

**HAVERSTRAW TOWN BOARD  
JUNE 14, 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 MAY 24, 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. PUBLIC HEARING –TOWN OF HAVERSTRAW – MS4 ANNUAL REPORT FOR 2022**

**PURPOSE OF PUBLIC HEARING**

**THIS PUBLIC HEARING IS BEING HELD TO DISCUSS THE 2022 MS4 ANNUAL REPORT AND TO HEAR ALL COMMENTS AND SUGGESTIONS FROM THE PUBLIC.**

**TOWN CLERK READ PROOF OF PUBLICATION**

**PRESENTATION BY PAT BRADY, PE**

**BOARD MEMBERS**

**PUBLIC PARTICIPATION**

**CLOSE HEARING**

**ADOPT RESOLUTION**

**7. APPOINTMENT OF STEPHANIE BERRIOS, OFFICE SERVICES AIDE FOR THE TOWN OF HAVERSTRAW JUSTICE COURT**

**RESOLVED, THAT UPON THE RECOMMENDATION OF JUSTICE IVONNE SANTOS AND JUSTICE JOHN GRANT, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT STEPHANIE BERRIOS OF THIELLS, NEW YORK TO THE POSITION OF OFFICE SERVICES AIDE, FULL TIME FOR THE TOWN OF HAVERSTRAW JUSTICE COURT AT A YEARLY SALARY OF \$45,000.00 PRO RATA, EFFECTIVE JUNE 29, 2022, AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MS. BERRIOS SHALL SERVE A PROBATION PERIOD.**

**8. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND MARY J D'URSO PHOTOGRAPHY**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH MARY J D'URSO PHOTOGRAPHY FOR THE SERVICE OF PHOTOGRAPHING THE 4<sup>TH</sup> OF JULY EVENT AT BOWLINE POINT PARK ON SATURDAY, JULY, 2, 2022 WITH RAIN DATE OF SUNDAY, JULY 3, 2022 AT A COST OF \$850.**

**9. CLOSE CAPITAL PROJECT – THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE HOLE 16 PEDESTRIAN BRIDGE CAPITAL PROJECT**

**RESOLVED, THAT BASED UPON THE RECOMMENDATION OF GLENN MCCREEDY, TOWN CONSULTANT ENGINEER, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE PHILIP J. ROTELLA GOLF COURSE HOLE 16 PEDESTRIAN BRIDGE CAPITAL PROJECT, AND BE IT FURTHER**

**RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF \$225,000.00 OF WHICH \$193,800.00 WAS EXPENDED TO COMPLETE THE ABOVE MENTIONED PROJECT THEREFORE LEAVING A BALANCE OF \$31,200.00 TO BE TRANSFERRED BACK TO GENERAL FUND AS INTERFUND TRANSFER.**

**10. AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR THE 2021/2022 SNOW & ICE AGREEMENT**

**RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDMENT OF THE 2021/2022 MUNICIPAL SNOW AND ICE AGREEMENT WITH THE NEW YORK STATE DOT.**

**11. SURPLUS VEHICLES – TOWN OF HAVERSTRAW POLICE DEPARTMENT**

**RESOLVED, THAT BASED UPON THE RECOMMENDATION OF GEORGE E. WARGO, JR., SUPERINTENDENT OF HIGHWAYS, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE FOLLOWING VEHICLES FROM THE TOWN OF HAVERSTRAW POLICE DEPARTMENT TO BE CLASSIFIED AS SURPLUS FOR RESALE/TRADE:**

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN#</u>
2016	FORD	EXPLORER	VIN 1FM5K8AR5GGD05910
2015	FORD	EXPLORER	VIN 1FM5K8AR4FGC09099
2014	FORD	EXPLORER	VIN 1FM5K8ARZEGC61071
2011	CHEVY	IMPALA	VIN 2G1WF5EK5B1285293
	FORD	E350	VIN 1FBSS31L2YAB40565
2013	FORD	EXPLORER	VIN 1FM5K8AR7DGC07117
2013	FORD	EXPLORER	VIN 1FM5K8AR0DGC07119
2009	CHEVY	TAHOE	VIN 1GNFK23029R218226
2008	CHEVY	IMPALA	VIN 2G1WB58K081299635
2004	TOYOTA	RAV4	VIN JTEGD20V040027064

**12. ESTABLISHMENT OF PETTY CASH – CASHIER DRAWS AT BOWLINE PARK**

**RESOLVED, THAT A PETTY CASH FUND DRAW NOT TO EXCEED THE SUM OF \$1,000.00, BE AND IT IS HEREBY ESTABLISHED FOR THE CASHIER DRAWS AT BOWLINE PARK FOR THE 2022 SUMMER SEASON.**

**13. AUTHORIZATION TO SET TERMS & CONDITIONS OF EMPLOYMENT FOR POLICE CAPTAIN - MAY 24, 2022 – DECEMBER 31, 2022**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN THE TERMS AND CONDITIONS OF EMPLOYMENT FOR POLICE CAPTAIN JOHN J. GOULD JR. FROM MAY 24, 2022 THROUGH DECEMBER 31, 2022 AS SET FORTH IN THE WRITTEN TERMS AND CONDITIONS DATED MAY 24, 2022.**

**14. AWARD OF RFQ NO. 11- 2022 TO MOTIS BRANDS DISCOUNT RAMPS– FOR THE PURCHASE OF ONE (1) 11’ MODULAR RAMP FOR THE LARGE MEETING ROOM AT TOWN HALL**

**RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO GEORGE T. BEHN, JR., BUILDING INSPECTOR FOR THE PURCHASE OF ONE (1) 11’ MODULAR ADA COMPLIANT WHEELCHAIR RAMP FOR THE LARGE MEETING AT TOWN HALL AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 11- 2022 TO MOTIS BRANDS DISCOUNT RAMPS OF GERMANTOWN, WISCONSIN AT A COST OF \$2,099.99 THE LOWEST QUOTE.**

**15. AWARD OF RFQ NO. 12- 2022 TO WIZARD SPORTS EQUIPMENT, INC. – FOR THE PURCHASE OF WINDSCREEN AND BACKSTOP PADDING FOR THE BASEBALL FIELD AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX**

**RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, PARKS DIRECTOR FOR THE PURCHASE OF WINDSCREEN AND BACKSTOP PADDING FOR THE BASEBALL PADDING AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 12- 2022 TO WIZARD SPORTS EQUIPMENT, INC. OF ANAHEIM, CALIFORNIA AT A COST OF \$3,827.92, THE LOWEST QUOTE.**

**16. APPROVAL OF CHANGE ORDER NO. 7 FOR THE CONSTRUCTION OF PHASE 1 OF THE HAVERSTRAW RECREATION COMPLEX- GENERAL SITE CONSTRUCTION**

**BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 7 WITH ATHLETICS FIELDS OF AMERICA OF MONTVILLE, NEW JERSEY FOR THE EXCAVATION AND DISPOSAL OF 586.13 TONS OF CONTAMINATED SOIL IN THE AMOUNT OF \$49.00 PER TON AT A TOTAL COST OF \$28,720.40.**

**17. SCHEDULE PUBLIC HEARING - TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE PROPERTY LOCATED AT 51 LILLIAN STREET, POMONA, NY 10970**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW PURSUANT TO CHAPTER 127-31 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE PROPERTY LOCATED AT 51 LILLIAN STREET, POMONA, NY 10970 DUE TO THE FAILURE OF THE OWNER AND/OR TENANT AND/OR OCCUPANT OF THE ABOVE PREMISES TO CORRECT A CONDITION COMPLAINED OF, SPECIFICALLY STORING AN UNREGISTERED VEHICLE ON THE FRONT LAWN OF THE PROPERTY CAUSING A PUBLIC NUISANCE. SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, AUGUST 9, 2022 AT 7:10 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN CLERK SHALL PUBLISH SAID NOTICE AND ALL PERSONS ARE INVITED TO ATTEND AND WILL BE HEARD BY THE BOARD.**

**18. APPROVAL FOR EMERGENCY REPAIR – REPLACEMENT OF LAKE SCREEN AT THE PHILIP J. ROTELLA MEMORIAL GOLF IRRIGATION PUMP HOUSE**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY REPAIR TO REPLACE THE LAKE SCREEN AT THE PHILIP J. ROTELLA MEMORIAL GOLF IRRIGATION PUMP HOUSE BY WILLOW'S BEND OF BELLE MEAD, NEW JERSEY AT A COST OF \$3,750.**

**19. AWARD OF RFQ NO. 13- 2022 TO CHRISTENSEN NET-WORKS – FOR THE PURCHASE OF NETTING, SPORT ROPE AND CLIPS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

**RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, FOR THE PURCHASE OF FIVE (5) G295T POLYESTER GOLF PANELS AT 50'X30' WITH 5/16" HAND SEWN BLACK SPORT ROPE, 1,000 CAR-7MM SNAP CLIPS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 13- 2022 TO CHRISTENSEN NET-WORKS OF EVERSON, WASHINGTON AT A COST OF \$3,917.88 PLUS \$422.23 FOR SHIPPING FOR A TOTAL COST OF \$4,940.11, THE LOWEST QUOTE.**

**20. AUTHORIZATION FOR SUPERVISOR TO SIGN THE FUELMASTER FUEL MANAGEMENT SYSTEM SUPER EXTENDED MAINTENANCE AGREEMENT**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A FUELMASTER FUEL MANAGEMENT SYSTEM SUPER EXTENDED MAINTENANCE AGREEMENT WITH SYN-TECH SYSTEMS, INCORPORATED, (STS) OF TALLAHASSEE, FLORIDA TO COVER PARTS AND SUPPORT LABOR FOR ALL FUELMASTER COMPOINENTS, BOTH SOFTWARE AND HARDWARE AND PROVIDE UPGRADES TO SOFTWARE/FIRMWARE AS REQUIRED, COMMENCING ON JUNE 1, 2022 AND ENDING ON MAY 31, 2023 FOR THE COST OF \$2,650.**

**21. APPROVAL OF CHANGE ORDER NO. 5 FOR THE CONSTRUCTION OF PHASE 1 OF THE HAVERSTRAW RECREATION COMPLEX – HAVERSTRAW RECREATION CENTER MULTI FIELD & BASEBALL FIELD**

**BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 4 WITH FIELDTURF USA, INC. OF CALHOUN, GEORGIA FOR ADDITIONAL FENCING AROUND THE BASEBALL FIELD AT A COST OF \$13,885.**

# MARY J D'URSO PHOTOGRAPHY

## PHOTO PROPOSAL – Haverstraw Independence Day Fireworks 2022

6/13/2022

### OVERVIEW

Mary J. D'Urso Photography is pleased to submit this proposal for photographing the Haverstraw Independence Day Fireworks 2022 at Bowline Point Park on 7/2/22. We have worked on many events in the Rockland County area providing quality photos. We will be sure to capture memories that residents will treasure and enjoy while looking back on this year's Independence Day Celebration. With any project we take on, connection to the subject of the photo is key. Mary prides herself on her ability to connect with her subjects of any age. Capturing candid photos of attendees as well as the fireworks display will be key to show what a cherished and joyous tradition Haverstraw's yearly Independence Day Celebration has become.

### The Objective

- Provide quality candid photos of attendees as well as the fireworks display of the Haverstraw Independence Day Celebration 2022 at Bowline Point Park

### The Solution

- 3 hours on site to capture candid photos of residents, town officials, and other attendees prior to the fireworks display
- 1 hour on site to capture photos throughout the fireworks display
- 1 week off-site photo processing and digital image compilation.

### OUR PROPOSAL

Mary J. D'Urso Photography is confident the solutions above will ensure successful completion of the outlined objectives. Our past experience in excellent service and quality work is key for ensuring this will happen.

It is agreed that the photographs shot and prepared by Mary J D'Urso Photography are the exclusive property of the Town of Haverstraw and they shall not be shared or provided to anyone without the express written consent of the Town of Haverstraw.

## Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Price / Description
4 hours On Site	\$700 on-site event photography
1 week off-site editing	\$150 off-site editing & digital image compilation
TOTAL	\$850

## ACCEPTANCE

Signatures below indicate acceptance of the proposal outlined in this document.

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Mary J. D'Urso / Date

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Haverstraw Representative / Date

## CONCLUSION

We look forward to working with Haverstraw Town Officials ensuring residents, officials, and other attendees are pleased with the quality of work Mary J. D'Urso Photography will provide.

If you have questions on this proposal, feel free to contact Mary at your convenience by email at [maryjdursophotography@yahoo.com](mailto:maryjdursophotography@yahoo.com) or by phone at 845-642-5351. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Mary J. D'Urso





## Department of Transportation

ANDREW M. CUOMO  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

### **2020/21 MUNICIPAL SNOW AND ICE AGREEMENT SUPPLEMENTAL AGREEMENT AND ADJUSTMENT/CALCULATION WORKSHEETS**

With our Municipal Snow and Ice Agreements now five-year agreements, DOT no longer needs to approve one-year extensions every year. However, we are still required to adjust the estimated expenditure each year of the contract term to account for changes in labor, materials, equipment, and fixed costs. In years 2 through 5 of each contract, the estimate may require a simple re-calculation or a fully approved and executed contract amendment (also known as a Supplemental Agreement) depending on how light or severe the previous winter was.

The materials for the 2020/21 Municipal Snow and Ice Agreement Adjustment/Calculation Worksheets and Supplemental Agreement Cover are being sent with this letter. The package includes the worksheets themselves, and the Supplemental Agreement Cover document.

The Adjustment/Calculation worksheets will contain specific criteria found near the end to determine whether a Supplemental Agreement will be needed, based on how much the 2020/21 estimate changes from last year.

The completed package shall include the items listed below:

#### **If the Supplemental Agreement Cover is required:**

1. Four (4) Supplemental Agreements, with the appropriate fields filled in with original signatures and notary seal on each.
2. Four (4) filled-out and signed Adjustment/Calculation Worksheets.
3. Four (4) Resolutions from the Municipality complete with original signatures and certified with Municipal Seal on each.

#### **If the Supplemental Agreement Cover is NOT required:**

1. Three (3) filled-out and signed Adjustment/Calculation Worksheets.

**NOTE:** if there are other changes that need to be made to the original Agreement, such as a change in lane miles being contracted out, or a change to the map originally provided in the Agreement, or any other changes being made to the terms of the agreement other than revising the estimate, then a completed Supplemental Agreement will be required and need the items listed above.

It is important that the documents be returned to Main Office for processing as soon as possible. Failure to return the completed documents to Main Office by December will result in delays in issuing the correct Interim Payment amount.

If you have any questions regarding Municipal Snow and Ice Agreements, please contact Brian French at [Brian.French@dot.ny.gov](mailto:Brian.French@dot.ny.gov). Thank you so much.

**FIXED COSTS (fill out if necessary)**

Salt Storage (Barns)		
DTN Weather Service		
Snow Fence		
<b>Total Fixed Costs</b>		

**2020/21 SEASON ESTIMATE** (Labor + Materials + Equipment + Fixed Costs)**SUMMARY OF COSTS**

	2019/20 \$	%	2020/21 \$	%
Labor	\$21,257.37	43.49%		
Materials	\$10,621.67	21.73%		
Equipment	\$17,003.91	34.78%		
Fixed Costs				
<b>Totals</b>	<b>\$48,882.95</b>	<b>100%</b>		<b>100%</b>

<b>A: Original Base Season Estimate from Current Agreement:</b>	<b>\$48,882.95</b>
<b>B: 2020/21 Season Estimate</b>	
<b>Increase or Decrease (B minus A)**</b>	

*\*\*Due to a light winter during the 2019/20 season, if an increase of more than \$16,131.37 is needed for the 2020/21 season, an amendment (Supplemental Agreement) to the contract will be required and will be subject to OSC approval.*

Estimate Recommended/Reviewed By: \_\_\_\_\_  
Resident Engineer

Estimate Reviewed By: \_\_\_\_\_  
Municipality

Estimate Approved By: \_\_\_\_\_  
S&I Program Manager

Contract No.: D014842  
 Supplemental Agreement No.: 1  
 Date Prepared: \_\_\_\_\_

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: \_\_\_\_\_  
 For Commissioner of Transportation

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

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

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

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

STATE OF NEW YORK

)ss.:

COUNTY OF ROCKLAND

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipality described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipality pursuant to a resolution that was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

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

APPROVED AS TO FORM  
 STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

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

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



## TOWN OF HAVERSTRAW

HOWARD T. PHILLIPS, JR.

Supervisor

ISIDRO CANCEL  
JOHN J. GOULD  
Councilmen

VINCENT J. GAMBOLI  
JOHNNY ORTIZ  
Councilmen

MICHAEL J. GAMBOLI  
Director of Finance

WILLIAM M. STEIN  
Town Attorney

May 24, 2022

Captain John J. Gould Jr.  
Haverstraw Police Department  
101 West Ramapo Road  
Garnerville, New York 10923

Re: Terms and Conditions of Employment – May 24, 2022 to December 31, 2022

Dear Captain John J Gould Jr.:

This letter is written to inform you that, subject to the approval of the Town Board, the following shall constitute the terms and conditions of your employment for the period from May 24, 2022 until December 31, 2022:

1. You shall receive all the benefits contained in the following paragraphs. All provisions of the Town of Haverstraw PBA Contract or any subsequent changes shall not apply to you.

2. **Compensation:**

Effective May 24, 2022, your annual compensation will be based upon the following:

(a) 2022 Prorated Annual Base Salary \$ 220,036

(b) 2022 Longevity – Annual longevity shall be \$ 1,704 per step (each step is after every three years of service not to exceed 8 steps).



3. **Work Schedule:**

(a) Your regular work shall be two hundred Sixty (260) days, excluding vacation and other approved leave. Your work schedule will be established by the Chief of Police.

(b) Your regular work schedule under normal circumstances will not exceed 40 hours per week. You will be and are considered a managerial salaried employee of the Town not subject to hourly rate deductions in pay. As such, you are not entitled to overtime for hours worked in excess of your regular work schedule. Any such hours will be worked without additional compensation.

(c) You shall attend all regular meetings and special meetings of the Town Board when the Chief is absent. Special meetings shall include, but are not limited to, day or evening meetings, meetings with members of the public, meetings regarding disciplinary actions, procedural or regulatory review, meetings regarding labor complaints, legal actions by the union, labor negotiations, legal actions against or initiated by the Town. Regular Town Board Meetings are the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month and as otherwise established by the Board. You will be notified either orally or in writing, at the discretion of the Town, of all special meetings of the Town Board which require your attendance.

(d) You shall perform all duties set forth in the civil service job description for the title of Captain as directed by the Chief, Supervisor or Town Board, including but not limited to internal affairs investigations.

4. **Vacation/Holiday:**

(a) You shall receive Forty Four (44) days of vacation annually. This time will be taken at the discretion of the Chief of Police. Vacation days may not be carried over in excess of ten (10) unused days from year to year. As such, accrued vacation may not exceed fifty four (54) days.

(b) You will not receive any holidays off or any holiday pay as compensation, said holidays are already included in your base salary.

5. **Drug Testing:**

You are subject to random drug testing as determined and at the discretion of the Town. The scientific method used to analyze all specimens taken for testing will be consistent with the methods enumerated in the drug testing provisions of the collective bargaining agreement between the Town and the P.B.A. A positive test will result in discipline including dismissal from service. Refusal to be tested will be considered a positive test.

6. **Indemnification:**

The provisions of Section 18 of the Public Officers' Law concerning defense and indemnification will apply to you and the Town hereby confers the benefits of such Section upon you and agrees to be held liable for the costs incurred as a result. However, you must meet the time limits set forth in Section 18 in order to be eligible for the protections provided there under.

7. **Physical Examination**

The Town may, at its discretion, provide you with an annual physical examination by a physician designated by the Town at the Town's expense on or about the anniversary date of your appointment to the position of Captain.

8. **Sick Leave/Personal Leave**

(a) In lieu of the sick leave provisions of the Haverstraw PBA Agreement, you shall be entitled to unlimited, fully paid sick leave in the event of illness, injury or other physical disability. Any prior accumulated sick leave shall be replaced by the unlimited sick leave benefit and you do not accumulate any sick leave days per month. The Town may require medical evidence and verification for any such absence. In addition, verification may be conducted by a physician designated by the Town.

(b) You are permitted to utilize five (5) sick days each year in the event of illness of your spouse, child or parent residing in your household. The Town may request medical documentation to support a family illness.

(c) You are entitled to six (6) days of personal leave per year on the condition that permission for such leave must be given by the Chief of Police.

(d) In the event of a death in your immediate family (including mother, father, brother, sister, wife, children, grandmother or grandfather) a leave of up to four (4) days is to be granted dependent on need or distance and within the discretion of the Chief. In the event of the death of your father-in-law, mother-in-law, sister-in-law or brother-in-law, a leave of up to three (3) days is to be granted dependent on need or distance and within the discretion of the Chief.

9. No accrued time will be available for any type sellback except for unused vacation, which will be paid out at retirement.

10. **Insurance**

(a) The Town shall provide at its own expense for the benefit of you and your dependents health insurance, which insurance shall continue in effect after your retirement, including disability retirement, into the State Retirement System from the Haverstraw Police Department. The Town reserves the right, at its discretion, to change health insurance carriers and health insurance benefits. However, the Retiree Benefits will be no less than that provided the PBA.

(b) The Town shall pay the premium toward dental insurance for you and your dependents and you will contribute \$65 per month towards the monthly premium. The Town reserves the right, at its discretion, to change dental insurance carriers and dental benefits. At retirement your Dental Insurance coverage will be terminated, unless you elect to continue your coverage at your own cost for the total Dental Insurance premium.

(c) The Town agrees to reimburse you for eye exams, glasses or contact lenses for him and his dependents up to a maximum of \$100 per person per year. Reimbursement shall be made upon presentation of a valid receipt for the service indicated.

(d) The Town agrees to pay the full cost of a life insurance policy in the face amount of sixty thousand (\$60,000) dollars with double indemnity.

11. **Vehicle**

The Town Board will provide you, at its discretion, with an unmarked, police equipped vehicle for your use in connection with your duties as a Captain as well as commutation. Said vehicle shall be maintained by the Town of Haverstraw in good appearance and in good working order. The Town Board reserves the right to withdraw this privilege.

12. **Uniform**

Your uniforms shall be supplied by the Town together with all equipment as issued by the Department. An annual stipend of Six Hundred Five Dollars (\$605.00) will be provided for uniform cleaning and maintenance as long as you are on active duty. This amount will be prorated if you are not on active duty.

13. **Major Events Stipend**

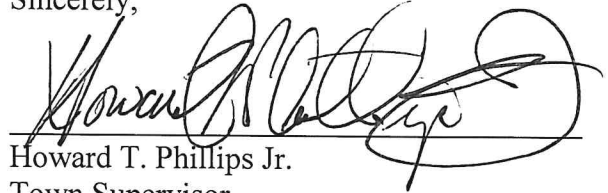
There are Three (3) Major events in the Town each year, the Gran Fondo, Town of Haverstraw Fireworks and the Latin Day Festival. The Captain will be paid for hours worked outside of his normal work shift on each of these events up to a max of 30 hours at his hourly rate. The stipend event hours must be submitted to payroll for the next pay period following the event.

14. **Term**

These terms shall remain in full force and effect until December 31, 2022. Thereafter, said terms may be changed by the Town Board at its discretion. However, under no circumstances will the salary in a subsequent year be less than the year before unless imposed as the result of discipline following appropriate due process. Any terms not referenced herein may be changed at any time at the discretion of the Town Board.

The Town appreciates your service to its residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard T. Phillips Jr.", is written over a horizontal line.

Howard T. Phillips Jr.  
Town Supervisor

cc: Town Board  
Chief Peter Murphy



Back Compose Reply Reply z Forward Delete Move Print Archive Mark More

## Inbox

586

Drafts

Sent

Junk

Trash

## Archive

3

27 Skyline Dr

28 Ivy Lane

28 Palisades Ct

500 Beach Rd

Christie (Silverberg)

CIW

Deleted Messages

Flying Films

George Behn

Junk

Michelle Craffey

Pomona Park

Pools

USA Central

USA Reports

## MOTIS Brands: Estimate #...

Message 1 of 4496

From MOTIS Brands <customerservice@discountrams.com>  
To gbehn@townofhaverstraw.org  
Reply-To MOTIS Brands <transactions.578694.65630098\_msg\_29>  
Date Today 3:56 pm



## MOTIS Brands

Discount Ramps  
Fulfillment Warehouse  
N102 W19400 Willow Creek Way  
Germantown WI 53022  
United States

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

## Bill To

The Town of  
Haverstraw  
1 Rosman Rd.  
Garnerville NY  
10923  
United States

## Ship To

The Town of  
Haverstraw  
1 Rosman Rd.  
Garnerville NY  
10923  
United States

## ESTIMATE

Date 6/6/2022  
Estimate # 78898  
Expires 7/6/2022  
Sales Rep 42 Ray Valadez  
Subsidiary Discount Ramps  
Customer PO #  
Customer Email gbehn@townofhaverstraw.org  
Customer Phone (845) 942-3710  
Ship Via Best Way  
11" rise  
Attn: George  
Memo Alt Email :  
tohbuild@gmail.com  
7-10 Day lead time  
Sales Rep 42 Ray Valadez  
Confirmation Number  
Shipping Code (2)

Item	Quantity	Units	Description	Rate	Tax	Amount	SB Bin
11R	1	ea	11' Modular Ramp	2,099.99	Yes	2,099.99	

Subtotal 2,099.99

Shipping Cost (Best Way) 0.00

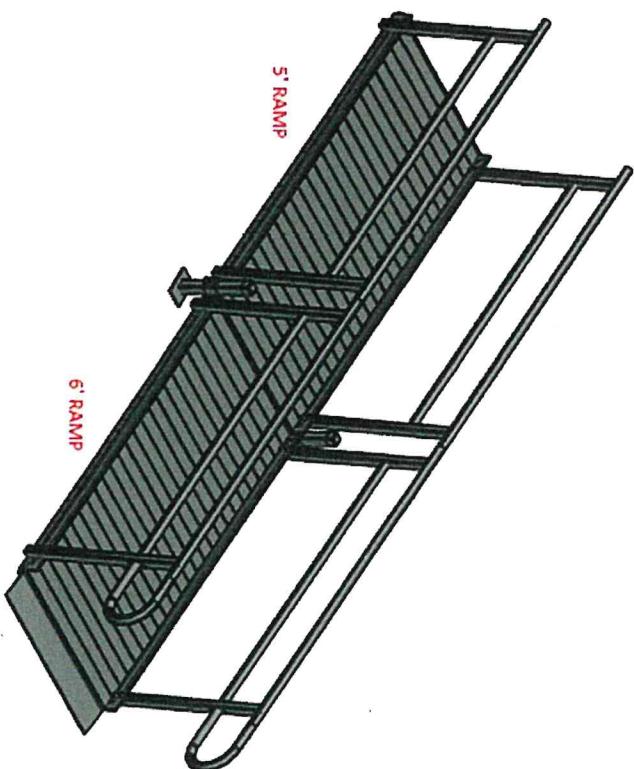
Total Tax (NY\_ROCKLAND CO\_BGWE 8.375%) 175.87

Total (USD) \$2,275.86

The customer or another adult MUST be present to sign for the freight. Residential Freight deliveries require an appointment to be set up for delivery. Usually the freight company will call, but in some instances the customer may have to call them. If liftgate service has not been purchased, customer is required to unload the freight. Please inspect the shipment for damage or missing parts before signing the bill of lading. Once you sign receipt, you have waived the right to a issue a damage claim.

All Estimates valid for 30 days unless otherwise noted. Thank you for the opportunity to quote. Discount Ramps Returns Policy: Products purchased from DiscountRamps.com may be returned within 30 days of receipt. To return an item you must call Customer Service at 888-651-3431 within 30 days of receipt of the product to receive a Return Authorization number. Our hours are 7:30 AM to 5:30 PM CST Monday through Friday. A refund will not be issued for any item received at DiscountRamps.com without a Return Authorization. To receive a refund, items must be returned in their original packaging and must be clean, unused and undamaged. It is your responsibility to ensure that products are packaged securely so that they are not damaged during return shipping. After inspection, a refund for the purchase price less any shipping charges will be credited to your

## Silver Spring 11' Straight Modular Ramp



☆☆☆☆☆

Item #: 17R

**\$2,099.99**

NEW!

 **FREE** STANDARD SHIPPING

**Availability:** In Stock

Quantity:	7
-----------	---

Add to Cart 

7-10 Day lead time

Starting at \$132/mo with affirm. Prequalify now

**BRAND:** Silver Spring    **Made in USA**    ✓ **1 Year Warranty**

- Modular straight ramp package includes all components for easy assembly and set-up
- Includes one 6' ramp, one 5' ramp, accompanying handrails
- 850 lb. Weight capacity, ADA-Compliant design
- 36" Ramp width between continuous 2-line handrails
- Non-slip surface for maximum performance in wet conditions
- Sturdy J-hook and tongue-and-groove connections between platforms and ramps for ultimate stability



**Play Video**

## QUESTIONS?

Call our certified ramp experts today!

1-888-651-3431

**NOT WHAT  
YOU NEED?**

CLICK HERE TO SHOP ALL  
MODULAR RAMP CONFIGURATIONS

AVAILABLE IN THE FOLLOWING LENGTHS



WIZARD SPORTS EQUIPMENT, INC.  
4883 EAST LA PALMA AVE, UNIT 504  
ANAHEIM, CA. 92807  
714-970-0995

## QUOTE

Date	Quote #
6/7/2022	6141

Name / Address
TOWN OF HAVERSTRAW 1 ROSMAN RD GARNERVILLE, NY 10923 845-429-4099

Ship To
RYAN REYNOLDS 845-521-1710 CELL RREYNOLDS@TOWNOFHAVERSTRAW.ORG

		P.O. No.	Terms	Due Date	FOB	Project
				6/7/2022		

Qty	Item	Description	Price Each	Total
180	WZ-VCM9X12	VINYL COATED CLASSIC MESH WINDSCREEN 8.2 OZ PER SQ YD UV RESISTANT 84% SHADE 3 YR WARRANTY	0.60	108.00
4	WZ-BSP310	COLOR: BLACK 6 FT H X 30 FT L STANDARD FOLDING BACKSTOP W/ 2 INCH THICK PADDING FOLDS EVERY 2 FT 3FT X 10 FT SECTION	429.99	1,719.96
4	WZ-BSP412	COLOR: RED STANDARD FOLDING BACKSTOP W/ 2 INCH THICK PADDING FOLDS EVERY 2 FT 4FT X 12 FT SECTION COLOR: RED	499.99	1,999.96
	FREIGHT	FREE DELIVERY ALLOW 4 WEEKS FOR DELIVERY	0.00	0.00

Thank you for your business.		Subtotal	\$3,827.92
		Sales Tax (7.75%)	\$0.00
		Total	\$3,827.92

Fax #
(714) 970-0996



## TOWN OF HAVERSTRAW

PROJECT NAME: HAVERSTRAW RECREATION COMPLEX - PHASE I

CONTRACT 1 - GENERAL SITE CONSTRUCTION

PROJECT LOCATION: TOWN OF HAVERSTRAW, COUNTY OF ROCKLAND, STATE OF NEW YORK

CONTRACTOR: ATHLETIC FIELDS OF AMERICA

Description and Purpose of Change Order:  
Trucking and disposal of contaminated soil.

## ADDITIONAL QUANTITIES:

Item No.	Description	Unit	Quantity	Unit Price	Amount
7	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL	TONS	586.13	\$ 49.00	\$ 28,720.40
					\$ 28,720.40

## CHANGE IN CONTRACT PRICE

Original Contract Amount: \$ 7,629,000.00  
Adjusted Amount Based on  
Change Order (#1-#5): \$ 7,821,263.08

Net Increase/Decrease this Change Order: \$ 28,720.40

[ (+) Increase or (-) Decrease] \$ 28,720.40 0.38%  
[ (+) Increase or (-) Decrease] \$ 192,263.08 2.52%

This Change Order

In Total Contract to Date

## CHANGE IN CONTRACT TIME

Original Contract Time: 0  
Net Change from Previous  
Change Orders: 0  
Net Change from Current  
Change Order: 0  
Adjusted Amount Based on  
Change Order (#1-#7): 0

Municipal Approval

*Kristin Rupp*  
(Project Manager)

06/10/2022  
(Date)

*Howard White*  
(Town Supervisor) 6/10/22  
(Date)

Accepted:

*Christina Telford*  
(Contractor)

6/10/2022  
(Date)

*Michael J. Damboli*  
(Director of Finance) 6/10/22  
(Date)

Athletic Fields of America agrees that the Twenty-eight Thousand Seven Hundred and 40/100: \$28,720.40 price and the zero (0) day time extension set forth in the Change Order is full compensation for the Work required to be performed pursuant to this Change Order and Athletic Fields of America, its officers, employees, successors, and assigns, hereby releases the Owner, its members, officers, employees, and assigns, from any and all claims, including, but not limited to, damages, compensation, benefits, or other claims, for personal and equipment, home office overhead, extended or disrupted performance, and/or other damages, that may be asserted against the Owner, its members, officers, employees, and assigns, in any way to the work described herein.



Pump Station • Welding Repairs • Crane Service • Lightning Detection

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Proposal Submitted To: Phillip J Rotella Golf Course  
Address: 200 Thiells Mt. Ivy Rd. Thiells, NY  
Job Location: Irrigation Pump House  
Proposal Date: May 26, 2022

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## PROPOSAL SCOPE

Replacement of Lake Screen.

MCI32x32 304SS Lake Screen Rated for 2100gpm

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**Project Total: \$3,750.00**

**\*\*No Sales Tax Added\*\*** 3% interest applies to a balance remaining after than 31 days.\*\*

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All material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Utility Mark-out:** Contractor will call NJ One Call to have all public utilities marked out (gas, electric, cable, telephone). Contractor will not be responsible for damage done to underground utility lines including but not limited to electric, gas, telephone, cable and water if such lines are located above the minimum depth as required by regulations of the public utilities commission. The customer will provide a property survey or be responsible to mark property boundaries and locate any underground private electric lines, drain pipes, gas lines prior to our crew starting the work.

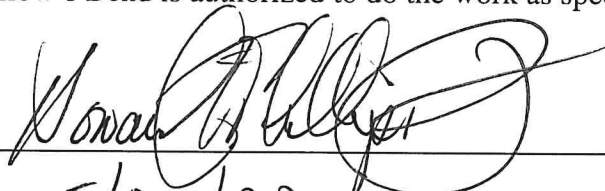
### Notice to Customer

**You may cancel this contract within five business days of receiving a copy of this contract. If you wish to cancel this contract Willow's Bend requires a signed and dated written notice of cancellation mailed to Willow's Bend P.O. Box 1344 Belle Mead, NJ 08502.**

**If you cancel this contract within the five day period, you are entitled to a full refund of your deposit. Refunds will be paid within 30 days of the contractor's receipt of the cancellation notice.**

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. Willow's Bend is authorized to do the work as specified. Payment will be made as outlined above.

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



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

5/27/22

Willow's Bend Signature: \_\_\_\_\_





# SALES ORDER

Christensen Net Works  
401 Lincoln Street, Everson WA 98247  
PH 800-459-2147 FX 800-330-7980

DATE	SO No.
6/10/2022	SO-78872

BILL TO				SHIP TO		
GEORGE WARGO 1 ROSMAN RD GARNERVILLE, NY 10923				GEORGE WARGO 113 THIELLS MT. IVY RD. THIELLS, NY 10984		
P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	CUSTOMER PHONE
PHONE	Credit Card	SS	7/22/2022	FEDEX GROUND	EVERSON, WA	8454299126

QTY	Item	Description	Rate	Invoiced	Amount
5	G295T POLYE...	250/72 X 38MM POLYESTER GOLF PANEL WITH 5/16" HAND SEWN BLACK SPORT ROPE 5 PANELS AT 50'X30'	783.576		3,917.88T
1,000	CAR-7MM	7MM SNAP CLIP, EA.	0.60	0	600.00T
1	TRUCK BIZ (c...	SHIPPING VIA TRUCK BUSINESS DELIVERY	422.23	0	422.23T
		WA SALES TAX	0.00%		0.00
				<b>Total</b>	\$4,940.11

PLEASE PAY FROM THIS ORDER.  
NO STATEMENT WILL BE SENT.  
A FINANCE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.





Syntech Systems, Inc.  
Toll Free 800.888.9136 | Phone 850.878.2556  
100 Four Points Way, Tallahassee, FL 32305  
**MYFUELMASTER.COM**

**FUELMASTER® Fuel Management System**  
**Super Extended Maintenance Agreement**

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this date of **06/01/2022** at Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

**Town of Haverstraw Highway Department**

This initial term of this agreement shall commence as of **06/01/2022** and shall continue for a term expiring **05/31/2023** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one year warranty that all FUELMASTER® customers receive. It covers parts and support labor for all FUELMASTER® components, both software and hardware and provides free upgrades to software/firmware, as required.

Maintenance Level	FMU/Serial Number	Cost
Super	FMU2500 S/N 19009	\$2,650.00
<b>Total</b>		<b>\$2,650.00</b>

*MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.*

Syn-Tech Systems, Inc will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Software updates will be provided free of charge upon request. The exception to this is for those systems operations with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance program will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or upgrade to the new software/firmware. Changes in hardware are not covered by this agreement.

Organizations under a super maintenance contract will be provided an email address and phone number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics 24 hours a day, 7 days a week. Service will include a Help Desk that allows the customer the ability to access FUELMASTER® technicians at all times. Please note that damage resulting from acts of God (including equipment failures due to electrical surges and lightning damage) will be covered under this agreement.



After expiration of any warranty / previous maintenance period, STS will use a three-tier maintenance support system.

**Level One:** Customer must report problem by telephone to STS. Calls received after normal business hours or on federal holidays, will be answered within 1 hour after notification. Syn-Tech's Product Support Team will analyze the problem within 62 minutes of contact. The Product Support Team will diagnose software and hardware remotely with telephonic diagnostic tools. Product Support will assist the customer to diagnose and/or give corrective actions. Seventy-five percent of the problems received by Product Support are resolved at this level. If level One is ineffective in resolving the problem, Syn-Tech Systems, Inc. will move to Level Two service.

**Level Two:** Syn-Tech Systems, Inc. will send replacement parts to customer by the most expeditious means in support of Level One Maintenance. The customer will install the replacement parts, with telephonic assistance and direction from STS, provided that the customer may install them without special tools and within an estimated 30 minutes. The customer will be provided a prepaid shipping container for return of the defective part(s). The defective parts(s) must be returned within seven business days.

**Level Three:** If Levels One and Two are ineffective in resolving the problem, Syn-Tech Systems, Inc. will dispatch a FUELMASTER® technician and spare parts to the customer's site to effect repairs as required. The customer's system must be repaired within three (3) working days in the customer's United States after seven (7) days outside the continental United States after notification that a site visit is required. Notification begins 8:00am on the first normal business day after Level Three assistance is determined. If this occurs on a normal business weekend or a federal holiday, the time starts on the next business day. If any types of clearances are necessary to access the site, notification time will not begin until the appropriate clearances are obtained.

Please note that damages from user abuse, negligence, accidents, faulty installation or operation is not covered under the agreement. This agreement specifically excludes any indirect, special consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including printer, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech Systems, Inc. are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations and is not transferable except by written permission of Syn-Tech Systems, Inc.

The parties of Syn-tech Systems, INC. and **Town of Haverstraw Highway Department** deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)



(Date)

06/01/2022

(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature)



(Date)

6/7/2022

(Name)

Howard T. Phillips, Jr.

(Title)

Supervisor

# Contract Change Order Proposal



**Date:** June 10, 2022

**COP#:** 5

**From:** FieldTurf USA, Inc.  
7445 Côte-de-Liesse Road, Suite 200  
Montreal, Quebec H4T 1G2

**To:** Town of Haverstraw  
One Rossman Road  
Garnerville, NY 10923

**Project:** Haverstraw Recreation Complex  
One Rossman Road  
Garnerville, NY 10923  
**Ref:** 00023135/00023144

**Contact:** Mike Gamboli  
**Phone:** (845) 429-2200  
**Fax:** (845) 429-4701  
**Email:** [mgamboli@townofhaverstraw.org](mailto:mgamboli@townofhaverstraw.org)

**Scope Description:** Fencing

DESCRIPTION	QTY	UNIT	UP	PRICE
4' H Ornamental Fence	80	LF	\$152.50	\$12,200.00
5' Wide Single Gate	1	LS	\$1,665.00	\$1,685.00
<b>Subtotal</b>	1	LS	\$13,885.00	\$13,885.00

<b>TOTAL CHANGE ORDER:</b>	<b>\$13,885.00</b>
<b>ORIGINAL CONTRACT:</b>	<b>\$3,097,506.63</b>
<b>PREVIOUS CHANGE ORDERS:</b>	<b>\$138,031.07</b>
<b>REVISED CONTRACT TOTAL:</b>	<b>\$3,249,422.70</b>

**Notes/Exclusions:**

- Quote is valid for thirty (30) calendar days
- The Contract Time will be increased by \_\_\_ Days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order.

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

**FieldTurf USA, Inc.**

  
\_\_\_\_\_  
Authorized Representative

Date 6/13/2022

**Owner/General Contractor**

  
\_\_\_\_\_  
Authorized Representative

Date

6/13/22