

**HAVERSTRAW TOWN BOARD
JANUARY 10, 2022**

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF DECEMBER 13, 2021 AND REORGANIZATION MEETING OF JANUARY 6, 2022.

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 AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS (ASCAP) AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS (ASCAP) FOR THE PURPOSE OF PROVIDING A LICENSE AGREEMENT TO THE TOWN OF HAVERSTRAW TO USE MUSIC AND TO ENSURE COMPLIANCE WITH THE COPYRIGHT LAW FOR TOWN FESTIVALS, FIREWORK CELEBRATIONS, ETC. AT AN ANNUAL COST OF \$390.00 FOR THE 2022 LICENSE.

7. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH EDMUNDS & ASSOCIATES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH EDMUNDS & ASSOCIATES OF NORTHFIELD, NEW JERSEY TO PROVIDE VIRTUAL EDUCATION TRAINING ON THE BUILDING DEPARTMENT SOFTWARE FOR THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT AT A COST OF \$600.

8. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND EVERBRIDGE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH EVERBRIDGE OF PASADENA, CALIFORNIA FOR THE SERVICE OF MASS NOTIFICATIONS FOR A THIRTY-SIX (36) MONTH PERIOD STARTING MARCH 28, 2022 THROUGH MARCH 27, 2025 AT A COST OF \$5,300.00 PER YEAR.

9. TOWN ASSESSOR – AUTHORITY TO GRANT EXEMPTIONS ON THE 2022 TOWN ASSESSMENT ROLL

HEARING NO OBJECTION, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, PURSUANT TO THE AUTHORITY GRANTED BY EXECUTIVE ORDER NO. 11.1, ISSUED BY THE GOVERNOR OF THE STATE OF NEW YORK, DOES HEREBY DIRECT THE TOWN ASSESSOR OF THE TOWN OF HAVERSTRAW TO GRANT EXEMPTIONS ON THE 2022 ASSESSMENT ROLL IN ACCORDANCE WITH THE RESOLUTION ATTACHED HERETO.

10. APPROVAL OF CHANGE ORDER NO. 1 – HIGHWAY GARAGE ACCESS ROAD – ENVIRONMENTAL CONSTRUCTION, INC.

BASED UPON THE RECOMMENDATION OF COSIMO PAGANO, P.E., THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 1 WITH ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK FOR A CREDIT ASSOCIATED WITH THE GAS INSTALLATION IN THE AMOUNT OF \$4,375.00.

11. AUTHORIZATION FOR SUPERVISOR TO SIGN PILOT AGREEMENT WITH ADMIRALS COVE HOLDINGS LLC

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A PAYMENT IN LIEU OF TAXES AGREEMENT WITH ADMIRALS COVE HOLDINGS LLC.

12. AWARD OF RFQ NO. 1-2022 – PURCHASE FIFTEEN (15) BANNER BRACKET KITS AND FIFTEEN (15) 36 X 60 DOUBLE SIDED VINYL BANNERS TO BE INSTALLED AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT THREE (3) REQUESTS FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, TO PURCHASE (15) BANNER BRACKET KITS AND FIFTEEN (15) 36 X 60 DOUBLE SIDED VINYL BANNERS TO BE INSTALLED AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX , AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO HUDSON VALLEY SIGN STUDIO, INC. OF NEW CITY, NEW YORK, AT A COST OF \$3,375.00, THE LOWEST QUOTE.

13. AUTHORIZATION FOR THE PURCHASE ONE (1) WESTERN/FISHER 8.0' POLY 1.8 YARD DUAL MOTOR ELECTRIC SPREADER, THROUGH ONONDAGA COUNTY BID # 106-19

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF GEORGE WARGO, SUPERINTENDENT OF HIGHWAYS, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE PURCHASE OF ONE (1) WESTERN/FISHER 8.0' POLY 1.8 YARD DUAL MOTOR ELECTRIC SPREADER, THROUGH ONONDAGA COUNTY BID # 106-19, AT A COST OF \$6,195.

14. AGREEMENT BETWEEN THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS & THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS TO TRAP WOODCHUCKS AND REMOVAL AT THE TOWN OF HAVERSTRAW LANDFILL AT A PRICE OF \$900.00 AS THE INITIAL SETUP FEE AND \$120.00 PER WOODCHUCK CAUGHT, AND AT A PRICE OF \$600.00 AS THE INITIAL SETUP FEE AND \$120.00 PER WOODCHUCK CAUGHT AT BOWLINE POINT PARK.

15. AGREEMENT BETWEEN THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS & THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS TO ADDLE CANADIAN GOOSE EGGS AT VARIOUS TOWN PROPERTIES AT A COST OF \$5,400.

16. AWARD OF BID - BID NO. 8- 2021 – PHILIP J. ROTELLA GOLF COURSE HOLE 16 PEDESTRIAN BRIDGE

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF GLENN MCCREEDY, 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 AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK, THE LOWEST BIDDER, FOR THE PHILIP J. ROTELLA GOLF COURSE HOLE 16 PEDESTRIAN BRIDGE AT A COST OF \$193,800.00.

17. ESTABLISH CAPITAL PROJECT FOR THE PHILIP J. ROTELLA GOLF COURSE HOLE 16 PEDESTRIAN BRIDGE

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE PHILIP J. ROTELLA GOLF COURSE HOLE 16 PEDESTRIAN BRIDGE IN THE AMOUNT OF \$225,000.00 WHICH WILL BE FUNDED FROM THE GENERAL FUND AS AN INTERFUND TRANSFER.

18. AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND SUBURBAN CONSULTING ENGINEERS, INC. – HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AMEND THE AGREEMENT WITH SUBURBAN CONSULTING ENGINEERS, INC. FOR ADDITIONAL CONSTRUCTION SUPPORT SERVICES FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX IN THE AMOUNT OF \$77,100.

19. NOMINATE SHAWNA N. AMATO - POLICE OFFICER FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY NOMINATE SHAWNA N. AMATO OF THIELLS, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME, FOR THE TOWN OF HAVERSTRAW, AS A RESULT OF A RESIGNATION/REINSTATEMENT, AND BE IT FURTHER

RESOLVED, THAT THIS NOMINATION IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

NOMINATE GAVIN MAHER - POLICE OFFICER FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY NOMINATE GAVIN MAHER OF GARNERVILLE, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW EFFECTIVE IMMEDIATELY, AND BE IT FURTHER

RESOLVED, THAT THIS NOMINATION IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

21. 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 SOMERVILLE, NEW JERSEY TO ACQUIRE ONE (1) WORKMAN HDX – 4WD DIESEL (KUBOTA) MODEL 07387 AND ONE (1) HIGH FLOW HYDRAULICS KIT MODEL 07316 FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE UNDER NEW YORK STATE CONTRACT PC68896 FOR A TOTAL COST OF \$34,889.40.



PO BOX 331608 Attn: Account Services
Nashville, TN 37203-7515
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

December 20, 2021

GF90L300300551 - 2

Howard T Phillips
Town Of Haverstraw, NY
Town Of Haverstraw, NY
1 Rosman Rd
Garnerville, NY 10923-1742

Re: Account No. - / 500602421
Town Of Haverstraw, NY
Town Of Haverstraw, NY
1 Rosman Rd
Garnerville, NY 10923-1742

Dear Mr. Phillips:

We thank you for being an ASCAP licensee, and for recognizing the immense value music brings to your constituents.

To ensure that your ASCAP license remains current, we ask that you please complete the following step:

1. Submit payment for your 2022 license within 30 days of your renewal date

Go paperless – pay your license fees online! Access your account at www.ASCAP.com/mylicense to pay your statement online with either check or credit card.

Your online account also makes it easy to:

- Print invoices for current or past billing cycles on demand
- Update your contact information
- Live chat with a customer service agent if you have any questions or concerns
- Complete a report if there have been changes to your population or if you have a special event to report

If your billing statement is enclosed and you prefer to send your payment through the mail, please send to the address on the remittance portion of your invoice. If you do not have a billing statement, you will receive one prior to your annual renewal date.

Your adjusted rate schedule for 2022 is attached and reflects a rate increase of approximately **6.22187%**, based on the increase of the Consumer Price Index, All Urban Consumers – (CPI-U) between October 2020 and October 2021.

If you have any questions about your license, reporting, and/or payment, please don't hesitate to contact our office at 1-800-505-4052 or send us an email at glcs@ascap.com.

Remember, 90¢ of every \$1 from your license fee goes directly to our members, helping them pay their bills and continue writing music. Our 850,000+ songwriters, composers, and music publisher members thank you for being an ASCAP licensee and supporting music creators!

Sincerely,

Account Services

Account Services

Enclosures:

Rate Schedule
Report Form
Return Envelope

F0166_0122
IMLA



LOCAL GOVERNMENT ENTITIES
2022 Rate Schedule and Report Form

Account No.: 500602421

Premise Name: Town Of Haverstraw, NY; Garnerville, NY

Report Due: 12/30/2022

**SCHEDULE A: Base License Fee**

Population Size			Base License Fee
1	to	50,000	\$390.00
50,001	to	75,000	\$780.00
75,001	to	100,000	\$936.00
100,001	to	125,000	\$1,248.00
125,001	to	150,000	\$1,559.00
150,001	to	200,000	\$2,028.00
200,001	to	250,000	\$2,493.00
250,001	to	300,000	\$2,965.00
300,001	to	350,000	\$3,431.00
350,001	to	400,000	\$3,900.00
400,001	to	450,000	\$4,364.00
450,001	to	500,000	\$4,835.00
500,001	Plus***		\$5,925.00

*** \$5,925.00 plus \$500 for each 100,000 of population above 500,000
to a maximum fee of \$77,966.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$390.00 .

License Fee for Year 2023 and Thereafter

For each calendar year commencing 2023, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.


LOCAL GOVERNMENT ENTITIES
2022 Rate Schedule and Report Form

Account No.: 500602421

Premise Name: Town Of Haverstraw, NY; Garnerville, NY

Report Due: 12/30/2022

SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

 Population Size: ----
 (Per current U.S. Census Data)

 Base License Fee: _____
 (Please refer to attached Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____

***"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

***"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

Customer:	Haverstraw Town	Sales Order	
Customer Address:	1 Rosman Rd. Garnerville, NY 10923	Order #:	00003205
Customer County:	Rockland	Effective Date:	Date of customer signature below
Customer Admin Contact:	George Behn	New/Add-On:	Services
Customer Admin Phone:	845-429-2200	Sales Rep:	Shane Ireland
Customer Admin Email:	gbehn@townofhaverstraw.org		

Investment Summary

Professional Services - Implementation	\$600.00
Year 1 Investment:	\$600.00

Summary Notes

Professional Services - Implementation	Amount
Implementation Services	\$600.00
One-Time Fees:	\$600.00

Sales Order Notes

4 Hrs of Online IPS Training.

Please return executed Sales Orders via
DocuSign or Email to:
Edmunds GovTech, Inc.
Email: SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com

BY THE SIGNATURE BELOW, THE UNDERSIGNED CERTIFIES THAT S/HE IS AUTHORIZED TO OBLIGATE CUSTOMER AND EDMUNDS GOVTECH, AS APPLICABLE, AND ACKNOWLEDGES THAT THE SERVICES DESCRIBED IN THIS SALES ORDER ARE GOVERNED BY THE EXISTING LICENSE AGREEMENT BETWEEN CUSTOMER AND EDMUNDS GOVTECH, AS AMENDED HEREBY, WHICH ARE INCORPORATED BY THIS REFERENCE. IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS SALES ORDER AS OF THE DATE WRITTEN ABOVE.

EDMUNDS GOVTECH, INC.

Haverstraw Town

By: _____	Date: _____	By: _____	Date: _____
Shane Ireland		George Behn	
Regional Sales Director		Code Enforcement Officer	





Quotation

Prepared for:

Mike Gamboli
Town Of Haverstraw
1 Rosman Rd. Suite 1
Garnerville NY 10923
United States
Ph: (845) 429-2200
Fax:
Email: mgamboli@townofhaverstraw.org

Quote #: Q-89049
Date: 1/5/2022
Expires On: 3/27/2022
Confidential

Salesperson: Xeni Dovlentis
Phone:
Email: xeni.dovlentis@everbridge.com

Contract Summary Information:

Contract Period:	36 Months
Contract Start Date:	3/28/2022
Contract End Date:	3/27/2025

Note: **Quantity on this quote represents the population count

Year 1

QTY	DESCRIPTION	PRICE
36,000	Nixle Engage	USD 5,300.00
Year 1 TOTAL:		USD 5,300.00

Pricing Summary:

Year One Fees:	USD 5,300.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 5,300.00

Ongoing Fees:

Year Two Fees:	USD 5,300.00
Year Three Fees:	USD 5,300.00

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	1,000,000	0	1,000,000
Year 2	1,000,000	0	1,000,000

Year 3	1,000,000	0	1,000,000
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1. This Quote and the Service(s) provided are subject to the Everbridge, Inc. –Nixle Solutions service agreement entered into by and between Everbridge and the client identified above (the "Master Service Agreement").
2. Subject to sales taxes where applicable.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



No. 11.1

EXECUTIVE ORDER

Declaring a Disaster Emergency in the State of New York

WHEREAS, the COVID-19 global pandemic has been declared a Public Health Emergency of International Concern by the World Health Organization since early 2020;

WHEREAS, the United States Health and Human Services Secretary declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19 on January 31, 2020;

WHEREAS, New York is now experiencing COVID-19 transmission at rates the State has not seen since April 2021;

WHEREAS, the rate of new COVID-19 hospital admissions has been increasing over the past month to over 300 new admissions a day;

WHEREAS, the state must pursue a coordinated approach to ensure hospital capacity statewide is able to meet regional needs;

WHEREAS, the State government must support the municipalities and counties in their efforts to facilitate and administer vaccinations and tests for COVID-19, and to prevent the virus from continuing to spread at such rates;

WHEREAS, a new SarCoV2 variant, known as Omicron, has been identified and named a variant of concern by the World Health Organization and the Centers for Disease Control and Prevention;

WHEREAS, this variant has been identified in all 50 U.S. states, including New York, and more than 104 countries;

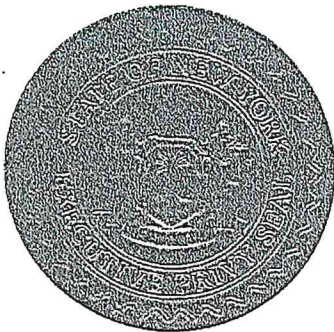
WHEREAS, this Omicron variant has been shown to be highly transmissible and may cause exponential spread;

WHEREAS, current vaccinations do not appear to be as effective against Omicron infection, while remaining stronger against severe disease;

NOW, THEREFORE, I, Kathy Hochul, Governor of the State of New York, by virtue of the authority vested in me by the Constitution of the State of New York and Section 28 of Article 2-B of the Executive Law, do hereby continue the terms, conditions, and suspensions contained in Executive Order 11 until January 25, 2022.

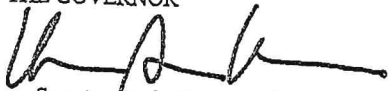
IN ADDITION, by virtue of the authority vested in me by Section 29-a of Article 2-B of the Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation, or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with the disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporarily suspend or modify, for the period from the date of this Executive Order through January 25, 2022 the following:

- Title V of Article 5 of the Public Health Law and subparts 19 and 58 of Title 10 of the NYCRR, to the extent necessary to allow laboratories holding a Clinical Laboratory Improvement Acts (CLIA) certificate and meeting the CLIA quality standards described in 42 CFR Subparts H, J, K and M, to perform testing for the detection of SARS-CoV-2 in specimens collected from individuals in New York State;
- Subdivisions 7, 7-a and 8 of section 459-c of the Real Property Tax Law, and subdivisions 5, 5-a, 5-b, 5-c and 6 of section 467 of the Real Property Tax Law, to the extent necessary to permit the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such section on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons. Provided however, that the governing body may, at its option, include in such resolution procedures by which the assessor may require a renewal application to be filed when he or she has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or died;
- Article 7 of the Public Officers Law to the extent necessary to authorize the New York State Senate and Assembly, at their discretion, to meet and take such action authorized by law remotely by conference call or similar service and otherwise act in conformance with the provisions of Part E of Chapter 417 of the Laws of 2021, and expiring upon the expiration of such Chapter.



GIVEN under my hand and the Privy Seal of the
 State in the City of Albany this
 twenty-sixth day of December in the
 year two thousand twenty-one

BY THE GOVERNOR


 Secretary to the Governor



Change Order No. 1

Date of Issuance: December 14, 2021
Owner: Town of Haverstraw
Contractor: Environmental Construction Inc.
Engineer: Tamblin Engineering
Project: Emergency Access Road Improvements

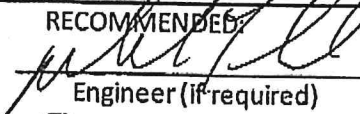
Effective Date: December 14, 2021
Owner's Contract No.: --
Contractor's Project No.: --
Engineer's Project No.: 18137
Contract Name: 1 – General

The Contract is modified as follows upon execution of this Change Order:

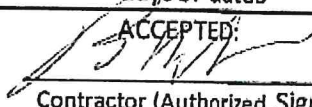
Description: Credit to the Town for the cost of the gas service from Orange and Rockland Utilities. See attached email correspondence.

Attachments: See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 255,348.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ NA	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 255,348.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ (4,375.00)	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 250,973.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: 
Engineer (if required)
Title: PRINCIPAL
Date: 12-14-2021

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: 
Contractor (Authorized Signature)
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of December __, 2021 by and between **ADMIRALS COVE HOLDINGS LLC** ("Lessee"), a New York limited liability company with offices at 100 Summit Lake Drive, Valhalla, New York 10595, the **TOWN OF HAVERSTRAW**, a municipal corporation with offices at One Rosman Road, Haverstraw, New York 10927 (the "Town"), the **VILLAGE OF HAVERSTRAW**, with offices at 40 New Main Street, Haverstraw, New York 10927 (the "Village"), the **NORTH ROCKLAND CENTRAL SCHOOL DISTRICT**, with offices at 65 Chapel Street, Garnerville, New York 10923 (the "School District"), the **COUNTY OF ROCKLAND**, with offices at 11 New Hempstead Road, New City, New York 10956 (the "County") and the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 254 South Main Street, Suite 410, New City, New York 10956 (the "Agency").

WITNESSETH

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") authorized and provides for the creation of industrial development agencies in the several counties, cities, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, furnish and dispose of one or more projects for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, civic, research, and commercial facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the "Act"), the County of Rockland Industrial Development Agency which has been created and established pursuant thereto for the benefit of the County of Rockland proposes to undertake the acquisition and financing of the project described below; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with Lessee for a commercial "project" as hereinafter defined within the meaning of the Act ; and

WHEREAS, the Project will consist of the acquisition, and redevelopment of an underutilized property and the new construction of a building containing approximately 248 market rate rental apartment units as well as the acquisition and installation of machinery and new equipment, fixtures and furnishings to be used by the Lessee as an apartment building, in an economically depressed area , based on census tract data, as well as the construction by Lessee of a new restaurant and publicly accessible riverside promenade and certain improvements to an

existing marina and MTA ferry parking lot and facility, which Project shall be located at 2 Girling Drive, 147-149 West Street, 141-143 West Street, 30-34 Girling Drive, 51 Girling Drive and West Street, in the Village and Town of Haverstraw, in the North Rockland Central School District, being further identified as the following tax lots: Section 27.62, Block 2, Lot 13, 14, 15, 7.1 and 7.2, Section 27.14, Block 1, Lot 5.1, and Section 27.62, Block 2, Lot 8 and 12 (the land and the building and site improvements, together constituting the "Project Realty") (said land being more fully described on Exhibit "A" attached) for a cost of approximately \$98,200,000.00 (collectively, the "Project"); and

WHEREAS, to facilitate the Project, the Agency proposes to enter into a "straight lease transaction" pursuant to the Agency's uniform tax exemption policy in which the Agency will acquire a leasehold interest from the Lessee for the Project and the Project Realty (the "Head Lease") and the Agency will lease to Admirals Cove Holdings LLC as Lessee, the Agency's interest in the Project and the Project Realty (the "Lease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements owned and/or lease by it; and

WHEREAS, each of the Town, the Village and the School District have by appropriate legislative action, and the Agency has by adopting the Authorizing Resolution, approved the terms of and the execution of this Agreement; and

WHEREAS, the County of Rockland is expected to, by appropriate legislative action, approve the terms of and execution of this Agreement; and

WHEREAS, pursuant to Section 925-l of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the County, Town, Village, School District, and Lessee (collectively, the "Affected Taxing Jurisdictions") which sum shall be paid by Lessee to the Affected Taxing Jurisdictions ("PILOT Payments"); and

WHEREAS, the Agency has determined that it is both necessary and desirable that this Agreement be entered in connection with the transfer to the Agency of a leasehold interest in the Project and the Project Realty and the Agency entering into a "straight lease" transaction (the "Straight Lease Transaction") with Lessee.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency, Lessee, and Sublessee with respect to the Project, Lessee, the County, Town, Village, School District and the Agency hereby formally agree as follows:

1. Lessee hereby covenants and agrees to pay or have paid on their behalf, so long as the Agency has a leasehold interest in the Project and the Project Realty, PILOT Payments to the County, Town, Village and School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special

benefit districts, and any other districts now or hereinafter created, as they now pay or would pay in accordance with the Real Property Tax Law.

2. The Project is to be assessed in the same manner as other similar properties in the Town, by the Town Assessor for the Town, the Village and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".

3. Lessee acknowledges, agrees and accepts the present assessed valuation of the Project Realty constituting part of the Project as set forth in Schedule A annexed hereto and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Project Realty set forth therein. Any change in assessed valuation reflecting "additional construction", as provided for in Paragraph 18 of this Agreement, shall not be considered a "change in assessment" for the purposes of this Paragraph.

4. Lessee agrees to pay all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, Town, Village and School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The County, Town, Village and School District shall notify or cause Lessee to receive notice from each thereof or from any one thereof acting on behalf of any of the others of the amount of any payment due. In the event Lessee shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of Lessee until fully paid and Lessee agrees to pay the same to the affected taxing jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the General Municipal Law of the State of New York.

5. Lessee agrees that if the County PILOT payment is not paid when due, it shall be subject to a late payment penalty and shall bear interest in accordance with the provisions of paragraph 4 of this Agreement.

6. Lessee agrees to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year immediately following the first taxable status date the Agency is the Lessee of record of the Project Realty determined pursuant to the provisions of the Real Property Tax Law (the "PILOT Commencement Date") expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The period beginning on the PILOT commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the "PILOT Period".

7. (a) Commencing on the PILOT Commencement Date, Lessee shall make PILOT Payments for each applicable tax fiscal year, with respect to the Project Realty as set forth on Schedule "A" attached hereto.

(b) Lessee agrees that the amounts payable by it as PILOT Payments for each year of the PILOT Period of sixteen (16) consecutive years from the PILOT Commencement Date to the PILOT Termination Date shall be set forth on Schedule "B".

8. For the purposes of this Agreement, the applicable tax fiscal year for the State, County and Town Tax shall be the calendar year (January 1 through December 31) commencing January 1, 2023, and the applicable tax fiscal year for the School Tax shall be September 1 through August 31, commencing September 1, 2022. All PILOT payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the Town, Village and School District.

9. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period or (ii) the sixteenth (16th) anniversary of the PILOT Commencement Date or (iii) the date the Agency no longer has a leasehold interest in the Project and the Project Realty.

10. For the purposes of this Agreement, any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of Lessee to make any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement and within thirty (30) days after written notice that the same are past due, provided that any PILOT payments made shall include any late payment and interest due thereon; or

(b) An Event of Default beyond any applicable notice and cure period under the Head Lease, Lease Agreement or any other agreement executed by Lessee in connection with the Straight Lease Transaction.

11. Prior to the PILOT Termination Date, the PILOT Escrow Agent (as hereinafter defined) shall notify the parties to this Agreement of the date upon which the PILOT Period is scheduled to terminate (the "PILOT Termination Notice"). The PILOT Escrow Agent, if required, shall calculate and apply that portion of the PILOT Payments to each of the Affected Taxing Jurisdictions (State, County, Town, Village and School District) and then shall apportion and adjust the PILOT Payments to be paid with respect to the balance of the tax fiscal year to each of the Affected Taxing Jurisdictions to an amount equal to the full real property and school taxes that Lessee would have been required to pay if it were the owner of the Project Realty. The PILOT Termination Notice shall set forth such calculations and apportionments. After the PILOT Termination Date and until such time as the Project Realty is recorded on the tax rolls of the Town as no longer being the property of the Agency, Lessee agrees to make PILOT Payments in such amounts and at such times as would be due if the Project Realty were privately owned by a for-profit entity with no Agency participation. If this Agreement is terminated prior to the sixteenth (16th) anniversary of the PILOT Commencement Date, Lessee shall receive a credit from the appropriate taxing authority toward the amount due in such year equal to that portion of the PILOT Payments allocable to the period of time following the PILOT Termination

Date. Notwithstanding anything to the contrary contained in the foregoing, with respect to the last year of the PILOT Period, Lessee may prorate its PILOT Payments on the basis of the actual period of ownership by the Agency so that there shall exist no period of time for which Lessee is obligated to make PILOT Payments in addition to actual tax payments to which the Project Realty is subject under current law, at the time of reconveyance to the Lessee.

12. The parties agree that the Agency shall have the authority to appoint a PILOT Escrow Agent to perform the duties and obligations contained herein. The Agency hereby appoints the Director of Finance, Town of Haverstraw, to act as the PILOT Escrow Agent. Lessee agrees to pay the PILOT Payments when due to the PILOT Escrow Agent, by check or bank draft payable at a bank in Rockland County, New York. The County, Town, Village and School District consent to and agree that the Director of Finance, Town of Haverstraw, shall act as their PILOT Escrow Agent pursuant to this Agreement, and shall allocate and pay to the School District, County Town and Village their respective payments as and when received.

13. Lessee shall also make payments to the PILOT Escrow Agent in respect of assessments for local improvements and any and all special and/or benefits assessments from the date the Agency acquires a leasehold interest in the Project Realty as required by the affected taxing jurisdiction or special district. Nothing contained herein shall exempt Lessee from paying all fire district taxes, special district benefits assessments or user charges, including sewer and water rents relating to the Project, solid waste charges, and other assessments or fees imposed on the Project Realty or which may subsequently be imposed on the Project Realty in the future.

14. It is agreed that Lessee shall receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and judicially, any change in assessment or any other matter relating to the Project Realty as if the taxes were levied against Lessee as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3. Lessee shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts it agrees to pay in lieu of taxes, including judicial appeal thereof, as if it were a property owner not exempt from taxation. The Agency shall join in any proceeding for obtaining relief under this paragraph to the extent that the Agency's consent is required for Lessee to undertake such procedure provided, however, that Lessee shall continue to make PILOT Payments required hereunder.

15. The benefits and obligations of Lessee under this Agreement shall not be assigned without the written consent of the County, Town, Village, School District and the Agency.

16. In the event any part of the Project is transferred from the Agency to Lessee or another party, the provisions of New York State Real Property Tax Law §520 shall apply.

17. It is understood and agreed by the parties to this Agreement that the Agency, the County, Town, Village and School District are entering into this Agreement in order to provide financial assistance to Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, Lessee hereby agrees that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, Lessee shall pay to the PILOT

Escrow Agent as a return of public benefits conferred by the Agency as follows ("Recapture Benefits"):

- (a) one hundred percent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first five (5) years after the Commencement Date;
- (b) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 6th, 7th or 8th year after the Commencement Date; and
- (c) sixty percent (60%) of the Benefits if the Recapture Event occurs during the 9th or 10th year after the Commencement Date; and
- (d) forty percent (40%) of the Benefits if the Recapture Event occurs during the 11th or 12th year after the Commencement Date;
- (e) thirty percent (30%) of the Benefits if the Recapture Event occurs during the 13th or 14th year after the Commencement Date; and
- (f) zero percent (0%) of the Benefits if the Recapture Event occurs during the 15th year or thereafter after the Commencement Date.

The PILOT Escrow Agent shall then allocate and pay to the County, Town, Village and School District their respective share of the Benefits when received.

The term "Benefits" shall mean, collectively all real estate tax benefits which have accrued to the benefit of the Lessee during such time as the Agency was the lessee of the Facility, such tax benefits to be computed by subtracting the PILOT payments paid under and pursuant to the terms of this PILOT Agreement and any other assessments or payments from those payments which the Lessee would have been required to pay if they had been the owner of the Project Realty with no Agency participation, together with a late fee of five (5%) percent of the amount not timely paid for each month or part thereof that any payment due hereunder is delinquent and interest at the rate of one percent (1%) per month on the amount calculated due hereunder from the PILOT Commencement Date of this Agreement to the date of Recapture of Benefits are paid. Said payment to include the expenses, costs and disbursements and reasonable attorneys' fees necessary to collect the amounts due hereunder.

The term "Recapture Event" shall mean any of the following events:

- (a) Lessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its reasonable discretion;
- (b) Lessee shall have ceased all or substantially all of its operations at the Project Realty (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);

(c) Lessee shall have transferred all or substantially all of its employees currently employed at the Project to a location outside of the County;

(d) Lessee shall have effected a substantial change in the scope and the nature of the operations of Lessee at the Project Realty, as determined by the Agency in its sole discretion;

(e) Lessee shall have subleased all or any portion of the Land without the prior written consent of the Agency, except (i) in connection with a sublease to any corporation or other entity which shall be an affiliate, subsidiary or parent of Lessee; or (ii) residential leases for the apartments to be constructed by Lessee, or (iii) such other lease and/or subleases allowed by the Lease Agreement.

(f) Lessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Project Realty without the prior written consent of the Agency, not to be unreasonably withheld, denied or conditioned, provided Lessee complies with the provisions of Section 9.2 of the Lease Agreement, except in connection with a transfer or other disposition to any corporation or other entity into or with which Lessee may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Lessee;

(g) Termination of the Head Lease or Lease Agreements due to any default by Lessee thereunder or under any document executed by Lessee in connection with the Straight Lease Transaction beyond any applicable notice and cure period; or

(h) An Event of Default shall have occurred under this Agreement.

For purposes of subparagraphs (e) and (f), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with Lessee. A successor of Lessee shall mean (i) a corporation or other entity into which or with which Lessee, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of Lessee and assumes all the obligations and liabilities of Lessee under any promissory notes issued in connection with the Project and under the Lease.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project Realty, or (ii) the inability at law of Lessee to rebuild, repair, restore or replace the Project Realty after the occurrence of a Loss Event (as that term is defined in the "Lease Agreement") to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of Lessee or any affiliate.

Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Project Realty or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

The provisions of this Paragraph 17 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

18. Lessee specifically understands and agrees that the benefits provided in this Agreement apply to the Project. Any additional construction by Lessee, any sublessee or any third party upon the Project Realty shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School District, Town, Village and County, the additional construction on the Land shall no longer be entitled to the benefits provided in Paragraph 7 of this Agreement and Lessee shall thereafter make PILOT Payments for the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

19. The County, Town, Village and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

20. Obligations arising out of this Agreement are solely the responsibility of Lessee and not the Agency and are payable out of receipts, funds or other monies of Lessee.

21. Intentionally Deleted.

22. (a) Lessee shall at all times protect and hold the Agency, the County, Town, Village and School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, County, Town, Village and School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or Lessee or performance by the Indemnified Party or Lessee of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Lessee agree to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

23. This Agreement may not be modified, amended, supplanted or changed without the written consent of Lessee, the County, Town, Village, School District and the Agency.

24. This Agreement may be executed by one or more parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. If the signature of either party on this Head Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.

25. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

- (a) if to the Agency, to the Chairperson, County of Rockland Industrial Development Agency, 254 South Main Street, Suite 410, New City, New York 10956 with a copy to the Executive Director of the Agency at the same address, and
- (b) if to Lessee, to Admirals Cove Holdings LLC, 100 Summit Lake Drive, Valhalla, New York 10595; Attention: Chief Financial Officer,
- (c) if to School District, to North Rockland Central School District, 65 Chapel Street, Garnerville, New York 10923, Attention: Superintendent,
- (d) if to Town, to Town of Haverstraw, One Rosman Road, Haverstraw, New York 10927, Attention: Supervisor,
- (e) if to the Village, to Village of Haverstraw, 40 New Main Street, Haverstraw, New York 10927, Attention: Mayor,
- (e) if to County, to Rockland County, County Office Building, 11 New Hempstead Road, New City, New York 10956, Attention: County Executive,
- (f) if to PILOT Escrow Agent, to The Director of Finance, Town of Haverstraw, One Rosman Road, Haverstraw, New York 10927, Attention: Director of Finance.

The Agency, County, Town, Village, School District, and Lessee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the

intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

26. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard of giving effect to the principles of conflicts of law thereof.

27. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State of New York, County of Rockland.

28. This Agreement shall become legal, valid, binding and effective upon each of the Agency, Lessee, the Town, the Village, the School District and the Town Assessor upon the execution and delivery of this Agreement by each of the Agency, Lessee, the Town, the Village, the School District and the Town Assessor, regardless of whether the County has executed this Agreement. Such date is referred to herein as the "Effective Date". This Agreement shall become legal, valid, binding and effective upon the County upon the execution and delivery of this Agreement by all of the foregoing and by the County.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

ADMIRALS COVE HOLDINGS LLC

By:

Name: Douglas Ramsay

Title: Authorized Signatory

LESSEE

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared **DOUGLAS RAMSAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

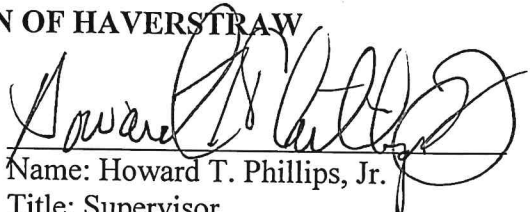
[Signature page – PILOT Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

TOWN OF HAVERSTRAW

By:


Name: Howard T. Phillips, Jr.

Title: Supervisor

TOWN OF HAVERSTRAW - SUPERVISOR

STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

On the 14th day of January in the year ²⁰²²~~2021~~ before me, the undersigned, a notary public in and for said state, personally appeared **HOWARD T. PHILLIPS, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MARISOL CANCEL
Notary Public - State of New York
NO. 01CA6263893
Qualified in Rockland County
My Commission Expires Jun 11, 2024

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

VILLAGE OF HAVERSTRAW

By:

Name: Michael Kohut

Title: Mayor

VILLAGE OF HAVERSTRAW - MAYOR

STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared **MICHAEL KOHUT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS:

**NORTH ROCKLAND CENTRAL SCHOOL
DISTRICT**

By:

Name: Dr. Kris Felicello
Title: Superintendent

SCHOOL DISTRICT - SUPERINTENDENT

STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared **DR. KRIS FELICELLO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

COUNTY OF ROCKLAND

ATTEST/WITNESS

_____, Clerk to the
Rockland County Legislature

By:

Name: Edwin Day
Title: County Executive

COUNTY OF ROCKLAND – COUNTY EXECUTIVE

STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared **EDWIN DAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**ACCEPTED AND CONSENTED TO:
PILOT ESCROW AGENT**

Director of Finance, **TOWN OF HAVERSTRAW**

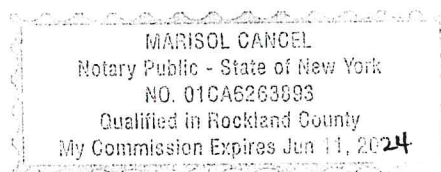
By: Michael J Gamboli
Name: Michael J. Gamboli
Title: Director of Finance

**TOWN OF HAVERSTRAW
DIRECTOR OF FINANCE**

STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

On the 14th day of January in the year ²⁰²²~~2021~~ before me, the undersigned, a notary public in and for said state, personally appeared **MICHAEL J. GAMBOLI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marisol Cancel
Notary Public



WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS

COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY

By:

Name: Steven H. Porath
Title: Executive Director

COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared **STEVEN H. PORATH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT "B"

GDC ADMIRALS COVE FINAL PILOT SCHEDULE
Assessed Values Per PILOT

PAYMENTS ILLUSTRATED at
2%/YR increases throughout

at total \$17,000,000 value									
Status	T/C/S	Village	PILOT Payments						
			Town	County	School	Village	Total	Village Tax Rates Used	
Land Only	1,638,600	194,075	\$ 36,118	\$ 5,733	\$ 73,423	\$ 37,338	\$ 152,613	\$	192.39
Land Only	1,638,600	194,075	36,841	5,847	74,892	38,085	155,665	\$	196.24
Land Only	1,638,600	194,075	37,578	5,964	76,390	38,847	158,778	\$	200.16
15%	17,000,000	1,139,000	59,648	9,467	121,256	34,882	225,253	\$	204.17
30%	17,000,000	1,139,000	121,682	19,314	247,362	71,159	459,516	\$	208.25
35%	17,000,000	1,139,000	144,801	22,983	294,360	84,679	546,824	\$	212.41
40%	17,000,000	1,139,000	168,797	26,792	343,140	98,711	637,440	\$	216.66
45%	17,000,000	1,139,000	193,695	30,744	393,753	113,271	731,463	\$	221.00
50%	17,000,000	1,139,000	219,521	34,843	446,254	128,374	828,991	\$	225.42
55%	17,000,000	1,139,000	246,302	39,094	500,696	144,036	930,128	\$	229.92
60%	17,000,000	1,139,000	274,067	43,501	557,139	160,273	1,034,979	\$	234.52
65%	17,000,000	1,139,000	302,844	48,068	615,638	177,101	1,143,652	\$	239.21
70%	17,000,000	1,139,000	332,663	52,801	676,255	194,539	1,256,257	\$	244.00
80%	17,000,000	1,139,000	387,790	61,551	788,320	226,777	1,464,437	\$	248.88
90%	17,000,000	1,139,000	444,988	70,630	904,597	260,226	1,680,442	\$	253.85
100%	17,000,000	1,139,000	504,320	80,047	1,025,210	294,923	1,904,501	\$	258.93
			\$ 3,511,654	\$ 557,380	\$ 7,138,684	\$ 2,103,220	\$ 13,310,938		
								\$ 13,310,938	Crossfoot



Hudson Valley Sign Studio Inc.

PO BOX 903

New City, NY 10956

Tel: 845-709-6575

Fax: 845-709-6576

Estimate

Date 1/4/2022

Estimate # 2771

Bill To:

Town Of Haverstraw
1 Rosman Rd.
Garnerville, NY 10923

Shipping / Installation Location:

Payment Terms

Net 30

Sales Rep

GR

Item	Description	Qty	Rate	Total
Pole Banner Kit	BANNER BRACKET KIT FOR 36" WIDE BANNER EACH KIT INCLUDES: (2) FIXED ARM UNITS W/ 13/16 SOLID FIBERGLASS RODS EPOXIED INTO THE ARM CASTING (4) QUICK-RELEASE STAINLESS STEEL BANDING 9/16" WIDE x 40" LONG (2) 11" BLACK UV RESISTANT CABLE TIES 10 YEAR WARRANTY ARM UNITS HAVE APPROX 1" OF EXTRA ROD EXPOSED TO ALLOW FOR BANNER VARIANCES	15	75.00	1,125.00
Banner	36"(W) x 60"(H) DIGITALLY PRINTED 18OZ. DOUBLE SIDED VINYL BANNERS WITH 3" POLE POCKETS TOP & BOTTOM	15	150.00	2,250.00

TERMS AND CONDITIONS: All project design work as well as estimate must be approved via signed and dated fax or e-mailed approval. Verbal approval is not accepted. Hudson Valley Sign Studio is not responsible for any spelling or grammatical errors once customer approval is granted. We aim to replicate color as accurately and closely as possible but due to the nature of the medium and computer monitors being calibrated differently, color may vary slightly from artwork to finished product. Permit fees not included unless stated. Hudson Valley Sign Studio is not responsible for any fines incurred due to customer opting to bypass permit acquisition process. MINIMUM ORDER \$40.00 - DESIGN WILL BE BILLED AT AN HOURLY RATE OF \$75.00 A 50% deposit is required on all jobs with balance due on pickup, drop off or installation of sign(s) or print work. Estimates are valid for sixty (60) days. Prices are subject to change.

Subtotal: \$3,375.00

Sales Tax: (0.0%) \$0.00

Total: \$3,375.00

Net Due: \$3,375.00

Signature: _____

Date: 1/4/2022

www.hudsonvalleysigns.com

"Like" us on Facebook

rev-04/01/08

Accepted by: HOWARD T. PHILLIPS, JR./SUPERVISOR

Exhibit A

Proposal
Woodchuck Trapping and Removal for
The Town of Haverstraw 2022

Submitted to:

Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Submitted by:

Thomas J. Maglaras

Carl Lindsley
Nuisance Wildlife Control Agents
2 Lath Lane
West Nyack, NY 10994
(845) 623 - 1894

Proposal-Haverstraw Landfill

Introduction:

Propose woodchuck trapping and removal from the Haverstraw Landfill.

Scope of Work:

To locate woodchuck holes at the landfill and place a trap #220 over every hole, (this is a body gripping trap). These traps will be checked daily and any woodchucks caught, will be removed.

Cost:

The initial set up fee is \$900.00 and \$120.00 per woodchuck caught.

Proposal-Bowline Park

Introduction:

Propose woodchuck trapping and removal from Bowline Park.

Scope of Work:

To locate woodchuck holes at the park and place a trap over every hole that is found. Please note that these traps are "body gripping" traps, so if the hole is located in a high public traffic area, the trap will not be placed for safety reasons. These traps will be checked daily, and any woodchucks that are caught will be removed.

Cost:

The initial set up fee is \$600.00 and \$120.00 per woodchuck caught.

Thank you.



Thomas Maglaras

EXHIBIT A

**Canada Goose Egg Addling Proposal for
The Town of Haverstraw 2022**

Submitted to:

Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Submitted by:

Thomas J. Maglaras
Carl Lindsley

Nuisance Wildlife Control Agents
2 Lath Lane
West Nyack, NY 10994
(845) 623 - 1894

Proposal

Work Proposal

I am proposing a Canada goose egg-addling program for the following sites:

- Bowline Park*
- Pecks Pond
- Pond at Rockland County Park, off Gagan Beach Road*
- Creek along Orange and Rockland Bowline Plant*
- Ponds at landfill*
- Minnisceongo Creek at Keahon Salvage, Heliport pad and Hudson shoreline*
- Philip J Rotella Golf Course
- Ponds near Suffern Lane
- Minnisceongo Creek from Donaldson Lane to Central Avenue
- Hudson Shoreline south of Bowline Park up to and including Tilcon quarry property (site will be highlighted on attached map)
- Marsh inlet west of boat launch up to Stony Point property (site will be highlighted on attached map)

*Areas are highlighted on attached map

Work to be performed:

We will visit each of these sites twice to addle goose eggs. Since eggs are laid over the span of many days, and different geese nest at different times, two site visits are necessary to ensure the most number of eggs are located and addled. Site visits will approximately be 10 to 15 days apart. We have found this to be the optimum time period to maximize the number of eggs addled. While at these sites, detailed maps of nesting locations will be made with the corresponding number of eggs located at each visit. The estimated start date for the project will be approximately mid April.


The start date cannot be definite due to the nature of weather patterns and avian reproduction biology; a cold spring will delay nesting and a warm spring could bring about early nesting. At completion of work, a detailed report of visited nesting sites will be made available. This report will also include recommendations for possible expansion of sites in upcoming years.

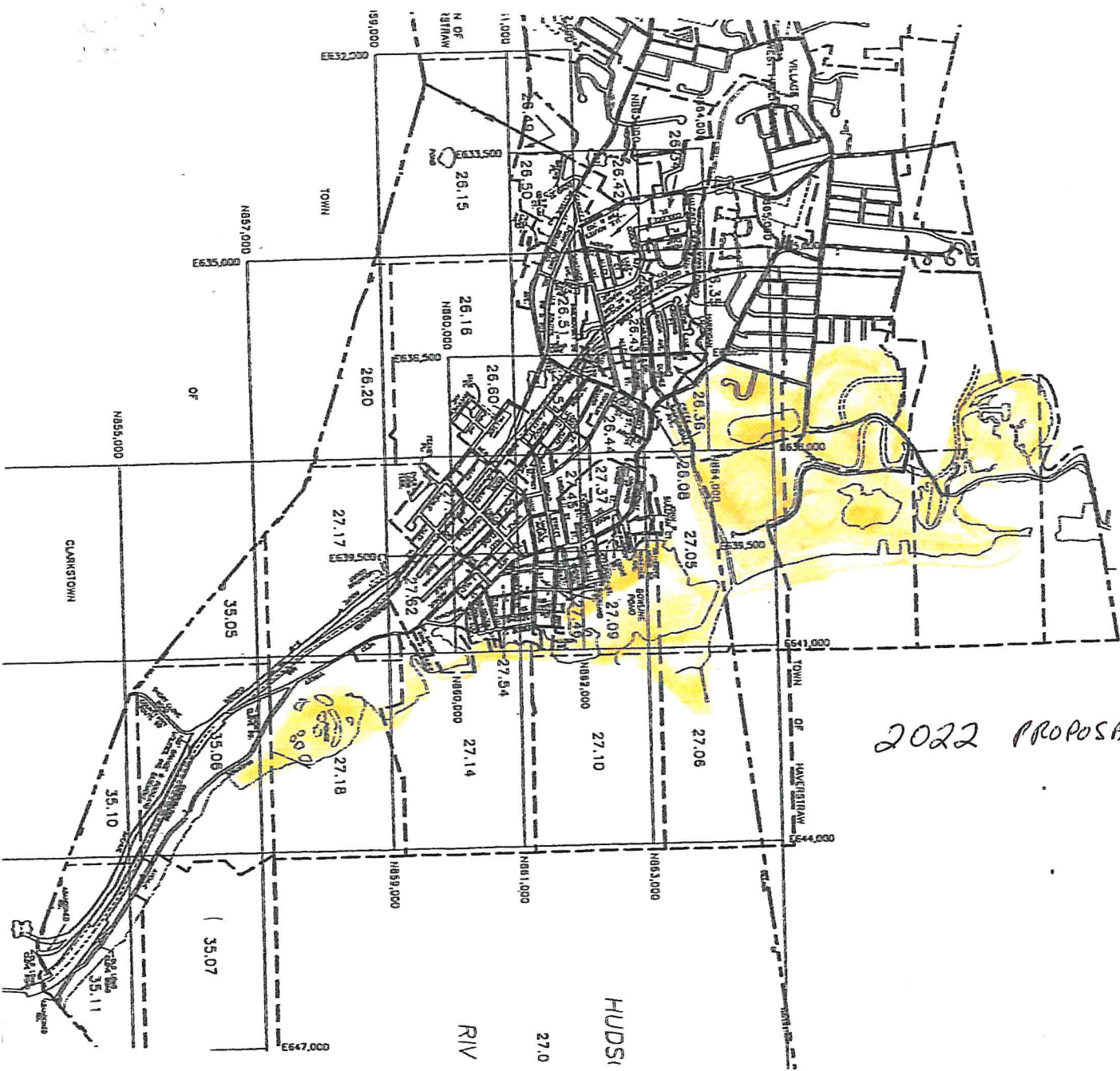
I will once again obtain permission from Orange and Rockland Utilities, Rockland County Parks and Tilcon Industries for permitted access to any of the aforementioned areas located on their properties.

Cost:

\$5,400.00- Two visits, 10-15 days apart

Thank you.

THOMAS J. MAGLAPAS




2022 PROPOSAL



Civil Engineering Consultants and Designers
19 Squadron Boulevard, Suite 4
New City, New York 10953

BID RESULTS

CDW# : THAV21-002
Date: 1/10/2022
Prepared By: GDM

Philip Rotella Golf Course Hole 16 Pedestrian Bridge															
Town of Haverstraw Bid Number: 08-2021															
#	Pay Item	QTY	Unit	Malum		Environmental Construction Inc		Jorrey Excavating Inc		Applied Landscape Technologies		Colonnelli Brothers Inc		Consorti Bros. Paving & Sealcoating Inc	
				Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price		
1	Unclassified Excavation and Earthwork	1	LS	\$47,000.00	\$47,000.00	\$12,000.00	\$12,000.00	\$35,000.00	\$35,000.00	\$22,000.00	\$22,000.00	\$17,500.00	\$17,500.00	\$19,110.27	\$19,110.27
2	Manufactured Bridge Design, Build, Deliver and Install	1	LS	\$187,000.00	\$187,000.00	\$140,000.00	\$140,000.00	\$235,000.00	\$235,000.00	\$131,000.00	\$131,000.00	\$160,000.00	\$160,000.00	\$120,000.00	\$120,000.00
3	Cart Path Asphalt Pavement Section	13	Tons	\$1,000.00	\$13,000.00	\$367.69	\$4,800.00	\$400.00	\$5,200.00	\$915.00	\$11,895.00	\$300.00	\$3,900.00	\$384.62	\$5,000.00
4	Belgian Block Curb	140	LF	\$100.00	\$14,000.00	\$39.29	\$5,500.00	\$40.00	\$5,600.00	\$60.00	\$8,400.00	\$30.00	\$4,200.00	\$100.00	\$14,000.00
5	Rip Rap Swale	1	LS	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$4,200.00	\$4,200.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
6	Fine Grading, Topsoil, See, Fertilizer Restoration	500	SY	\$40.00	\$20,000.00	\$17.66	\$5,800.00	\$1.00	\$500.00	\$29.00	\$14,500.00	\$15.00	\$7,500.00	\$30.00	\$15,000.00
7	Erosion and Sediment Control Measures	1	LS	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$8,552.00	\$8,552.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00
8	Temporary Road Installation	1	LS	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$36,000.00	\$36,000.00	\$49,000.00	\$49,000.00	\$22,500.00	\$22,500.00	\$30,000.00	\$30,000.00
9															
									</						



SUBURBAN ENGINEERING

January 5, 2022
Contract Amendment

Via Electronic Mail (supervisor@townofhaverstraw.org)

Town of Haverstraw
One Rosman Road
Garnerville, New York 10923

Attn.: Howard T. Phillips, Jr.
Town Supervisor

Re.: Town of Haverstraw, County of Rockland, State of New York
Town of Haverstraw Recreation Complex - Recreation Facility Improvements
Final Design Development, Bidding & Construction Phase
Parcels 20.18-4-1 & 20.14-5-7
Additional Construction Support Services
Our File No.: Proposal SCE-P09755.041 Contract Amendment #2

Dear Mr. Phillips:

Pursuant to our recent email and telephone correspondence, **SUBURBAN ENGINEERING** (SE) is pleased to submit the following proposal to provide the Town of Haverstraw (Town) with the requested additional services for an extended time period for construction administration and observation of the public park and recreation facility known as the Town of Haverstraw Recreation Complex.

Project Understanding & Scope of Services

Based on recent electronic mail and telephone correspondence between Joseph Perello of our office and the Town of Haverstraw Director of Finance, Mr. Michael Gamboli, SE understands that the Town would like SE to continue to provide construction administration and observation services for the two (2) contracts administered directly by the Town that include FieldTurf USA and MUSCO Lighting, as well as the two (2) construction contracts publicly bid based on the set of construction documents produced by SE.

In addition to administering and providing observation for these two (2) contracts with Field Turf and MUSCO, SE has provided additional services related to the coordination of the design of an expanded full-service concession kitchen; the coordination of site soils management and dealing with unforeseen conditions on site with unacceptable soils; disposal of soils and coordination for the need for additional suitable site soils; the coordination to address high water table in areas of the site near the pump station; the addition of a natural gas service for the site; the coordination with FieldTurf and their



Contractor, The Landtek Group, on their error in providing a fee quote while utilizing plans that were not the final design documents used in bidding the project, requiring the need for value engineering the project site to remain closer within budget; and the coordination of the four (4) Contractors over the course of the anticipated longer construction period required to meet substantial completion and total completion.

In addition to the additional tasks, manufacturing and delivery issues have caused a delay in the completion of the construction project, resulting in additional time and effort being expended to maintain the level of service expected by the Town. These tasks were not included as part of our original construction services scope of work and have greatly impacted our remaining budget to provide construction administration and observation services.

The approved original proposal dated November 19, 2020, for professional services to be performed by SE included a period of 210 days for substantial completion of construction, with an additional 30 days for total construction completion and close out. This was based on a project construction budget for Phase 1 at approximately \$7 million. Throughout the course of final design and bidding of Phase 1, the Town of Haverstraw added additional items into the scope of improvements to be constructed to Phase 1 of the project. These additional items have raised the project costs for Phase 1 of the project to exceed \$12 million, or as high as over \$13 million if you include the maintenance building, which has now been excluded from work in Phase 1 of the project.

The Preconstruction Conference Meeting was held on May 24, 2021, and site construction began on June 14, 2021. The 210-day period of construction therefore **ends on January 9, 2022**, and the date of total construction completion **would be February 8, 2022**. Unfortunately, due to site conditions and supply chain delays and later delivery of project items such as buildings, bleachers, etc., it is anticipated that substantial completion will most likely not occur until late **July or August 2022, with total completion occurring 30 days afterwards in September 2022**. This extended time period will require additional time and resources to be expended by SE to continue to provide services on this project. We will be expending our full project allocated budget and hours to provide construction administration and construction observation on this project in mid-January 2022.

Construction Phase Support Services

SE will be available to participate in conference calls and Progress Meetings with the Contractor and the Town through the course of the project construction at two (2) to three (3) week intervals and **anticipates substantial completion of the project in August 2022**. SE will prepare and distribute minutes for the meetings.



SE will also provide assistance with Construction Administration Support for the project including review of payment requests and change orders.

SE will continue to review and approve the required submittals as outlined in the project specifications for all products. SE will address Contractor questions that may arise during the construction process and coordinate responses.

SE will provide **limited part-time inspection services** during construction. It is anticipated that the additional construction will obtain substantial completion by early August 2022. For the purposes of this proposal, SE has anticipated an average of **two (2) to three (3) visits per week on a part-time basis** over the course of the project when construction activity is at a peak period. Should the construction duration extend beyond the anticipated time frame, SE will require a change order for the additional effort involved to provide additional construction phase assistance.

SE will attend a final walk-through inspection and develop a punch list of items to be corrected prior to closeout in late August / early September 2022. SE will track the items of the punch list, and upon completion, recommend final closeout to the Town.

In order to maintain the level of service expected by the Town through the completion of this construction project, SE is requesting additional compensation as noted below.

Fee Proposal

SE proposes to provide the continued construction services for the extended time period as noted above for the **Estimated Fee of \$77,100***.

**If it is determined that there is a significant change of conditions in the scope of services that was not anticipated or extended beyond the dates of substantial completion or total completion included in this proposal, SE will notify the Town in writing of the change. SE will clearly identify the additional services necessary to complete the project and associated costs and will not proceed with the work until written authorization is obtained by the Town.*

General Conditions of Service

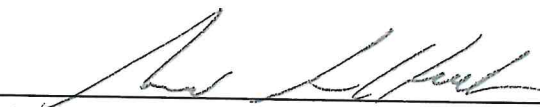
All additional services will be provided in accordance with our prevailing contract and terms and conditions set forth in the Original Agreement and Original General Conditions of Service between SE and the Town of Haverstraw for this project.



If this contract amendment meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SE's Standard Contract Terms and Conditions referenced above and as stated in our original project agreement dated November 19, 2020. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Very truly yours,

SUBURBAN ENGINEERING

By: 
Andrew S. Holt, PE, PP, CME, Principal Member

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

Cc: Mike Gamboli, Director of Finance (mgamboli@townofhaverstraw.org)
Bill Stein, Stein & Stein, LLP (bill@steinandsteinlaw.net)



Storr Tractor Company



Distributors of Quality Commercial Turf Care Equipment & Supplies

3191 Route 22, Somerville, New Jersey 08876 · Phone: 908-722-9830 · Fax: 908-722-9847
175 13th Avenue, Ronkonkoma, New York 11779 · 631-588-5222 · Fax: 631-588-5222

Wednesday, January 05, 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	Extended Award Price
1	07387	Workman HDX - 4WD Diesel (Kubota)	\$42,609.00	\$33,235.02
1	07316	High Flow Hydraulics Kit	\$2,121.00	\$1,654.38
Toro Retail Price			\$44,730.00	
NYSC Price			\$34,889.40	

With the impact of inflation and worldwide supply chain issues, we have experienced volatility in pricing, finance rates and availability due to factors beyond our control. These adjustments may even occur from the time the order is entered in our system through the expected equipment delivery date. Any adjustments will be communicated asap on orders in our system as we get closer to confirmed 2023 pricing. Therefore, all prices and payments in the following proposal are for 2023 budgetary purposes. In the event that equipment ordered becomes unavailable, we will try to secure an acceptable alternative. Pricing includes set up and delivery, but applicable sales tax is not included. A 2.5% processing fee will be added if a credit card is used to purchase.

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

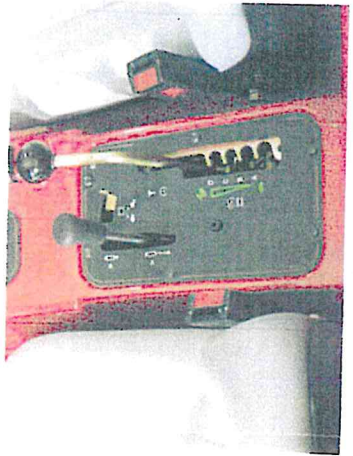
Sincerely,

Guy Gurney

Guy Gurney
Sales Consultant

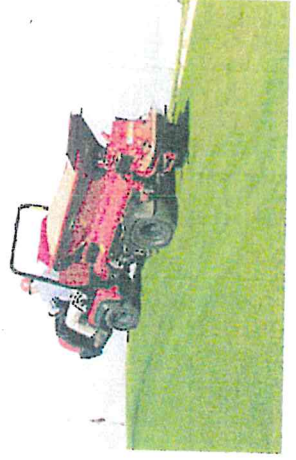
NO SHIFTING. NO SACRIFICES. NO NONSENSE.

Now you can get the power, versatility and reliability you'd expect from a Toro® Heavy-Duty Workman® with something you wouldn't expect: an automatic transmission. With the Workman HDX Auto, there's no clutch, no shifting and no sacrifices. Forget about training operators how to drive a manual transmission, or tires slipping as you let out the clutch. The combination of a powerful 28 hp (20.9 kW) Kohler® EFI twin-cylinder engine with a transmission that's calibrated to deliver peak power at any speed makes this the most efficient power delivery system on the market.



» UNIQUE SPEED CONTROL

Toro's proprietary SpeedContr'l™ makes it easy for operators to maintain consistent speed over rolling fairways and hills, ensuring accurate rates when you're topdressing and spraying even as ground speed varies.



» HANDLE ANY TERRAIN WITH EASE

You can go from zero to climbing the toughest terrain effortlessly, even with a fully loaded ProPass™ 200 top dresser or Multi Pro™ WM sprayer.