

**HAVERSTRAW TOWN BOARD
FEBRUARY 8, 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 JANUARY 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. APPOINTMENT OF MICHELLE VENTURA TO THE POSITION OF JUSTICE COURT CLERK - TOWN OF HAVERSTRAW JUSTICE COURT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPOINTS MICHELLE VENTURA OF GARNERVILLE, NEW YORK TO THE POSITION OF JUSTICE COURT CLERK, FOR THE TOWN OF HAVERSTRAW JUSTICE COURT, FULL TIME, EFFECTIVE FEBRUARY 9, 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. VENTURA SHALL RECEIVE A YEARLY SALARY OF \$63,000.00 PRO RATA.

7. AWARD OF RFQ NO. 2-2022 – PRINTING AND MAILING OF 2022 GOLF BROCHURES

RESOLVED, THAT TWO (2) REQUEST FOR QUOTES WERE SUBMITTED TO OLIVIA HITCHINGS, CLERK TYPIST, FOR THE SERVICE OF PRINTING AND MAILING THE 2022 GOLF COURSE BROCHURES, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO STAR PRESS PRINTING OF VALLEY COTTAGE, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$1,580.00.

8. BUDGET ADJUSTMENTS FOR YEAR ENDING IN DECEMBER 31, 2021

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$159,500.00, THE PART TOWN FUND (B) IN THE AMOUNT OF \$500.00 AND THE WATER DISTRICT (SW) IN THE AMOUNT OF \$15,500.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE YEAR ENDING IN DECEMBER 31, 2021. (SEE ATTACHED BUDGET ADJUSTMENTS).

9. INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF ROCKLAND AND THE TOWN OF HAVERSTRAW REGARDING THE CRIMINAL JUSTICE DISCOVERY GRANT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ROCKLAND REGARDING THE CRIMINAL JUSTICE DISCOVERY GRANT FROM JANUARY 1, 2020 THROUGH MARCH 31, 2021.

10. **AUTHORIZATION FOR DETECTIVE NICHOLAS ARMIDA AND DETECTIVE ADRIAN MALDONADO TO ATTEND THE NEW YORK TACTICAL OFFICERS ASSOCIATION**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR DETECTIVE NICHOLAS ARMIDA AND DETECTIVE ADRIAN MALDONADO TO ATTEND THE NEW YORK TACTICAL OFFICERS ASSOCIATION TO BE HELD FROM APRIL 25, 2022 TO APRIL 29, 2022 IN VERONA, NEW YORK AT A COST NOT TO EXCEED \$800.00.

11. **AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENTS FOR THE TOWN OF HAVERSTRAW THURSDAY NIGHT SUMMER CONCERT SERIES**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AGREEMENTS WITH VARIOUS BANDS FOR ENTERTAINMENT PURPOSES FOR THE TOWN OF HAVERSTRAW THURSDAY NIGHT SUMMER CONCERT SERIES NOT TO EXCEED A TOTAL COST OF \$20,000. ALL AGREEMENTS CAN BE VIEWED AT THE TOWN CLERKS OR TOWN ATTORNEYS OFFICE AS AGREEMENTS ARE EXECUTED.

12. **RESOLUTION ACCEPTING CREATING HEALTHY SCHOOLS AND COMMUNITIES CONTRACT**

WHEREAS, THE TOWN OF HAVERSTRAW IS COMMITTED TO THE HEALTH AND WELLNESS OF ITS RESIDENTS, AND

WHEREAS, THE ROCKLAND COUNTY DEPARTMENT OF HEALTH HAS RECEIVED A GRANT FROM THE NEW YORK STATE DEPARTMENT OF HEALTH TO WORK WITH THE TOWN OF HAVERSTRAW TO IMPLEMENT THE COMMUNITY COMPONENT OF THE GRANT “CREATING HEALTHY SCHOOLS AND COMMUNITIES” TO REACH PORTIONS OF THE TOWN THAT ARE PART OF THE NORTH ROCKLAND CENTRAL SCHOOL DISTRICT, AND

WHEREAS, THE PURPOSE OF THE GRANT IS TO FIND A COORDINATED, MULTI-SECTOR EFFORT TO INCREASE DEMAND FOR ACCESS TO HEALTHY FOOD AND OPPORTUNITIES FOR PHYSICAL ACTIVITY TO REDUCE THE RISK OF OBESITY. THE SPECIFIC FOCUS WILL INCREASE AVAILABILITY OF HEALTHY FOOD IN WORKSITES AND COMMUNITY SETTING BY IMPLEMENTING FOOD SERVICE GUIDELINES AND INCREASE SAFE AND ACCESSIBLE PHYSICAL ACTIVITY ACTIVE TRANSPORTATION INTERVENTIONS (CONNECTING ROUTES TO DESTINATIONS) FOR 5 YEARS FROM JUNE 1, 2021 – MAY 31, 2026.

WHEREAS, THE GOALS OF THIS PROGRAM SUPPORT THE GOALS AND OBJECTIVES OF THE TOWN OF HAVERSTRAW COMPREHENSIVE PLAN, AND

WHEREAS, THE TOWN OF HAVERSTRAW WILL WORK UNDER CONTRACT WITH THE COUNTY OF ROCKLAND FOR A FEE OF \$36,954 PER YEAR FOR A TOTAL 5 YEAR CONTRACT IN THE AMOUNT OF \$184,770.00 FROM JUNE 1, 2021 – MAY 31, 2026

NOW, THEREFORE, BE IT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE ACCEPTANCE OF A NEW CREATING HEALTHY SCHOOLS AND COMMUNITIES CONTRACT IN THE AMOUNT OF \$184,770 FROM ROCKLAND COUNTY DEPARTMENT OF HEALTH (NYS DOH) FOR THE PERIOD FROM JUNE 1, 2021 THROUGH MAY 31, 2026.

**13. EXTENSION OF LICENSE AGREEMENT FOR USE OF THE TOWN OF
POLICE FIRING RANGE FACILITY**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A LICENSE AGREEMENT WITH THE TOWN OF RAMAPO FOR A ONE (1) YEAR PERIOD FOR CALENDAR YEAR 2022 TO USE THE RAMAPO POLICE RANGE AT NO COST TO THE TOWN OF HAVERSTRAW.

14. APPROVAL OF REIMBURSEMENT FOR A PERMIT FEE

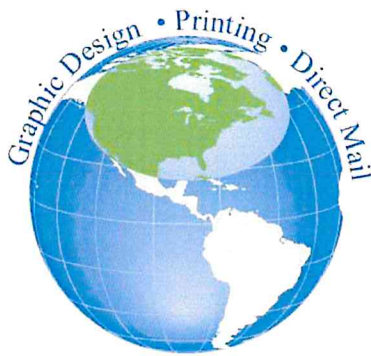
RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE REIMBURSEMENT TO GKONTOS INC. OF POMONA, NEW YORK FOR A BUILDING PERMIT IN THE AMOUNT OF \$150.

**15. AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENT BETWEEN
THE TOWN OF HAVERSTRAW AND STONEFIELD ENGINEERING AND
DESIGN, LLC**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND STONEFIELD ENGINEERING AND DESIGN, LLC OF NEW YORK, NEW YORK FOR PROFESSIONAL TRAFFIC/PARKING ENGINEERING REVIEW SERVICES.

**16. AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENT BETWEEN
THE TOWN OF HAVERSTRAW AND TRIFORCE COMMERCIAL REAL
ESTATE LLC**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN AN EXCLUSIVE RIGHT TO LEASE AGREEMENT WITH TRIFORCE COMMERCIAL REAL ESTATE LLC OF VALLEY COTTAGE, NEW YORK FOR THE RESTAURANT LOCATED AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE.



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

QUOTE

Quote EST-0003199
Date: 01/19/2022

Olivia Hitchings
Town of Haverstraw

Dear Olivia,

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

Item Title	Golf Brochures
Artwork	Artwork Supplied
Color	CMYK full colour process
Size	14 x 8.50 In.
Material	100lb Gloss Text
Delivery	To Monsey Bulk mail Center, then to local Post offices in the Town. Extras to Town Hall
Finishing	Fold in half and half
Proofs	PDF
Notes	Delivery included in estimate

Quantity	Qty: 14000
Price ex Tax	\$1,580.00
Tax	\$0.00
Price inc Tax	\$1,580.00

Kind regards,
Marino Nicolich

Town of Haverstraw
Budget Adjustments
For Year ending 12-31-21

General Fund (A)

Director of Finance Personal Services	A. 1310.01	5000 ⁰⁰	
Assessor Personal Services	A. 1355.01	2000 ⁰⁰	
Town Clerk Personal Services	A. 1410.01	10000 ⁰⁰	
Building Contractual	A. 1620.04	25000 ⁰⁰	
Central Mailing & Printing	A. 1670.04	2000 ⁰⁰	
Community College Tuition Chargeback	A. 2490.04	15000 ⁰⁰	
Police Contractual	A. 3120.04	40000 ⁰⁰	
Superintendent of Highway Personal Service	A. 5010.01	500 ⁰⁰	
Special Rec Golf Contractual	A. 7150.04	40000 ⁰⁰	
Social Security	A. 9030.08	20000 ⁰⁰	
Contingency	A. 1990.04		159500 ⁰⁰
		159500 ⁰⁰	159500 ⁰⁰
		✓	✓

Part Town Fund (B)

Safety Inspection Personal Services	B. 3620.01	500 ⁰⁰	
Social Security	B. 9030.08		500 ⁰⁰
		500 ⁰⁰	500 ⁰⁰
		✓	✓

Water District (SW)

REV Contractual Expense	SW 8310.04	15500 ⁰⁰	
Appropriated Fund Balance	SW 0000,2999		15500 ⁰⁰
		15500 ⁰⁰	15500 ⁰⁰
		✓	✓

INTERMUNICIPAL AGREEMENT

With

TOWN OF HAVERSTRAW

THIS AGREEMENT made the _____ day of _____, 2021 by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF HAVERSTRAW on behalf of its Police Department**, a municipal corporation of the State of New York, having its principal office at 101 West Ramapo Road, Garnerville, NY 10923, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter this intermunicipal agreement for the Town of Haverstraw Police Department to receive reimbursement from the Criminal Justice Discovery Grant; and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. 465 of 2021** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall use such funds from the Criminal Justice Discovery Grant for reimbursement of expenditures supporting implementation of discovery reforms. See Schedule "A" attached hereto.
2. **TERM:** The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **January 1, 2020, and terminating March 31, 2021.**

3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY-ONE THOUSAND SIX HUNDRED FORTY-ONE AND NO/100 (\$31,641.00)** as reimbursement to the **MUNICIPALITY**. **MUNICIPALITY** agrees that the aforesaid **THIRTY-ONE THOUSAND SIX HUNDRED FORTY-ONE AND NO/100 (\$31,641.00)** shall be solely and exclusively used for the purpose of reimbursement of discovery grant.

4a. **INDEMNIFY AND HOLD HARMLESS:** The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY** to the fullest extent permitted by law. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4c. Under no circumstances shall **MUNICIPALITY** assume liability or defense costs for the actions of the personnel of the Rockland County District Attorney's Office who are not employed by **MUNICIPALITY**.

5. **LIABILITY ONLY FOR MONIES BUDGETED:** This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget.

6. **RECORD KEEPING AND AUDIT:** The **MUNICIPALITY** shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and

communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to COUNTY for inspection or audit upon demand. No compensation or fee for services will be due to MUNICIPALITY unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement; or the date of the last payment tendered, whichever occurs latest, by six years.

7. NO ASSIGNMENT: The MUNICIPALITY shall not assign, sublet, or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the COUNTY.

8. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

9. LABOR LAW AND EXECUTIVE LAW: The MUNICIPALITY shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

10. LOCAL LAWS AND RESOLUTIONS: The MUNICIPALITY shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The MUNICIPALITY agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

12. IRAN DIVESTMENT ACT: CONTRACTOR and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE DISTRICT ATTORNEY
(Approved for signature of
County Executive)

TOWN OF HAVERSTRAW

By: _____
THOMAS E. WALSH II
District Attorney
Dated: _____

By: _____
HOWARD T. PHILLIPS JR.
Supervisor
Dated: _____

DEPARTMENT OF LAW
(Approved for signature of
County Executive)

COUNTY OF ROCKLAND

By: _____
JEANNE S. GILBERG
Principal Assistant County Attorney

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Dated: _____

2021-03338

Contract Request Schedule "A"
(A detailed schedule of the work or services to be provided)

Statement of Work (SOW) – (The Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met.)

New York State Division of Criminal Justice Services is providing a reimbursement grant covering work done from January 1, 2020 through March 31, 2021 related to the new Criminal Justice Reform Laws, specifically changes to Discovery Laws. This covers providing the District Attorney's Office with all documents and evidence for each case within the required time frame.

Contract Deliverables – (Contract Deliverables are the outputs associated with the Statement of Work. Sample Deliverables include, draft reports, final reports, assessments, studies, meetings, public hearings, number of clients served within a specified time period.)

Provided the District Attorney's Office with all documents and evidence for each case within the required time frame.

Cost/Price & Payment Section – (Total/Estimated contract costs shall be defined as well as method of payment. Define if this is a Completion Contract (paid in full when contract is completed) or if this is a Level of Effort Contract (progress payments will be made upon the completion of certain milestones/deliverables). If progress payments are to be made, the milestones/deliverable for payment must be clearly defined. Retainage requirements shall also be clearly defined.)

As per agreed upon with the County Executive's Office

Supporting Documentation – (Supporting Documentation such as copies of vendor's proposals, technical data or drawings should also be included.)

N/A

Insurance Certificates - (All required insurance certificates; General Liability, Automotive, Professional Liability, Workman's Compensation and Disability shall be included with each contract request and contract extension request.)

N/A

ATTACHMENT: 2020-21 Discovery Reform Funding Plan

Instructions: Indicate each Sub-Grantee using this attachment. If additional lines are needed, please submit additional attachments. Completed form(s) must be attached in GMS as part of the submitted Application. The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

County: Rockland

Sub-Grantee	Sub-Grantee Name (if applicable):	Expense	Activities	Describe how this expenditure supports implementation of the discovery and/or bail reform efforts.
District Attny		\$ 137,889	Administrative Support	This is the salary and fringe for the Supervising ADA overseeing Disc
District Attny		\$ 28,860	Computers (Hard/Software)	This is the cost for server space to maintain Discovery information
District Attny		\$ 200,287	Administrative Support	Salary ADA's who work on Discovery for new cases
Police Dept	Clarkstown	\$ 38,278	Overtime Costs	Overtime incurred by officers in completing criminal charging Instrum
Police Dept	Clarkstown	\$ 31,332	Administrative Support	Partial salary for Officer specifically designated to compile and forward
Police Dept	Haverstraw	\$ 10,897	Data Connectivity	The cost for additional bandwidth to run the Digital Evidence Mgmt
Police Dept	Haverstraw	\$ 15,496	Administrative Support	Sgt. Beyer has been assigned to the DEMS Dept.
Police Dept	Haverstraw	\$ 5,248	Overtime Costs	Sgt. Beyer's OT related to DEMS
Police Dept	Orangetown	\$ 25,313	Overtime Costs	Discovery Evidence Management System paperwork
Police Dept	Piermont	\$ 2,484	Data Connectivity	Upgraded internet service speed through Verizon
Police Dept	Piermont	\$ 3,666	Computers (Hard/Software)	Upgraded computer connections to transmit data
Police Dept	Piermont	\$ 178	Overtime Costs	Overtime costs
Police Dept	Ramapo	\$ 44,297	Overtime Costs	OT for Officers to complete DEMS arrest paperwork to comply with C
TOTAL:		\$544,225		

NOTE: The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

ATTACHMENT: 2020-21 Discovery Reform Funding Plan

Instructions: Indicate each Sub-Grantee using this attachment. If additional lines are needed, please submit additional attachments. Completed form(s) must be attached in GMS as part of the submitted Application. The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

County: Rockland

Sub-Grantee	Sub-Grantee Name (if applicable) :	Expense	Activities	Describe how this expenditure supports implementation of the discovery and/or bail reform efforts.
Sheriff		\$ 12,656	Administrative Support	Administrative staff required to prepare and upload case files and dig
Police Dept	Stony Point	\$ 12,656	Computers (Hard/Software)	Server, Drives, Software, Set up for system dedicated for DEMS
Police Dept	Suffern	\$ 6,328	Administrative Support	Salary of additional part time records clerk hired to complete discovery
Police Dept	Spring Valley	\$ 56,954	Administrative Support	Sgt. Alberto Lopez was assigned to Digital Evidence Management System
TOTAL		\$ 88,594		

NOTE: The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

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

This Agreement made as of the 1st day of January 2022, between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

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

WITNESSETH:

1. DESCRIPTION AND LOCATION

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

2. TERM

The term of this License Agreement shall be for one year from January 1, 2022 through December 31, 2022 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

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

3. CONSIDERATION

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

- (b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2022, the TOWN will be adding improvements to the facility in order to comply with Federal and State requirements. The TOWN anticipates charging a fee commencing in 2023.

4. COMPLIANCE WITH LAW

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

5. INSURANCE

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

- (a) Compensation Insurance - The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.
- (b) General Liability and Property Damage Insurance - The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

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

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

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

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

Each policy and certificate shall have endorsed thereon:

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

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

6. HOLD HARMLESS

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

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

7. LIABILITY TO THE TOWN

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

8. MISCELLANEOUS PROVISIONS

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

9. MODIFICATION

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

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

DATE: _____

TOWN OF HAVERSTRAW

By: _____

Print Name & Title

TOWN OF RAMAPO

By: 

MICHAEL B. SPECHT
SUPERVISOR

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

On the _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael B. Specht, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Town of Ramapo Police Department GENERAL ORDER

General Order No. 105**Issuance Date: May 26, 2005****Subject: Police Range Facility Policy****Effective Date: June 1, 2005****Cross Reference: GO 111****Accreditation Ref:****Distribution: All Members****Rescinded Date:****Issuing Authority: Chief Peter Brower**

Reevaluation						Amended					
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105.1 Purpose

It is the purpose of this order to provide guidelines for the use of the Town of Ramapo Police Range Facility.

105.2 Policy

The Town of Ramapo Police Department maintains a facility used for the purpose of training officers in firearms knowledge and proficiency. It is the policy of the Department that there shall be formal control over the use of the Police Range Facility.

105.3 Definitions

- A. **Police Range Facility:** The area located at the end of Bailer Road in the Town of Ramapo known as the "Range" and used for firearms training.
- B. **Licensee:** Any Department or Agency who has a valid Contract and Agreement executed and filed with the Town of Ramapo to use the Ramapo Police Range Facility.
- C. **Range Manager:** That person designated by the Chief of Police responsible for overseeing all aspects of the Ramapo Police Range Facility.
- D. **Firearms Instructor:** Any police officer who has completed a Federal Bureau of Investigation or New York State Firearms Instructor's Course, holds a valid certificate of completion, and has been assigned this duty by the Chief of Police.
- E. **Senior Firearms Instructor:** The Firearms Instructor charged with overseeing the Ramapo Police Range Facility in the absence of the Range Manager.
- F. **Range Officer:** Any police officer designated by the Range Manager to assist and work under the direction of a Firearms Instructor.

105.4 Procedures

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

4. Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.
 - a. If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.
 - b. The supervisor shall assure that the Shift OIC is notified.
5. Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.

G. Safety.

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

- l. Shooters are not to bend over to pick up anything while on the line, including weapon magazines, until the line has been declared safe by a Firearms Instructor or Range Officer;
- m. Whenever shooting is taking place, all personnel on the range must wear ear protection, safety glasses, and a baseball style cap with a brim that covers the top of their safety glasses.

2. Distance Shooting

- a. Shooting at distances of greater than 75 yards shall only be conducted on Range #1 (also known as the "Main Range" consisting of the turning-target system).
- b. The Police Range Facility gate shall be closed and locked to exclude all unauthorized personnel from the Range Facility.
- c. One officer shall be posted as an observer to announce a cease fire or abort if anyone should enter the Range Facility.
- d. Extended shooting points shall remain within the width of Range #1. No shooting points shall originate to the left of target point #1, or to the right of target point #25. The purpose of this is to prohibit firing at angles across the range from a position that may not be clearly visible or expected.

H. Qualification with Off Duty Firearms.

1. Non-probationary Active members of the Ramapo Police Department may be certified to carry off duty firearms other than their service weapon by successfully completing a qualification course approved by the Range Manager.
2. Off duty weapon qualification courses shall be for firearms of .32 caliber or greater, and officers shall provide the Range Manager or Senior Firearms Instructor with the make, model, serial number, and caliber of the firearm used during the qualification course.
3. Retired members shall be permitted to complete a qualification course for off-duty weapons and upon successful completion, will be provided with a letter from the Range Manager or Senior Firearms Instructor indicating the date that they successfully completed the qualification course. The letter shall include make, model, serial number, and caliber of the firearm used for the qualification course. Their decision to possess a firearm shall be guided by any applicable laws or statutes. Records shall be maintained by the Range Manager.

105.5 Lines of Authority

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

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

105.6 Use of Ramapo Police Range by Outside Agencies

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

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

STONEFIELD

January 24, 2022

Howard T. Phillips, Jr.
Town of Haverstraw Town Supervisor
1 Rosman Road
Hamlet of Garnerville, Town of Haverstraw, Rockland County, NY, 10923

Contract Proposal – Professional Traffic/Parking Engineering Review Services
Proposed Synagogue
62 Riverglen Drive
Town of Haverstraw, Rockland County, New York

Dear Mr. Phillips:

Per our recent discussion with George Behn, Haverstraw Building Department, it is understood that you have requested a Proposal for Professional Traffic Engineering Services to assist the Town of Haverstraw in the technical review of the proposed synagogue. As part of the workscope contained herein, the Traffic Impact Study, Site Plan, and project-related materials will be reviewed, a recommendation for on-street parking will be provided and one (1) technical review letter will be generated. Professional traffic engineering review will also be provided at one (1) Town Board public hearing. Note that any subsequent work (i.e. review of additional submissions, attendance of additional hearings, etc.) is subject to our standard rate of \$145/hour for municipal review work. **The workscope associated with this proposal shall be specifically defined in Appendix A.**

Upon consultation with your office, supplemental proposals and/or addendums for additional work requested will be issued for activities above and beyond the workscope outlined in Appendix A. Invoices for professional services provided and expenses incurred will be submitted on a monthly basis beginning on the month following the execution and return of this contract. Invoices are payable within thirty (30) days of receipt to continue providing professional services related to the project scope. This proposal will be valid for ninety (90) days from the date of this proposal. **The Contract Proposal shall be subject to the Standard Provisions for Professional Services as defined in Appendix B.**

Thank you for the opportunity to provide our Proposal for Professional Engineering Services as part of this project. **Should you be agreeable to this Contract Proposal and want to initiate our services, please provide our firm with a signed and dated copy of this document, initial all attachments and provide a retainer payment in the amount specified above.** If you have any questions or comments or wish to discuss this Contract Proposal in further detail, please feel free to contact our office at your convenience.

Best regards,



Charles D. Olivo, PE, PTOE



Andrew J. Villari, PE
Stonefield Engineering and Design, LLC

AGREED TO AND ACCEPTED:

Client Entity

Authorized Representative (print name)

Signature

Date

X:\Proposals\2022\New York\Haverstraw Review\2022-01-19_Professional Traffic Engineering Services Proposal.docx

STONEFIELDENG.COM

584 BROADWAY, SUITE 310, NEW YORK, NEW YORK 718.606.8305 T.

APPENDIX A CONTRACT PROPOSAL FEE SUMMARY (2 OF 1)

SITE / CIVIL ENGINEERING SERVICES

TASK	DESCRIPTION OF SERVICE	CONTRACT AMOUNT
A	Initial Traffic/Parking Engineering Review <i>Review of Traffic Impact Study, Site Plan, and project materials / Preparation of One (1) Review Letter / Attendance at One (1) Town Board Public Hearing / Recommendation for on-street parking regulations</i>	\$2,500.00
B	Project Meeting & Project Coordination <i>Municipal review rate of \$145/hour</i>	HOURLY

* Contract Proposal Total is dependent on the extent of project management/coordination, post-land use services, the number of hearings, and reimbursable expenses as outlines in Appendix B of this contract Proposal.

SERVICES NOT CONSIDERED WITHIN THIS CONTRACT PROPOSAL INCLUDE:

- | | |
|--|--|
| Additional Attendance at Public Hearings | Off-site Infrastructure Improvements |
| Additional Meeting/Workshop Attendance | Additional Review Letter Preparation |
| Environmental Impact Statement | Manual Turning Movement Counts |
| Traffic & Parking Observations | LOS/Capacity Analysis |
| Preparation of Exhibits/Maps | Parking Counts |
| Construction Coordination & Administration | Construction Inspections |
| Shop Drawing Review | As-Built Services |
| Jurisdictional agency requirements unable to be determined at the issue of this Contract Proposal | Any other service not specifically outlined in this Contract Proposal |

APPENDIX B STANDARD PROVISIONS FOR PROFESSIONAL SERVICES

STAFF SERVICES

HOURLY RATE

Principal	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$140.00
Project Engineer	\$125.00
Design Engineer	\$105.00
Land Surveyor	\$105.00
Traffic Analyst	\$90.00
Landscape Designer	\$90.00
Survey Technician	\$90.00
CADD Technician	\$75.00
Administrative Assistant	\$55.00
Public Hearing Attendance (Per Hearing)	\$800.00

REIMBURSABLE EXPENSES

COST

Travel – Postage and Courier Mail Service	Cost
Travel – Tolls and Parking	Cost
Travel – Mileage Reimbursement	\$0.58/mile
Reproduction – Color Exhibits / Plans	\$3.75/Sheet
Reproduction – Black and White Exhibits / Plans	\$2.00/Sheet
Reproduction – Reports	
Between 11 to 49 Pages	\$7.50
Between 50 to 99 Pages	\$15.00
Greater Than 100 Pages	\$20.00
Fees – Applications and Permits	Cost + 10%
Fees – Outside Services and Equipment	Cost + 10%

TERMS AND CONDITIONS

- INVOICES AND PAYMENT:** Invoices will be issued on a monthly basis and are payable within thirty (30) days of receipt. Should payment not be received within thirty (30) days of receipt, Stonefield Engineering and Design, LLC ("Stonefield") reserves the right to cease all services immediately upon the issuance of written correspondence. Unpaid balances beyond 60 days are subject to interest at a rate of 1.50% per month.
- OWNERSHIP AND USE OF DOCUMENTS:** All reports, analyses, plans, correspondence, and other items prepared by Stonefield are to remain the property of Stonefield. Upon request, the client will be provided copies of finalized documentation for reference purposes after full payment for all services has been received.
- CONFIDENTIALITY:** Technical and pricing information in this document are confidential and the property of Stonefield. All associated information is not to be disclosed or made public without the written consent of Stonefield.
- TERMINATION:** This agreement for services may be terminated by Stonefield effective immediately upon receipt of written notice. Stonefield will be due the amount for all services and reimbursable expenses rendered to the date in which written notice of termination is provided.
- PROFESSIONAL RESPONSIBILITY:** Stonefield cannot guarantee the receipt of approvals or entitlements and is not responsible for the time to receive approvals. Stonefield will perform the services identified in the attached Contract Proposal consistent with the level of care of comparable firms in the same industry, working under similar conditions at the time services are performed.

The Town of Haverstraw
Building Department
1 Rosman Road
Garnerville, NY 10993
Phone: 845-942-3710
Fax: 845-786-7647

George T. Behn, Jr.
Building Inspector II

Erich J Desch
Deputy Building Inspector

Memorandum

Date: 1/27/2022

To: Supervisor Phillips and Town Board

From: George T. Behn Jr. *Building Inspector II*

Topic: Agreement with Stonefield Engineering

I would like the Town Board to consider approving the proposal from Stonefield Engineering for their analyses of the on street parking requirements for the 62 Riverglen House of Worship proposal. The cost is \$2,500.00 plus meeting time fees of \$145 per hour.

Thank you for your consideration.

 1/27/22

George T. Behn Jr. *Building Inspector II*

NEW YORK STATE COMMERCIAL ASSOCIATION OF REALTORS® PROFESSIONAL SERVICES AGREEMENT Exclusive Right to Lease

This Exclusive Right to Lease listing agreement for the Lease of Real Property is made this _____ day
of February _____ 2022 by and between:



(Name of Broker) Triforce Commercial Real Estate LLC

herein thereafter referred to as "Broker" and (Name of Owner)(s) TOWN OF HAVERSTRAW

herein thereafter referred to as "Owner."

1. OWNER'S AUTHORIZATION

Owner grants to the Broker the Exclusive Right to Lease the property identified herein at a price and on the terms listed below or upon any other price or terms to which Owner may consent. Owner grants permission to Broker to post a sign on the property. Broker is authorized to list the property on any available database and to cooperate with all other Brokers to secure a tenant as quickly as possible. Broker may share commission with any other cooperating agent authorized under law to receive a commission. Owner agrees to refer any and all inquiries about the property to the Broker.

2. BROKER'S AUTHORITY

Broker is licensed by New York State as a Real Estate Broker and will act as the limited agent of the owner with respect to the negotiations for the lease of the property.

Broker in consideration of this Exclusive Right to Lease Agreement, will develop an appropriate marketing approach for the leasing of subject property and utilize its best efforts to find a Tenant for the listed premises.

Broker may use the listing information and lease price and terms upon closing for Broker's Market Evaluation, Networking and Appraisal purposes, and for disclosing to other persons as Broker may deem desirable, including disclosing the information in a computer on-line property network.

Broker's firm represents both Landlords (Owners) and Tenants. This means that it is possible that a tenant whom Broker represents will want to lease a property owned by a Landlord whom Broker represents. A real estate firm or agent may represent more than one party in the same transaction, known as "Dual Agency", only with the knowledge and informed consent of all parties for whom the agent acts. Owner acknowledges Broker may act as a "Dual Agent."

In the event a Tenant is interested in Owner's property, both Landlord & such Tenant will be promptly notified and mutual consent by both clients will be required before proceeding with such proposed transaction. If mutual consent is not obtained from all parties, where a tenant/client selects the listed property, the listing will continue and the tenant/client will be given the option to (I) elect customer status as to the listed property, or (II) terminate the tenant/client agency agreement as to the listed property.

Owner authorizes Broker to submit information about the property to any multiple listing service (MLS) that services the local area for dissemination to MLS participants. Owner also authorizes Broker to submit all data relating to the Property, including pictures, videos, information and sketches, to cooperating internet sites so long as Broker determines the submission would be in the best interest of marketing the property. Owner can ask for the withdrawal of property information from any internet site at any time.

3. PROPERTY:

ADDRESS: 200 THIELLS MT IVY ROAD, THIELLS, NY 10984

LEGAL DESCRIPTION: 392289.025.007-0001-001.000/0000

4. LEASE, TERMS AND CONDITIONS: Total - 5,639 +/- SF space asking initially \$25 PSF + tenant is responsible garbage removal

5. TERMS OF AGREEMENT

A) This Listing Agreement shall begin upon execution of this Agreement. This listing Agreement shall expire at 11:59 PM on 2/28/2023

B) EARLY TERMINATION – Owner agrees that if the listing Broker's authority is terminated prior to the expiration of its term, the Listing Broker shall retain its contract rights to a commission if Lessee was shown the property during the listing period.

C) SALE OR EXCHANGE BY OWNER: In the event of a sale or exchange of the Property or the assignment of the Lease by Owner, Owner shall obtain from the purchaser or assignee a signed Assumption Agreement in recordable form whereby such purchaser or assignee agrees to pay a Broker all commissions payable hereunder and shall deliver a fully executed counterpart thereof to Broker on the date of closing of the sale of the property or assignment of the Lease. Owner Expressly agrees that Owner will not transfer, convey or sell the property or assign the lease without first obtaining from the purchaser or assignee such signed Assumption Agreement. The form of such Assumption Agreement shall be furnished to the Broker at the time Owner enters into any contract for the sale of the Property or assignment of the Lease.

6. PROFESSIONAL SERVICE FEE (COMMISSIONS)

A) LEASE OF PROPERTY - If during the term of this agreement, or any other extension thereof, a lease of the property or any portion thereof is made, effected or agreed upon with anyone, the owner agrees to pay the broker a commission of 4% of the total base rent if there is another broker involved or 3% if TriforceCRE is the sole broker.

If within 180 days after the expiration of this agreement the property is leased to or with any person or party to whom the property was shown during the term of the listing, Owner agrees to pay broker the commission set forth herein as if the Broker had made the lease.

B) RENEWAL EXPANSION OR PURCHASE

1. *Renewal or Expansion by Tenant* If any lease is executed by Owner with respect to the Property for which Owner is obligated to pay Broker a commission hereunder (referred to herein as the "Lease"), the tenant, its successors or assigns, shall (1) exercise any right or option to renew or extend the term of the Lease, whether contained in the lease or in any amendment, supplement, or other agreement pertaining hereto), (2) enter into any new lease, extension, renewal, expansion or other rental agreement with the Owner. Owner shall pay to the Broker an additional commission covering the full term of the lease renewal, extension, expansion or other rental agreement computed on the same basis as provided in Section 6A above.

2. *Purchase by Tenant* In the event said tenant, its successors or assigns, should purchase the Property during the term of the lease or any renewal or extension thereof, the tenant shall pay the Broker at closing a commission equal to 3% of the purchase price of the Property. At closing, all further commissions due for leasing the Property shall terminate, and any paid lease commission for any time after the title closing date will be credited against commission due for the purchase of the property.

C) SALE OR EXCHANGE IN LIEU - In the event the Owner agrees to Sell or Exchange said property to a third party in lieu of a Lease, Owner shall pay to Broker at closing, a commission equal to 3% of the purchase or "Tenant" exchange price of the property.

D) EXPENSE REIMBURSEMENT- In the event the property does not lease during the term of this agreement or any extension hereof or during the protection period set forth above, Owner shall nonetheless be obligated to reimburse broker for actual expenses incurred in Marketing the property up to the amount of \$ 0.

E) WHEN PAYABLE – If said property is sold, leased, transferred or exchanged pursuant to this agreement, the compensation to be paid to the Broker as set forth herein shall be paid solely to the Broker as the listing Broker and shall be deemed earned and due and payable, without demand, upon the Owner entering into an agreement, either written or oral, for the sale, exchange or lease of the property.

F) ALL OFFERS OF COMPENSATION - are made with the understanding that cooperating brokers will not hold listing broker liable for failure of seller to pay commission, and in the event of default will look solely to the Seller for the compensation.

7. ATTORNEY'S FEES

In any action, proceeding or arbitration to enforce any provisions of this Agreement, or for damages caused by a default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the Broker hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay such attorney's fees, costs and related expenses.

8. LEGAL, PROFESSIONAL AND TECHNICAL ADVICE

The Owner acknowledges that the Broker is not qualified to and will not provide Owner with advice on legal matters, tax matters (including, but not limited to, non-recognition of gain or loss from exchanges pursuant to 26 USC section 1031), building inspection, public health, surveying, environmental, or other technical matters. Upon request, Broker will assist Owner in engaging qualified professionals to consult in such fields. The Owner also acknowledges that the Broker has advised and recommended that the Owner seek independent legal, tax and other counsel prior to entering into this agreement or into an agreement for the sale, exchange or lease of property.

9. CONDITIONS

A) LEGAL COMPLIANCE – Owner and broker agree that the property will be offered in compliance with all the applicable anti-discrimination laws.

B) DISCLOSURES – To Owner's knowledge, other than as disclosed by Owner to Broker in writing, the Property (I) does not have any material latent, structural or construction defects, and (II) is not contaminated with any toxic or hazardous substances in violation of applicable laws and regulations. Owner hereby authorizes Broker to disclose to Prospects all information about the condition of the Property whether disclosed by Owner orally or in writing, or otherwise discovered by Broker.

Owner shall indemnify Broker against any and all claims, damages and costs of every kind and character (including but not limited to reasonable attorney's fees and court costs) resulting from or related to: (I) any incomplete, incorrect, misleading or inaccurate information furnished by Owner about the Property; or (II) concealment by Owner of any material information about the Property. Owner hereby acknowledges that Broker, any cooperating brokers and Prospects will be relying upon the accuracy and completeness of the information furnished by Owner.

10. ENTIRE UNDERSTANDING

This agreement contains an entire understanding of the parties and it may not be changed orally and is binding upon the heirs, executors, administrators, successors and assignees of the respective parties hereto.

The undersigned represents and warrants that (he) (she) is the legal Owner of the subject Property, or that (he) (she) has full legal authority to execute this Agreement for and on behalf of the legal Owner and hereby accepts the within agreement.

This is a legally binding contract. If not fully understood, we recommend consulting an Attorney before signing. This form is not appropriate for listing a property for exchange under IRC 1031 regulations.

AGENT

Triforce Commercial Real Estate LLC
FIRM

DATE

OWNER(S)

OWNER(S)

DATE