T N E S S E T H:**

**WHEREAS, TOWN** owns and operates a fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York 10984, for the dispensing of gasoline and/or diesel fuel for the operation of motor vehicles, and

**WHEREAS, TOWN** has the ability to buy fuel at a cost, exempt of taxes; and

**WHEREAS, USER** is a tax exempt organization which provides important services to the **TOWN** and its residents, and

**WHEREAS, in consideration of the services provided by USER, TOWN** is agreeable to providing fuel to **USER** at **TOWN's** actual cost.

**NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows: USER** may fuel vehicles owned and/or operated by **USER** at **TOWN's** fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York.

#### **1. TERM**

The term of this Contract becomes effective on March     , 2024 and shall apply until December 31, 2024.

#### **2. ASSIGNMENT**

**USER** is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, to any other person or corporation without the previous consent in writing of the **TOWN**.

#### **3. BILLING**

**TOWN** shall bill **USER** each month for the fuel dispensed to **USER** by **TOWN**, said bills shall include a five (5%) percent administrative fee to be paid by **USER** within thirty (30) days of billing.

#### 4. INSURANCE

Compensation Insurance - The **USER** shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees.

General Liability and Property Damage Insurance - The **USER** 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, as well as 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 an amount not less than \$500,000 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

Property Damage Insurance in an amount not less than \$300,000 for damage on account of all occurrences.

The contractor shall furnish the above insurance to the **TOWN** and shall name the **TOWN** as an additional insured in said policies and the insurance shall be primary to the Town.

Insurance Covering Special Hazards - The following special hazards shall be covered by rider and riders to the Public Liability and/or Property Damage Insurance policy or policies herein elsewhere required to be furnished by this **USER** or by separate policies of insurance in amounts as follows: For Automobiles and Automobile Trucks - Limits shall be the same as required under Public Liability and Property Damage as hereinbefore specified.

#### 5. HOLD HARMLESS

The **USER**, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the Town of Ramapo and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the Contract by the **USER**, including all laborers, employees, agents, servants, and officers thereof, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the **USER** agrees to pay **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 **USER**'s own expense, defend any and all such actions.

**USER** further agrees that it shall be responsible for all clean-ups required by virtue of fuel spills which occur while fueling its vehicles and hold **TOWN** harmless as set forth in the preceding paragraph of this ARTICLE.

6. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. **PAYMENTS**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To <b>TOWN</b> :	Town of Haverstraw Attn: Accounts Receivable 1 Rosman Road Garnerville, NY 10923
To <b>USER</b> :	Raymond Redmond Chief Commissioner David B. Roche Fire Department 99 US-202 Thiells, NY 10984

8. **WAIVER**

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

9. **ENTIRE AGREEMENT**

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Town of Haverstraw has caused these presents, consisting of three pages plus the Proposal, to be signed by Howard Phillips, its Supervisor, duly authorized to do so, and **USER** has caused its corporate seal to be affixed hereto and these presents to be signed by its Chief Commissioner, the day and year first above written.

**TOWN OF HAVERSTRAW**

By: \_\_\_\_\_  
Howard Phillips  
Dated: \_\_\_\_\_

**DAVID B. ROCHE FIRE DEPARTMENT**

By: \_\_\_\_\_  
Raymond Redmond  
Dated: \_\_\_\_\_



## **AGREEMENT**

**AGREEMENT** made as of the      day of March, 2024 by and between the **TOWN OF HAVERSTRAW**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 1 Rosman Road, Garnerville, New York 10923 (hereinafter the **TOWN**"), and **HAVERSTRAW AMBULANCE CORPS** , having its principal office located at 160 Route 9W, Haverstraw, NY 10927 (hereinafter "**USER**").

### **W I T N E S S E T H:**

**WHEREAS**, **TOWN** owns and operates a fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York 10984, for the dispensing of gasoline and/or diesel fuel for the operation of motor vehicles, and

**WHEREAS**, **TOWN** has the ability to buy fuel at a cost, exempt of taxes; and

**WHEREAS**, **USER** is a tax exempt organization which provides important services to the **TOWN** and its residents, and

**WHEREAS**, in consideration of the services provided by **USER**, **TOWN** is agreeable to providing fuel to **USER** at **TOWN**'s actual cost.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed as follows: **USER** may fuel vehicles owned and/or operated by **USER** at **TOWN**'s fueling facility at 113 Thiells Mt. Ivy Road, Theills, New York.

#### 1. **TERM**

The term of this Contract becomes effective on March   , 2024 and shall apply until December 31, 2024.

#### 2. **ASSIGNMENT**

**USER** is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, to any other person or corporation without the previous consent in writing of the **TOWN**.

#### 3. **BILLING**

**TOWN** shall bill **USER** each month for the fuel dispensed to **USER** by **TOWN**, said bills shall include a five (5%) percent administrative fee to be paid by **USER** within thirty (30) days of billing.

#### 4. INSURANCE

Compensation Insurance - The **USER** shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees.

General Liability and Property Damage Insurance - The **USER** 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, as well as 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 an amount not less than \$500,000 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

Property Damage Insurance in an amount not less than \$300,000 for damage on account of all occurrences.

The contractor shall furnish the above insurance to the **TOWN** and shall name the **TOWN** as an additional insured in said policies and the insurance shall be primary to the Town.

Insurance Covering Special Hazards - The following special hazards shall be covered by rider and riders to the Public Liability and/or Property Damage Insurance policy or policies herein elsewhere required to be furnished by this **USER** or by separate policies of insurance in amounts as follows: For Automobiles and Automobile Trucks - Limits shall be the same as required under Public Liability and Property Damage as hereinbefore specified.

#### 5. HOLD HARMLESS

The **USER**, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the Town of Ramapo and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the Contract by the **USER**, including all laborers, employees, agents, servants, and officers thereof, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the **USER** agrees to pay **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 **USER's** own expense, defend any and all such actions.

**USER** further agrees that it shall be responsible for all clean-ups required by virtue of fuel spills which occur while fueling its vehicles and hold **TOWN** harmless as set forth in the preceding paragraph of this ARTICLE.

6. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. **PAYMENTS**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To **TOWN**:

Town of Haverstraw  
Attn: Accounts Receivable  
1 Rosman Road  
Garnerville, NY 10923

To **USER**:

William Stone  
Treasurer  
Haverstraw Ambulance Corps  
160 Route 9W  
Haverstraw, NY 10927

8. **WAIVER**

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

9. **ENTIRE AGREEMENT**

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Town of Haverstraw has caused these presents, consisting of three pages plus the Proposal, to be signed by Howard Phillips, its Supervisor, duly authorized to do so, and **USER** has caused its corporate seal to be affixed hereto and these presents to be signed by its Treasurer, the day and year first above written.



**TOWN OF HAVERSTRAW**

By: \_\_\_\_\_  
Howard Phillips  
Dated: \_\_\_\_\_

**HAVERSTRAW AMBULANCE CORPS**

By: \_\_\_\_\_  
William Stone  
Dated: \_\_\_\_\_



## **AGREEMENT**

**AGREEMENT** made as of the     day of March, 2024 by and between the **TOWN OF HAVERSTRAW**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 1 Rosman Road, Garnerville, New York 10923 (hereinafter the **TOWN**"), and **HAVERSTRAW HEAD START**, having its principal office located at 138-146 Maple Avenue/36 & 39 Division Street Haverstraw, New York 10927 (hereinafter "**USER**").

### **W I T N E S S E T H:**

**WHEREAS**, **TOWN** owns and operates a fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York 10984, for the dispensing of gasoline and/or diesel fuel for the operation of motor vehicles, and

**WHEREAS**, **TOWN** has the ability to buy fuel at a cost, exempt of taxes; and

**WHEREAS**, **USER** is a tax exempt organization which provides important services to the **TOWN** and its residents, and

**WHEREAS**, in consideration of the services provided by **USER**, **TOWN** is agreeable to providing fuel to **USER** at **TOWN**'s actual cost.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed as follows: **USER** may fuel vehicles owned and/or operated by **USER** at **TOWN**'s fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York.

1. **TERM**

The term of this Contract becomes effective on March     , 2024 and shall apply until December 31, 2024.

2. **ASSIGNMENT**

**USER** is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, to any other person or corporation without the previous consent in writing of the **TOWN**.

3. **BILLING**

**TOWN** shall bill **USER** each month for the fuel dispensed to **USER** by **TOWN**, said bills shall include a five (5%) percent administrative fee to be paid by **USER** within thirty (30) days of billing.

#### 4. INSURANCE

Compensation Insurance - The **USER** shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees.

General Liability and Property Damage Insurance - The **USER** 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, as well as 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 an amount not less than \$500,000 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

Property Damage Insurance in an amount not less than \$300,000 for damage on account of all occurrences.

The contractor shall furnish the above insurance to the **TOWN** and shall name the **TOWN** as an additional insured in said policies and the insurance shall be primary to the Town.

Insurance Covering Special Hazards - The following special hazards shall be covered by rider and riders to the Public Liability and/or Property Damage Insurance policy or policies herein elsewhere required to be furnished by this **USER** or by separate policies of insurance in amounts as follows: For Automobiles and Automobile Trucks - Limits shall be the same as required under Public Liability and Property Damage as hereinbefore specified.

#### 5. HOLD HARMLESS

The **USER**, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the Town of Ramapo and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the Contract by the **USER**, including all laborers, employees, agents, servants, and officers thereof, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the **USER** agrees to pay **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 **USER**'s own expense, defend any and all such actions.

**USER** further agrees that it shall be responsible for all clean-ups required by virtue of fuel spills which occur while fueling its vehicles and hold **TOWN** harmless as set forth in the preceding paragraph of this ARTICLE.

6. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. **PAYMENTS**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To **TOWN**:

Town of Haverstraw  
Attn: Accounts Receivable  
1 Rosman Road  
Garnerville, NY 10923

To **USER**:

Ouida Foster Toutebon  
Executive Director  
Haverstraw Head Start  
138-146 Maple Avenue/36 & 39 Division St.  
Haverstraw, New York 10927

8. **WAIVER**

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

9. **ENTIRE AGREEMENT**

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Town of Haverstraw has caused these presents, consisting of three pages plus the Proposal, to be signed by Howard Phillips, its Supervisor, duly authorized to do so, and **USER** has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

**TOWN OF HAVERSTRAW**

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

Howard Phillips

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

**HAVERSTRAW HEAD START**

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

Ouida Foster Toutedon

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



## **AGREEMENT**

**AGREEMENT** made as of the     day of March, 2024 by and between the **TOWN OF HAVERSTRAW**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 1 Rosman Road, Garnerville, New York 10923 (hereinafter the **TOWN**"), and **JOINT REGIONAL SEWERAGE BOARD**, having its principal office located at 301 Beach Road, West Haverstraw, NY 10993 (hereinafter "**USER**").

### **W I T N E S S E T H:**

**WHEREAS**, **TOWN** owns and operates a fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York 10984, for the dispensing of gasoline and/or diesel fuel for the operation of motor vehicles, and

**WHEREAS**, **TOWN** has the ability to buy fuel at a cost, exempt of taxes; and

**WHEREAS**, **USER** is a tax exempt organization which provides important services to the **TOWN** and its residents, and

**WHEREAS**, in consideration of the services provided by **USER**, **TOWN** is agreeable to providing fuel to **USER** at **TOWN's** actual cost.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed as follows: **USER** may fuel vehicles owned and/or operated by **USER** at **TOWN's** fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York.

#### 1. **TERM**

The term of this Contract becomes effective on March     , 2024 and shall apply until December 31, 2024.

#### 2. **ASSIGNMENT**

**USER** is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, to any other person or corporation without the previous consent in writing of the **TOWN**.

#### 3. **BILLING**

**TOWN** shall bill **USER** each month for the fuel dispensed to **USER** by **TOWN**, said bills shall include a five (5%) percent administrative fee to be paid by **USER** within thirty (30) days of billing.



#### 4. INSURANCE

Compensation Insurance - The **USER** shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees.

General Liability and Property Damage Insurance - The **USER** 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, as well as 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 an amount not less than \$500,000 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

Property Damage Insurance in an amount not less than \$300,000 for damage on account of all occurrences.

The contractor shall furnish the above insurance to the **TOWN** and shall name the **TOWN** as an additional insured in said policies and the insurance shall be primary to the Town.

Insurance Covering Special Hazards - The following special hazards shall be covered by rider and riders to the Public Liability and/or Property Damage Insurance policy or policies herein elsewhere required to be furnished by this **USER** or by separate policies of insurance in amounts as follows: For Automobiles and Automobile Trucks - Limits shall be the same as required under Public Liability and Property Damage as hereinbefore specified.

#### 5. HOLD HARMLESS

The **USER**, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the Town of Ramapo and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the Contract by the **USER**, including all laborers, employees, agents, servants, and officers thereof, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the **USER** agrees to pay **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 **USER**'s own expense, defend any and all such actions.

**USER** further agrees that it shall be responsible for all clean-ups required by virtue of fuel spills which occur while fueling its vehicles and hold **TOWN** harmless as set forth in the preceding paragraph of this ARTICLE.

6. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. **PAYMENTS**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To <b>TOWN:</b>	Town of Haverstraw Attn: Accounts Receivable 1 Rosman Road Garnerville, NY 10923
To <b>USER:</b>	Patrick Brady Stormwater Management Officer Joint Regional Sewer Board 301 Beach Road West Haverstraw, NY 10993

8. **WAIVER**

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

9. **ENTIRE AGREEMENT**

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Town of Haverstraw has caused these presents, consisting of three pages plus the Proposal, to be signed by Howard Phillips, its Supervisor, duly authorized to do so, and **USER** has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

**TOWN OF HAVERSTRAW**

By: \_\_\_\_\_  
Howard Phillips  
Dated: \_\_\_\_\_

**JOINT REGIONAL SEWERAGE BOARD**

By: \_\_\_\_\_  
Patrick Brady  
Dated: \_\_\_\_\_



## **AGREEMENT**

**AGREEMENT** made as of the    day of March, 2024 by and between the **TOWN OF HAVERSTRAW**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 1 Rosman Road, Garnerville, New York 10923 (hereinafter the **TOWN**"), and **POMONA PUBLIC SAFETY**, having its principal office located at 11 Old Route 202 A, Pomona, New York 10970, (hereinafter "**USER**").

### **W I T N E S S E T H:**

**WHEREAS**, **TOWN** owns and operates a fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York 10984, for the dispensing of gasoline and/or diesel fuel for the operation of motor vehicles, and

**WHEREAS**, **TOWN** has the ability to buy fuel at a cost, exempt of taxes; and

**WHEREAS**, **USER** is a tax exempt organization which provides important services to the **TOWN** and its residents, and

**WHEREAS**, in consideration of the services provided by **USER**, **TOWN** is agreeable to providing fuel to **USER** at **TOWN's** actual cost.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed as follows: **USER** may fuel vehicles owned and/or operated by **USER** at **TOWN's** fueling facility at 113 Thiells Mt. Ivy Road, Thiells, New York.

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3. **BILLING**

**TOWN** shall bill **USER** each month for the fuel dispensed to **USER** by **TOWN**, said bills shall include a five (5%) percent administrative fee to be paid by **USER** within thirty (30) days of billing.

#### 4. INSURANCE

Compensation Insurance - The **USER** shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees.

General Liability and Property Damage Insurance - The **USER** 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, as well as 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 an amount not less than \$500,000 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

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The contractor shall furnish the above insurance to the **TOWN** and shall name the **TOWN** as an additional insured in said policies and the insurance shall be primary to the Town.

Insurance Covering Special Hazards - The following special hazards shall be covered by rider and riders to the Public Liability and/or Property Damage Insurance policy or policies herein elsewhere required to be furnished by this **USER** or by separate policies of insurance in amounts as follows: For Automobiles and Automobile Trucks - Limits shall be the same as required under Public Liability and Property Damage as hereinbefore specified.

#### 5. HOLD HARMLESS

The **USER**, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the Town of Ramapo and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the Contract by the **USER**, including all laborers, employees, agents, servants, and officers thereof, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the **USER** agrees to pay **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 **USER's** own expense, defend any and all such actions.

**USER** further agrees that it shall be responsible for all clean-ups required by virtue of fuel spills which occur while fueling its vehicles and hold **TOWN** harmless as set forth in the preceding paragraph of this ARTICLE.

6. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. **PAYMENTS**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To **TOWN**: Town of Haverstraw  
Attn: Accounts Receivable  
1 Rosman Road  
Garnerville, NY 10923

To **USER**: Shimmy Tiecher  
Chief Safety Officer  
Pomona Public Safety  
12 Parkside Ct.  
Pomona, NY 10970

8. **WAIVER**

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

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This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Town of Haverstraw has caused these presents, consisting of three pages plus the Proposal, to be signed by Howard Phillips, its Supervisor, duly authorized to do so, and **USER** has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

**TOWN OF HAVERSTRAW**

By: \_\_\_\_\_  
Howard Phillips  
Dated: \_\_\_\_\_

**POMONA PUBLIC SAFETY**

By: \_\_\_\_\_  
Shimmy Tiecher  
Dated: \_\_\_\_\_



