

**HAVERSTRAW TOWN BOARD
FEBRUARY 22, 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 FEBRUARY 8, 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 DONNA ROSE TO THE POSITION OF RECEIVER OF TAXES AND ASSESSMENTS - TOWN OF HAVERSTRAW TAX RECEIVERS OFFICE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPOINTS DONNA ROSE OF GARNERVILLE, NEW YORK TO THE POSITION OF RECEIVER OF TAXES AND ASSESSMENTS, FOR THE TOWN OF HAVERSTRAW TAX RECEIVERS OFFICE, FULL TIME, EFFECTIVE FEBRUARY 23, 2022 AND BE IT FURTHER

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

7. APPOINTMENT OF SHAWNA AMATO - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT SHAWNA AMATO OF THIELLS, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW EFFECTIVE FEBRUARY 24, 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. AMATO SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

8. APPOINTMENT OF GAVIN MAHER - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT GAVIN MAHER OF GARNERVILLE, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW EFFECTIVE FEBRUARY 28, 2022 AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. MAHER SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

9. **AWARD OF BID - BID NO. 4- 2022 – BOWLINE PARK PICKLEBALL COURT – TOWN OF HAVERSTRAW**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF COSIMO PAGANO, P.E, TOWN CONSULTANT ENGINEER AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK, THE LOWEST BIDDER, FOR THE BOWLINE PARK PICKLEBALL COURT AT A COST OF \$98,388.00.

10. **ESTABLISH CAPITAL PROJECT FOR THE BOWLINE PARK PICKLEBALL COURT – TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE BOWLINE PARK PICKLEBALL COURT CAPITAL PROJECT IN THE AMOUNT OF \$110,000.00 OF WHICH \$90,000.00 WILL BE FUNDED FROM THE GENERAL FUND AS A DUE TO DUE FROM TRANSFER AND \$20,000.00 AS AN INTERFUND TRANSFER.

11. **AUTHORIZATION FOR SUPERVISOR TO SIGN AN INTERSTATE ASSOCIATE MEMBERSHIP AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND KING COUNTY DIRECTORS' ASSOCIATION (KCDA)**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN AN INTERSTATE ASSOCIATE MEMBERSHIP AGREEMENT WITH KING COUNTY DIRECTORS' ASSOCIATION FOR BEST VALUE PURCHASING.

12. **AUTHORIZATION FOR SUPERVISOR TO SIGN A TEMPORARY ATTACHMENT PERMIT AGREEMENT WITH ORANGE AND ROCKLAND UTILITIES, INC.**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN A TEMPORARY ATTACHMENT PERMIT AGREEMENT WITH ORANGE AND ROCKLAND UTILITIES, INC.

13. **REFUNDING BOND RESOLUTION OF THE TOWN OF HAVERSTRAW, NEW YORK, ADOPTED FEBRUARY 22, 2022, AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF SAID TOWN, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$1,800,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,800,000 TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO**

Recitals

WHEREAS, the Town of Haverstraw, in the County of Rockland, New York (herein called the “Town”), has heretofore issued on April 22, 2014 its \$2,460,000 Public Improvement Serial Bonds-2014A (the “2014 Bonds”), which are currently outstanding in the principal amount of \$1,775,000 (the “Outstanding 2014 Bonds”), and mature on April 15 in each of the years and in the principal amounts and bear interest payable semiannually on April 15 and October 15 in each year until maturity, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$110,000	3.00%
2023	115,000	3.00
2024	115,000	3.00
2025	120,000	3.00
2026	125,000	3.00
2027	130,000	3.00
2028	135,000	3.00
2029	140,000	4.00
2030	145,000	4.00
2031	150,000	4.00
2032	155,000	4.00
2033	165,000	4.00
2034	170,000	4.00

WHEREAS, the 2014 Bonds maturing on or after April 15, 2022 are subject to redemption prior to maturity, at the option of the Town, on April 15, 2023 and thereafter on any date, in whole or in part, and if in part, in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at par plus accrued interest to the date of redemption; and

WHEREAS, Sections 90.00 and 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), authorize the Town to refund all or a portion of the outstanding unredeemed maturities of the Outstanding Bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the Town, and the Town Board has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds; and

WHEREAS, in order effectuate the refunding, it is necessary to adopt this Refunding Bond Resolution;

NOW, THEREFORE, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, NEW YORK (by the favorable vote of at least two-thirds of all the members of said Town Board), AS FOLLOWS:

Section 1. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

- (a) “Bond To Be Refunded” or “Bonds To Be Refunded” means all or any portion of the aggregate Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.

- (b) “Escrow Contract” means the contract to be entered into by and between the Town and the Escrow Holder pursuant to Section 10 hereof.
- (c) “Escrow Holder” means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) “Outstanding Bonds” shall mean the outstanding unredeemed maturities of the 2014 Bonds.
- (e) “Present Value Savings” means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.
- (f) “Redemption Date” means the April 15, 2022 with respect to the Outstanding Bonds maturing in the years 2023 and thereafter, as shall be determined by the Supervisor, as chief fiscal officer, pursuant to Section 8 hereof.
- (g) “Refunding Bond” or “Refunding Bonds” means all or a portion of the \$1,800,000 Refunding Serial Bonds-2022 of the Town of Haverstraw, authorized to be issued pursuant to Section 2 hereof.
- (h) “Refunding Bond Amount Limitation” means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the applicable Redemption Date, plus redemption premiums payable on such Bonds To Be Refunded as of such Redemption Date, as hereinabove referred to in the Recitals hereof, plus costs and expenses incidental to the issuance of the Refunding Bonds including the development of the Refunding Financial Plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof.

Section 2. The Town Board of the Town (herein called the “Town Board”), hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed \$1,800,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of the Refunding Bonds in the principal amount of not to exceed \$1,800,000 and the levy and collection of a tax upon all the taxable real property within the Town to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the Town in the maximum principal amount of \$1,800,000 and designated substantially as “REFUNDING SERIAL BONDS-2022 (FEDERALLY TAXABLE)” are hereby authorized to be issued pursuant to the provisions of the Law. The proposed financial plan for the refunding in the form attached hereto as **Exhibit A** (the “Refunding Financial Plan”) prepared for the Town by its Financial Advisor, Capital Markets Advisors, LLC, and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the Town in connection with said refunding from such proceeds and, to the extent required, the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the principal of and premium on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the Outstanding Bonds issued pursuant to the bond resolution duly adopted by the Town Board on March 10, 2014, authorizing the issuance of bonds of the Town to finance certain tax certiorari judgments, claims, awards and determinations against the Town. In accordance with the Refunding Financial Plan, the Refunding Bonds authorized in the aggregate principal amount of not to exceed \$1,800,000 shall mature in amounts and at dates to be determined. The Supervisor, the chief fiscal officer of the Town, is hereby authorized to approve all details of the Refunding Financial Plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The Refunding Bonds shall mature not later than the maximum period of probable usefulness ("PPU") permitted by law at the time of original issuance of the Bonds to be Refunded, as set forth in **Exhibit B** annexed hereto and hereby made a part hereof, for the object(s) or purpose(s) financed with the proceeds of the Bonds to be Refunded, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed Refunding Financial Plan attached hereto as **Exhibit A**, computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The Town Board recognizes that the principal amount of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the Refunding Financial Plan may vary from that attached hereto as **Exhibit A**.

Section 6. The Refunding Bonds may be sold at public or private sale.

(a) If the Bonds are sold at private sale, the Supervisor, as the chief fiscal officer of the Town, is hereby authorized to execute a purchase contract on behalf of the Town for the sale of said Refunding Bonds, provided that, to the extent required by law, the terms and conditions of such sale shall be approved by the State Comptroller.

(b) In the event that the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Supervisor is hereby authorized and directed to prepare or have prepared a Notice of Sale, a summary of which shall be published at least once in (a) "THE BOND BUYER," published in the City of New York and (b) the official newspaper(s) of the Town having general circulation within said Town, not less than five (5) nor more than thirty (30) days prior to the date of said sale. A copy of such notice shall be sent not less than eight (8) nor more than thirty (30) days prior to the date of said sale to (1) the State Comptroller, Albany, New York 12236; (2) at least two banks or trust companies having a place of business in the county in which the Town is located, or, if only one bank is located in such County, then to such bank and to at least two banks or trust companies having a place of business in an adjoining county; (3) "THE BOND BUYER," 1 State Street Plaza, New York, New York 10004; and (4) at least ten (10) bond dealers.

(c) Prior to the issuance of the Refunding Bonds, the Supervisor shall file with the Town Board all requisite certifications including, to the extent required by law, a certificate approved by the State Comptroller setting forth the Present Value Savings to the Town resulting from the issuance of the Refunding Bonds. In connection with such sale, the Town authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. The Supervisor is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the Town in connection with said refunding, including the preparation of the Refunding Financial Plan referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the Town for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.00, 90.10 and 168.00 of the Law, the powers and duties of the Town Board relative to determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale and issuance of the Refunding Bonds, and executing an arbitrage or tax certificate relative thereto, and as to executing the Escrow Contract described in Section 10, the Official Statement referred to in Section 6 and any contracts for credit enhancements in connection with the issuance of the Refunding Bonds and any other certificates and agreements, as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, and as to any determinations relating to the investment of the proceeds of the Refunding Bonds, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 9. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. The Town is hereby authorized to contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the Refunding Financial Plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the Town, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the Refunding Financial Plan, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the Town the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the Refunding Financial Plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt may be placed in escrow by the Town with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder, if invested, shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the Refunding Financial Plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the Town and shall be applied by the Town only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the Refunding Financial Plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion or series thereof as shall be required by the Refunding Financial Plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the authority provided under Sections 53.00, 90.00 and 90.10 of the Law, the Town Board hereby elects to call in and redeem all or a portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Supervisor in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the Town by mailing such notice not more than sixty (60) days nor less than thirty (30) days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded which are to be called in and redeemed in accordance herewith and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended from time to time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice in substantially the form prescribed by Section 81.00 of the Law in "*Journal News*," a newspaper having a general circulation in said Town and hereby designated as the official newspaper of said Town for such publication.

The adoption of the foregoing resolution was seconded
by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

14. ADVERTISE FOR BID – BID NO. 5-- 2022 BUS TRANSPORTATION FOR HAVERSTRAW SENIOR CITIZENS

RESOLVED, THAT THE TOWN CLERK BE AND SHE IS HEREBY AUTHORIZED TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 11:00 A.M. ON THURSDAY, MARCH 17, 2022 FOR THE PROVISION OF BUS TRANSPORTATION FOR THE HAVERSTRAW SENIOR CITIZENS CLUB FOR THE YEAR 2022 IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. BIDDERS SHALL INCLUDE WITH THEIR BIDS A STATEMENT OF THEIR TERMS FOR CANCELLATION OF TRIPS AND ANY CANCELLATION CHARGE THEY MAY HAVE AND THAT BIDS WILL PROVIDE FOR THE USE OF NOT LESS THAN FIFTY-SIX (56) PASSENGERS, KNEELING BUSES WITH VIDEO/AUDIO EQUIPMENT, AND LAVATORY ON BOARD. ALL BUSES SHALL BE EQUIPPED WITH SENIOR STEPS. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLISION WITH THEIR BIDS.

15. 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 \$40,000.00 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).

TOWN OF Haverstraw					
Final Budget Adjustments					
For year ending 12-31-21					
General Fund (A)					
Parks Contractual Expense	A.7110.4	40000 ⁰⁰			
Contingent	A.1990.7	<u>40000⁰⁰</u>			
		✓	40000 ⁰⁰	✓	

16. AWARD OF RFP NO. 1 - 2022 – TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW SENIOR CITIZENS CLUB

RESOLVED, THAT ONE (2) RFPs WERE SUBMITTED TO ROSA URENA, CONSTITUENT SERVICE REPRESENTATIVE, TO PROVIDE TRANSPORTATION FOR THE TOWN OF HAVERSTRAW SENIOR CITIZENS CLUB TRIP TO THE SHORE CLUB IN SPRING LAKE, NEW JERSEY ON WEDNESDAY, MARCH 9, 2022, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 1 - 2022 TO JTR TRANSPORTATION CORP OF POUGHKEEPSIE, NEW YORK AT A PRICE OF \$1,400.00, THE LOWEST COST.

TAMBLIN ENGINEERING, PLLC

February 16, 2022

Mr. Michael Gamboli
Director of Finance
Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Re: Bid Results, Contract No. 1 – General
Bowline Park Pickleball Courts
Town of Haverstraw
Tamblin Engineering No. 18137 - 03

Dear Mr. Gamboli:

Sealed bids for the Bowline Park Pickleball Court, Contract No. 1 – General, were opened on February 15, 2022 at 10:00 a.m. Three bids were received and are summarized on the enclosed Canvass of Bids.

Tamblin Engineering has reviewed the apparent low bidder for conformance with the bidding requirements. Upon reviewing the submitted bid, we did not discover any discrepancies which invalidate the received bid of the apparent low bidder. The submitted apparent low bid for Contract No. 1 is as follows:

Low Bidder	Bid Amount
Environmental Construction, Inc. 21 Holt Drive Stony Point, NY 10980	\$98,388.00

Tamblin Engineering has confirmed that Environmental Construction, Inc. is comfortable with their bid and is ready to enter into a contract with the Bowline Park Pickleball Courts. We find no cause or reason why the Town should not award the contract for the contract to Environmental Construction, Inc. If acceptable, the Town should issue a Notice of Award to the successful bidder. Attached is a suggested Notice of Award form for your use.

TAMBLIN ENGINEERING, PLLC

If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Tamblin". The signature is fluid and cursive, with the first name "Michael" being more legible than the last name "Tamblin".

Michael E. Tamblin, PE
President

Enclosure

cc: Cosimo Pagano, PE, Tamblin Engineering (w/oenc.)

Member Profile

Member/Agency _____

Mailing Address _____ County _____

City _____ State _____ Zip _____

Phone Number _____ Website Address _____

(For different, or multiple ship to addresses please attach a separate list)

Shipping Address _____

City _____ State _____ Zip _____

Do orders placed by your Agency personnel require a purchase order number? ☐ Yes ☐ No

If no, what is the maximum purchase amount that does not require a PO? \$ _____

How did you hear about KCDA? _____

What prompted you to become a KCDA Member? _____

Add Contact Information on Applicable Agency Personnel:

Superintendent/Executive Director/CEO	Phone Number	Maintenance Supervisor	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Business Manager/City Manager/CFO	Phone Number	Transportation Supervisor	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Purchasing Manager	Phone Number	Athletic Director/Parks Department	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Buyer/City Clerk	Phone Number	Facilities/Public Works Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Accounts Payable	Phone Number	IT Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Food Service Administrator	Phone Number	Warehouse Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Operation/Custodial Supervisor	Phone Number	Print Shop Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number

Your Name _____ Phone _____ Date _____

**INTERSTATE ASSOCIATE MEMBERSHIP AGREEMENT
BETWEEN KING COUNTY DIRECTORS' ASSOCIATION AND**

Whereas, King County Directors' Association is authorized by RCW 39.34 to enter into an agreement with other public agencies to purchase any and all merchandise otherwise available to public school districts; and

Whereas the _____ desires to enter into an agreement with King County Directors' Association authorizing said institution to purchase supplies, equipment and materials through King County Directors' Association; now therefore,

It is mutually agreed as follows:

1. King County Directors' Association (hereinafter referred to as "KCDA"), hereby agrees to sell to the undersigned institution merchandise, supplies, and equipment, hereinafter referred to as "goods", as set forth in its current catalog(s), from existing inventory and special purchases, at current cost factors plus variable administrative fees for services rendered. In addition, KCDA hereby agrees that the undersigned institution may purchase good and procure services from any contract awarded for such goods or services by KCDA and listed on KCDA's website, in accordance with the terms of such contract award and the provisions of this agreement.
2. The undersigned institution agrees to pay for all items purchased within forty (40) days from the date of shipment from KCDA's warehouse or supplier.
 - A. Charter Schools. For purchase orders that exceed \$10,000, charter schools, as defined in the appropriate statutes of the governing state, must either pay for the purchase/procurement in advance, or provide a cash/surety bond benefitting KCDA, prior to the completion of transfer of goods or performance of services.
3. Title to goods (except for the security interest retained under the Uniform Commercial Code, Title 62 RCW) shall pass on shipment or delivery to common carrier, whichever occurs earlier, and all risk of loss shall pass to the purchaser on shipment or delivery to a common carrier.
4. The parties agree that this agreement was formed in the State of Washington, and shall be construed in accordance with the laws of the State of Washington. Venue for any action to enforce this agreement may be had in any court with jurisdiction to hear and decide such matter. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.
5. It is further understood and agreed that KCDA is obligated to supply goods only if available and to secure the same at the best prices possible and that KCDA will not be liable to the undersigned institution in the event that KCDA is unable to supply or provide any goods requested by the undersigned institution.
6. This agreement continues in perpetuity, except that either party may cancel this agreement on thirty (30) days written notice.
7. That the undersigned institution does not claim any proprietary interest of any nature whatsoever in KCDA or any funds or assets held by them, and it is further agreed that the undersigned institution will not be liable for any of the general obligations of KCDA and shall be limited with respect to its liability to the extent provided for herein.
8. That in the event KCDA is determined to be subject to any additional tax, charges or fees by the State of Washington or other municipal governmental entities as a result of entering into this agreement, the undersigned institution agrees to pay, in addition to all other amounts specified herein, the additional tax, whether B & O tax, sales tax, or other excise tax, or any other tax, and in addition, agrees to indemnify and hold KCDA harmless with respect to defending any action brought by the Department of Revenue or any other state or municipal entity claiming that such a tax(es) is/are due, including attorney's fees and costs incurred therein.
9. Time is of the essence.
10. The undersigned institution agrees to abide by all of the general rules and regulations and policies of KCDA as heretofore or hereafter provided for in the interlocal agreement which authorizes the formation of KCDA under RCW 39.34.

Dated this _____ day of _____, 20_____

Organization Name: _____

By (signature of person authorized): _____

Print above name: _____

Title (of above person): _____

Physical Address: _____

Telephone: _____

County in which located: _____

Fax Number: _____

E-Mail Address _____

KCDA Chief Financial Officer

Date

ORANGE AND ROCKLAND UTILITIES, INC.

**TEMPORARY ATTACHMENT
PERMIT AGREEMENT**

Subject to your signed acceptance of the terms and conditions, Orange and Rockland Utilities, Inc. ("O&R") will review your request for temporary attachments to be installed on or about _____ for a _____ period at the location(s) below:

Organization:

Street:

Town:

(COMPLETE LIST OF POLES#'S TO FOLLOW SEPARATELY)

Pole #: _____
Pole #: _____

(Applicant must identify all pole numbers for which attachments are proposed. If more than two poles are involved, please provide the appropriate pole numbers on reverse side of this form.)

Terms and Conditions

1. To protect the safety of the public, temporary attachments must be installed by qualified contractors or Village employees. State laws and federal OSHA regulations prohibit non-utility personnel from working or moving materials or equipment within ten (10) feet of high voltage power lines. It is O&R's understanding that _____ will be installing all equipment for _____.
2. Since most poles are jointly used, the applicant must obtain written approval for the installation from the appropriate telephone and or cable television companies and deliver a copy of this approval to Ken Sullivan Joint Use Facilities Manager for the _____ prior to the installation.
3. The applicant must obtain all required state and municipal government permits or written authorization and deliver copies to O&R, prior to installation. If the applicant unknowingly or intentionally misrepresents that no such permits are required, the applicant acknowledges responsibility and liability.

4. The applicant agrees to indemnify, hold harmless and defend O&R from any and all liability, losses, damages, costs and expenses (including attorney's fees), claims, actions, demands, suits, judgments and settlements of any nature whatsoever arising out of or incidental to the installation and presence of applicant equipment on utility poles.

5. The applicant shall carry during the term the pole attachment is in place, general liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. O&R or its subsidiary, as appropriate, shall be named as an additional insured. A certificate of insurance verifying the existence of the coverage described above must be delivered to the Joint Use Facilities Department and be approved by the Risk Management Department prior to the installation of the pole attachment.

6. All pole attachments will be removed by the Company if the attachment creates a safety hazard or impediment for the workers of O&R or other joint users/owners of such facilities. Removal will be done at the discretion of each work crew as each job assignment dictates. Removed attachments will be delivered to the nearest O&R Public Affairs office to be picked up by the owner.

Please return this agreement letter, a copy of the required permits, and a copy of the certificate of insurance at least 30 days before the intended installation date to:

Ken Sullivan
Manager – Joint Use Facilities
Orange and Rockland Utilities
390 W. Route 59
Spring Valley, NY 10977

The Town of _____ agree(s) to the terms and conditions of this letter.

Date:

Print Name:

Title:

Signature: _____

Phone:



192 Cottage Street Poughkeepsie, NY 12601

Phone: 845-483-0432 Fax: 845-473-0438

Town of Haverstraw Seniors
Rose Urena
56 W Broad St
Haverstraw, NY 10927

Charter # 60486

Date Printed: Friday, February 18, 2022

PO #:

Group Name:

Phone: 845-429-2200 Fax:

Salesperson: Ben Delventhal

Email: ben@seeyouonthebus.com

Cust Email: rurena@townofhaverstraw.org; Maurc

		Date	# Vehicles	Description	Total Capacity
Pickup	Haverstraw, NY Haverstraw, NY	03/09/22	1	56 Passenger Coach	56
Dropoff	The Shore Club 700 NJ-71 Spring Lake, NJ	03/09/22			56
Pickup	The Shore Club 700 NJ-71 Spring Lake, NJ	03/09/22			56
Dropoff	Haverstraw, NY Haverstraw, NY	03/09/22			56

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Already Quoted	1.00	1400.00	1400.00	
Total Cost: \$ 1,400.00			is due: Feb 23, 22	

Itinerary: Bus must kneel or have a step stool

Price does not include driver gratuity

Pickup

Knights of Columbus | 56 W Broad St | Haverstraw, NY

Going to The Shore Club | 700 NJ-71 | Spring Lake, NJ

PLEASE SIGN BELOW TO ACKNOWLEDGE YOU HAVE READ THE INFORMATION ABOVE AND HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET.

Signature _____

Date _____

JTR Transportation Corp Charter Service Terms and Conditions

Price & Payment:

1. A deposit is due as outlined on page 1 of this contract.
2. Full payment is required 14 days before departure or as outlined on page 1 of this contract
3. All prices are based on the information provided when your reservation was made. This price is subject to change based on the actual service provided.
4. If the price of diesel increased by more than 10% between the booking date and the date of the charter, JTR may increase the price quoted an amount equal to the product of the increase over 10% and the estimated number of gallons to be used in the charter.

Other Costs

1. On overnight trips the customer will provide a single hotel room for each driver.
2. Any bus parking charges at your destination is your responsibility.
3. There will be a \$100.00 cleaning charge if the bus is returned excessively dirty
4. Any admission charges, required entrance fees or permits are additional.
5. Airport, Amtrak or Cruise Ship pick-ups include 1 hour of wait time. Additional charges will be billed at \$100.00 per hour.
6. Baseball games include 9 innings of regular play. Additional charges over 9 innings will be billed at \$100.00 per hour.
7. The cost of repairing damage resulting from acts of members of the chartering party shall be charged to the chartering party.

Cancellation

All cancellations must be received 14 days prior to your departure date to receive a full refund. A \$200.00 per bus per day charge will be incurred for all buses canceled with 14 days of your departure date. Any bus canceled 72 hours prior to departure date will be charged the full amount of the charter.

Responsibility

1. JTR Transportation will make every effort to maintain the schedule you request. However, JTR Transportation Corp. is not responsible for loss of time or late arrivals due to traffic conditions or inclement weather.
2. JTR Transportation reserves the right to lease equipment from other companies.
3. JTR Transportation cannot guarantee the assignment of requested drivers or coaches.
4. JTR Transportation is not responsible for items left on the bus.
5. JTR assumes no responsibility for personal property. Baggage and other personal property will be handled at the passengers own risk. Large suitcases and bags are not permitted in the passenger cabin of the bus. NO EXCEPTIONS.
6. Liability is limited to the cost of transportation only.

Gratuity

Unless stated on your confirmation gratuity for the driver is not included. Gratuity is at the discretion of the group but is typically based on the level of service received. Suggested gratuity is 7%-10% or \$1.00 - \$3.00 per person per day.

Overnight Trips

A detailed itinerary for overnight trips is required at least two weeks prior to the departure date. Price is subject to change based on the final itinerary.

The following information is provided to insure that your planned trip is operated in accordance with all Federal, State and Company Rules

Alcohol: is prohibited aboard JTR Transportation Buses.

Coolers: may be carried during your trip in the storage compartments under the coach. Your driver can arrange meal stops.

Smoking: is not allowed on the coach.

Stops: unscheduled stops are not allowed. If you wish to add any stops or side trips that were not originally on your itinerary when you booked the trip, please inform the driver before you depart so he can get any necessary approvals from the office.

The Driver: is governed by many state and federal laws that cover the safe operation of the bus. These include limits on driving time and hours of service. For your own and your groups safety please do not ask your driver to break the law. The driver has final authority on the safe operation of the bus.

Please sign your original contract and enclose payment as noted. Keep one copy for your Records and return one copy with your payment. If paying by check make all checks payable to JTR Transportation Corp. and write the charter number on your check. A signed contract and/or deposit will confirm your reservation and acknowledge your acceptance of this agreement.

Initial_____Date_____

Please initial here to indicate that you have read the terms and conditons on page 1 of this contract.