TOWN OF HAVERSTRAW AUGUST 8, 2023

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS

3. <u>ADOPTION OF MINUTES</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF JULY 11, 2023.

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

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF JULY 2023.

6. <u>APPOINTMENT OF THOMAS AZZARI - POLICE OFFICER - FULL TIME</u>

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT THOMAS AZZARI OF THIELLS, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE AUGUST 21, 2023 AND BE IT FURTHER

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

7. <u>APPOINTMENT OF JENNIFER MARCHESA, OFFICE SERVICES AIDE FOR THE TOWN OF HAVERSTRAW</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT JENNIFER MARCHESA OF THIELLS, NEW YORK TO THE POSITION OF OFFICE SERVICES AIDE, FULL TIME FOR THE TOWN OF HAVERSTRAW AT A YEARLY SALARY OF \$46,125.00 PRO RATA, EFFECTIVE SEPTEMBER 1, 2023 AND BE IT FURTHER

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

8. RENAMING OF HARRIMAN CIRCLE TO HARRIMAN COURT

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF E-911, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY CHANGE THE NAME OF THE STREET FROM HARRIMAN CIRCLE TO HARRIMAN COURT EFFECTIVE IMMEDIATELY.

9. NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM – ESTABLISHMENT OF STANDARD WORKDAY AND REPORTING RESOLUTION

BE IT RESOLVED, that the Town Board of the Town of Haverstraw hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Elected Officials						
Title	Name	Standard Work Day (Hrs/day)	Term Begins/Ends	Days/Month (based on Record of Activities)	Tier 1 (check only if member is in Tier 1)	Not Submitted (check if no record of activities completed)
Appointed Officials						
Animal Control Officer	Claudia Perry	6	1/1/23- 12/31/23	12.22		
Recreation Assistant	Lorraine Arocena	6	1/1/23- 12/31/23	7.81		
Youth Board	Afocella	U	1/1/23-	7.01		
Member	Juan Pena	6	12/31/23			X
Youth Board			1/1/23-			
Member	Jansen Barron	6	12/31/23	1.22		
Youth Board	Nikki		1/1/23-	1.20		
Member	Merriman	6	12/31/23	1.28		
Youth Board Member	Kenia Serrano	6	1/1/23- 12/31/23			X
Emergency Services Coordinator	Gerald Knapp	6	1/1/23- 12/31/23	1.08		
Architectural Review Board Member	Gregory Merriweather	6	11/21/21- 12/31/24			X

On this 8 th day of August, 2023	
	Date Enacted: 08/8/2023
(Signature of Clerk)	

I, Raquel Ventura, clerk of the governing board of the Town of Haverstraw, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 8th day of August, 2023 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

HAVERSTRAW TOWN BOARD	(seal)	
IN WITNESS WHEREOF, I have hereunto Set my hand and the seal of the Town of Haverstraw		
I further certify that the full board, consists of 5 members, and that of such members voted in favor		

10. <u>AUTHORIZATION TO SETTLE TAX CERTIORARI – AT&T</u> COMMUNICATIONS OF NEW YORK, INC.

RESOLVED, UPON THE RECOMMENDATION OF HARLEY MCNALLY, TOWN ASSESSOR AND WILLIAM M. STEIN, TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SETTLEMENT FOR AT&T COMMUNICATIONS OF NEW YORK, INC., (622.089-9999-601.700/1881 & 1883), TOWN OF HAVERSTRAW FOR TAX YEARS 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, AND 2022 BASED UPON THE FOLLOWING AMOUNTS ON THIS LOCATION:

PARCEL: 622.089-9999-601.700/1881

	ORIGINAL	REVISED	REDUCTION	EST
YEAR	ASSESSMENT	ASSESSMENT	AMOUNT	REFUND
2012	460,300	460,300	0	\$0
2013	460,300	460,300	0	\$0
2014	460,300	460,300	0	\$0
2015	460,300	460,300	0	\$0
2016	460,300	460,300	0	\$0
2017	460,300	2,887	457,413	\$9,764
2018	460,300	2,887	457,413	\$9,707
2019	460,300	2,887	457,413	\$9,729
2020	460,300	2,887	457,413	\$10,082
2021	460,300	460,300	0	\$0
2022	460,300	460,300	0	\$0

Total: \$39,282

PARCEL: 622.089-9999-601.700/1883

	ORIGINAL	REVISED	REDUCTION	EST
YEAR	ASSESSMENT	ASSESSMENT	AMOUNT	REFUND
2012	307,900	307,900	0	\$0
2013	307,900	307,900	0	\$0
2014	307,900	307,900	0	\$0
2015	307,900	307,900	0	\$0
2016	307,900	307,900	0	\$0
2017	307,900	0	307,900	\$6,573
2018	307,900	0	307,900	\$6,534
2019	307,900	0	307,900	\$6,549
2020	307,900	0	307,900	\$6,786
2021	307,900	307,900	0	\$0
2022	307,900	307,900	0	\$0

Total: \$26,442

Grand Total: \$65,724

11. AWARD OF RFP NO. 13 - 2023-AERATION OF GOLF COURSE GREENS

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, TO PROVIDE AERATION TO THE TOWN OF HAVERSTRAW GOLF COURSE GREENS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO 13–2023 FOR DEEP TINE AERATION OF THE GREENS FOR THE PHILIP J. ROTELLA GOLF COURSE IN AUGUST 2023 TO DRYJECT NORTH EAST, LLC OF DELAWARE GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$3,990.00.

12. <u>ACCEPTANCE OF AUDIT REPORT</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE AUDIT REPORT FROM BERARD & ASSOCIATES CPA'S P.C. OF SUFFERN, NEW YORK FOR THE YEAR ENDING DECEMBER 31, 2022.

13. <u>CLOSE CAPITAL PROJECT – TOWN OF HAVERSTRAW HIGHWAY</u> <u>DEPARTMENT AND GOLF STORAGE BINS</u>

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS, GEORGE WARGO, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT AND GOLF STORAGE BINS CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF \$40,000.00 OF WHICH \$25,125.73 WAS EXPENDED TO COMPLETE THE ABOVE MENTIONED PROJECT THEREFORE LEAVING A BALANCE OF \$14,874.27 TO BE TRANSFERRED BACK TO GENERAL FUND AS INTERFUND TRANSFER.

14. <u>BUDGET ADJUSTMENTS FOR PERIOD ENDING IN JULY 31, 2023</u>

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$266,000.00, PART-TOWN (B) IN THE AMOUNT OF \$27,000.00 AND HIGHWAY FUND (DB) IN THE AMOUNT OF \$500,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN JULY 31, 2023 (SEE ATTACHED BUDGET ADJUSTMENTS).

Braget Adju	15tments my Tuly 31, 2023	E E	#Ty 3
Genral Fund (A)			
Parks Equipment Celebrations Leases - Principal Leases - Interest Capital Project Parks Personal Services Contingent Unallocated Insurance	A.7110.2 A.7550.4 A.9788.6 A.9788.7 A.9950.9 A.7/10.1 A.1990.4 A.1990.4	50000°00 6000°00 10000°00 10000°00	
		26600000	266 000 %
Part-Town Find (B)			
Planning Contractual Leases - Principal Contingent	B. 8020 . 4 B. 9788 . 6 B. 1990 . 4	25000°0 2000°0	2700000
		27000 00	27000 00
Highway Find (08)			
Highway Find (BB) Capital Project Appropriated Find Rolance	18.9950.9 18.0000.2449	50000000	50000000
		500000 00 W	500000 00 W

15. <u>AGREEMENT BETWEEN FRED ASTAIRE DANCE STUDIOS AND THE</u> TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FRED ASTAIRE DANCE STUDIOS OF BARDONIA, NEW YORK FOR THE PURPOSE OF PROVIDING DANCING LESSONS/ENTERTAINMENT FOR THE TOWN OF HAVERSTRAW'S LATIN NIGHT CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 22, 2023 WITH RAIN DATE SUNDAY, JULY 23, 2023 AT A COST OF \$1,000.

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

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SUBURBAN CONSULTING ENGINEERS, INC. OF FLANDERS, NEW JERSEY TO PROVIDE PROFESSIONAL SURVEYING & ENGINEERING SERVICES FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX – NEW PICKLEBALL COURTS AND SKATE PARK (SURVEY, GEOTECHNICAL, AND CONCEPTUAL DESIGN SERVICES) AT A COST NOT TO EXCEED \$50,000.

17. <u>INTERMUNICIPAL AGREEMENT BETWEEN NEW YORK STATE ENERGY</u> <u>RESEARCH AND DEVELOPMENT AUTHORITY (NYSERDA) AND THE</u> TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A MUNICIPALITY AGREEMENT WITH NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY (NYSERDA) REGARDING THE "JUST TRANSITION SITE REUSE PLANNING MUNICIPALITY" PROGRAM.

18. <u>AUTHORIZATION TO REPAIR VEHICLE DAMAGED BY TOWN OF HAVERSTRAW EQUIPMENT</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE REPAIR OF MS COLLEEN KELLY'S VEHICLE TO BE PERFORMED BY SAFELITE FULFILLMENT, INC. OF NANUET, NEW YORK, AT A COST OF \$200.00 FOR DAMAGE CAUSED TO THE VEHICLE BY TOWN OF HAVERSTRAW EQUIPMENT.

19. <u>AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT</u> WITH THE VERDIN COMPANY

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A PLANNED MAINTENANCE AGREEMENT WITH THE VERDIN COMPANY OF CINCINNATI, OHIO COMMENCING JULY 1, 2023 AND ENDING IN JUNE 30, 2024 FOR THE ANNUAL FEE OF \$725.00.

20. <u>AWARD OF RFQ NO. 23 - 2023 -INSTALLATION OF A PRIVACY HEDGE AT</u> THE HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT TWO (2) RFQs WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE INSTALLATION OF A 6000-6-PGR 6000 SERIES – PRIVACY HEDGE SLAT- PINE GREEN – 6' TALL AT THE HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 23 - 2023 TO FENCESCREEN LLC OF RANCHO SANTA MARGARITA, CALIFORNIA, AT A COST OF \$1,999.80, THE LOWEST QUOTE.

21. <u>APPROVAL FOR EMERGENCY REPAIR TO THE MAIN WATER LINE AT THE CLUB HOUSE</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY REPAIR OF THE MAIN WATER LINE RUPTURE AT THE CLUB HOUSE AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE BY ENVIRONMENTAL CONSTRUCTION INC. OF STONY POINT, NEW YORK AT A COST OF \$8,635.30.

22. RESOLUTION FOR MS4 GRANT APPLICATION

WHEREAS, THE TOWN OF HAVERSTRAW INTENDS TO APPLY FOR GRANT FUNDING UNDER THE CONSOLIDATED FUNDING APPLICATION (CFA) TO OBTAIN GRANT FUNDING FOR STORMWATER MAPPING WITHIN THE TOWN'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) (HEREAFTER REFERRED TO AS, "PROPOSED ACTION") INCLUDING:

• MAPPING THE EXISTING STORM SEWERS WITHIN THE TOWN'S SERVICE AREA AND UPDATE THE TOWN'S MOBILE MAPPING SYSTEM TO REFLECT THE DATA COLLECTED. HYPOCHLORITE OR UV DISINFECTION SYSTEM.

WHEREAS THE GRANT REQUIRES A MINIMUM OF 10% MATCH OF FUNDS OR IN-KIND SERVICES. THE MAXIMUM GRANT AWARD AMOUNT IS \$75,000 (\$7,500 MATCH) AND;

WHEREAS THE GRANT APPLICATION REQUIRES BOARD RESOLUTION INDICATING TOWN BOARD SUPPORT FOR THE PROJECT AND INTENTION TO MEET THE IN-KIND MATCH REQUIREMENTS AS SET FORTH IN THE GRANT APPLICATION.

THEREFORE, BE IT

RESOLVED THAT THE TOWN OF HAVERSTRAW SUPPORTS THE AFOREMENTIONED GRANT APPLICATION AND INTENDS TO PROVIDE THE REQUIRED MATCH AMOUNT AS OUTLINED IN THE GRANT APPLICATION.

23. <u>AUTHORIZATION TO PURCHASE APPRAISAL PRINCIPLES/USPAP</u> CONTINUING EDUCATION CLASS- ASSESSOR'S OFFICE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR HARLEY V. MCNALLY, TOWN ASSESSOR TO PURCHASE THE 2020-2021 15- HR NATIONAL USPAP COURSE BASIC APPRAISAL PROCEDURES FROM MCKISSOCK LLC AT A COST OF \$586.71 TO MEET NEW YORK STATE CONTINUING EDUCATION REQUIREMENTS.



ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923 Phone: 845-942-3717 Fax: 845-429-1226

Harley V. McNally ASSESSOR

To: William Stein, Town Attorney

From: Harley V. McNally, Town Assessor

Re: AT&T Communications of New York, Inc. (622.089-9999-601.700/1881 & 1883)

Date: August 8, 2023

A proposed Settlement for AT&T Communications of New York, Inc., 622.089-9999-601.700/1881 & 1883, Town of Haverstraw, has been drafted in accordance with my discussion with Michael Hrankiwskyj of Cullen and Dykman LLP, for the owners. The estimated Town refund calculation is listed below.

Parcel: 622.089-9999-601.700/1881

	ORIGINAL	REVISED	REDUCTION	EST
YEAR	ASSESSMENT	ASSESSMENT	AMOUNT	REFUND
2012	460,300	460,300	0	\$0
2013	460,300	460,300	0	\$0
2014	460,300	460,300	0	\$0
2015	460,300	460,300	0	\$0
2016	460,300	460,300	0	\$0
2017	460,300	2,887	457,413	\$9,764
2018	460,300	2,887	457,413	\$9,707
2019	460,300	2,887	457,413	\$9,729
2020	460,300	2,887	457,413	\$10,082
2021	460,300	460,300	0	\$0
2022	460,300	460,300	0	\$0

Total: \$39,282

Parcel: 622.089-9999-601.700/1883

personal designation of the second	CONTRACTOR AND ADDRESS OF THE PARTY OF THE P			
	ORIGINAL	REVISED	REDUCTION	EST
YEAR	ASSESSMENT	ASSESSMENT	AMOUNT	REFUND
2012	307,900	307,900	0	\$0
2013	307,900	307,900	0	\$0
2014	307,900	307,900	0	\$0
2015	307,900	307,900	0	\$0
2016	307,900	307,900	0	\$0
2017	307,900	0	307,900	\$6,573
2018	307,900	0	307,900	\$6,534
2019	307,900	0	307,900	\$6,549
2020	307,900	0	307,900	\$6,786
2021	307,900	307,900	0	\$0
2022	307,900	307,900	0	\$0

Total: \$26,442

Grand Total: \$65,724



DryJect North East LLC **Turf Pounders**

PO Box 525 Delaware Water Gap, PA 18327

Phone: 570-421-8800

E-mail: dryjectne@outlook.com

2023 Aeration **Quotation/Contract**

Phillip J Rotella Memorial Golf Course Christopher Dyroff 100 Thiells Mt. Ivy Road

Thiells, NY 10984

Day & Date of Service: Tuesday, August 29

Service	Acre/Sq Ft	Rate	Total
Aerate Greens with 5/8" hollow tines & A2 spacing	123,000	0.03	3,690.00
Mobilization Fee		300.00	300.00
		ŀ	
	Subtetel		ź2 000 00
If day and date of service are specified above,	Subtotal		\$3,990.00
and a record of the contract o	Sales Tax	x (8.375%)	\$0.00
you may accept this quotation and reserve your date by	by		

signing below. Contract MUST be returned to hold dates of service. Return by US or e-Mail at addresses above.

Subtotal	\$3,990.00
Sales Tax (8.375%)	\$0.00
Total	\$3,990.00

2023 Terms and Conditions - Please Read

- Customer to provide all diesel fuel for the tractors until the work is completed.
- Customer is responsible for all clean-up of cores and related debris.
- We will supply operators, tractors with aerators and one set of tines to complete the work.
- · Customer is to flag (hot pink is the best color) all irrigation heads and lines, drainage, underground electrical lines, etc. We will not be responsible for anything damaged that was not properly flagged.
- · Invoice will be adjusted to reflect any changes from contract on day of service.
- · Significant delays on day of service due to customer negligence will be charged \$125 per hour.
- Customer cancellations less than 14 days prior to service date will be subject to a 25% Loss-of-Revenue Fee. Exceptions made for weather-related reasons.
- Payment is due in full 21 days from date of invoice. A monthly late fee of 2.5% applies.

Accepted (DryJect North East):	Steve Jordan	1/6/2023
Accepted (Customer):		



Owner & Director

Victor Russu

Mon-Fri: 1 PM-10 PM Sat: by appointment

Beginner Social Foundation Social Bronze Advanced Bronze Silver

Dancesport Programs

Bronze, Silver & Gold American Smooth American Rhythm International Latin International Standard

Foxtrot Waltz Tango Viennese Waltz

Rumba Cha-cha East Coast Swing Mambo Bolero

Argentine Tango Hustle Lindy Merengue Quickstep Salsa "on 1" Salsa "on 2" Samba Paso Doble West Coast Swing

Palisades Dance Studio, Inc. dba Fred Astaire Dance Studios

295 Route 304, Bardonia, NY 10954 • T: 845.623.7147 • F: 845.623.7381 • Fred Astaire Rockland.com

July 19, 2023

Invoice – for Town Of Haverstraw

The dance participation on the Latin Night

Total amount due.....\$1000

Victor Russu

Owner, Fred Astaire Dance Studio, Rockland County

SUBURBAN ENGINEERING



July 26, 2023 Revised Proposal

Via Electronic Mail (mgamboli@townofhaverstraw.org)

Town of Haverstraw One Rosman Road Garnerville, New York 10923

Attn.: Michael J. Gamboli

Director of Finance

Re.: Town of Haverstraw, County of Rockland, State of New York

Professional Surveying & Engineering Services

Town of Haverstraw Recreation Complex - New Pickleball Courts & Skate Park

Survey, Geotechnical, & Conceptual Design Services Our File No.: Proposal SCE-P09755.061 Revision A

Dear Mr. Gamboli:

SUBURBAN ENGINEERING (SE) has teamed with **SUBURBAN CONSULTING ENGINEERS**, **INC.** as the SCE Project Team **(SCE)** to provide the Town of Haverstraw (Town) with survey, geotechnical, and conceptual services to design a skate park and Pickleball courts at the Haverstraw Recreation Complex, located in the Town of Haverstraw, County of Rockland, State of New York. All surveying services will be performed under the direct supervision of a State of New York licensed Professional Land Surveyor (PLS), and all engineering services will be performed under direct supervision of a State of New York licensed Professional Engineer (PE).

Project Description

It is understood that the Town is seeking professional services for the design of new Pickleball courts and a new skate park at the Recreation Complex. Based on correspondence, telephone conversations, and our meeting on July 12, 2023, the SCE Project Team anticipates the following improvements:

- Conceptual Design of three (3) or four (4) Pickleball courts in the existing grass area north of the parking lot adjacent to the dog park. The number of Pickleball courts will depend on site grading and available space.
- Conceptual Design of a new skate park in accordance with the Town's insurance requirements in the existing grass area between Central Highway (County Route 33) and the detention basin. An asphalt walkway will be constructed around the perimeter of the skate park. It is anticipated that the boulder wall constructed under the previous phase along the edge of the area will remain in place.

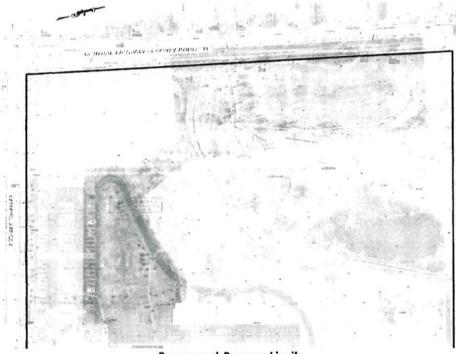


SCE proposes the following Scope of Services to perform the various tasks required for this project.

Scope of Services

1. Partial Topographic Survey

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



Proposed Survey Limits

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. All available utility information will be identified and noted at both surface and subsurface level. Additionally, SCE will utilize previous survey completed by Pennoni Engineering & Surveying of New York, P.C. in 2019 to as-built current existing site conditions.



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

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

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

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

2. Geotechnical Investigation

SCE will retain the services of our Geotechnical subconsultant to complete a geotechnical investigation of the soils within the area of the skate park to determine suitability as subbase material for the skate park and structures proposed for this area. This area was previously disturbed during Phase 1 of park construction, and significant quantities of soil and boulders were placed within this area of the site. It is anticipated that the Geotechnical Engineering Team will complete four (4) soil borings across the area to be improved to a depth of twenty (20) feet or refusal to determine the soil characteristics and determine the suitability of the soil for use as a subbase for the skate park and associated improvements. The Geotechnical Engineering Team will prepare a geotechnical report summarizing their findings and recommendations.

3. Conceptual Design, Estimates, & Rendering

After the topographic survey and base mapping for each area of the complex is complete, SCE will develop a maximum of four (4) conceptual designs for the proposed Pickleball courts and skate park improvements for review by the Town. SCE anticipates a maximum of four (4) virtual or in-person meetings during this phase as various configurations of the skate park and Pickleball court layouts are reviewed and approved.



SCE will review various skate park configurations and amenities with the Town to help determine what the Town would like to include as part of the skate park. SCE will also review various Pickleball court layouts with the Town to maximize the number of courts within the allotted site area.

As part of the conceptual design for the skate park and Pickleball court areas, SCE will consider the site development needs of the project once site engineering is performed in a later phase that is <u>not</u> included in this proposal. SCE will prepare a conceptual layout plan for each location that is anticipated to meet the expectations of the Town. Development criteria considered in the conceptual layout will include the following tasks:

- SCE will work with the Town through the conceptual design process and provide a Final Conceptual Layout Design Plan for the skate park and pickle ball court areas with labels, notes, and dimensions at an appropriate scale for presentation, review, and approval by the Town. This plan will outline the various material options, provide a conceptual layout indicating spatial arrangement of the courts, skate park elements and site amenities, approximate dimensions, limits of fencing and gates, signage, and other graphical information needed to clarify the design. It is our understanding that the Town may desire that site and sports lighting be provided at the Pickleball courts and the skate park, and along new proposed walkways. Accommodation for seating areas, shade structures, and potential location of a restroom structure may also be included in the conceptual design.
- A Construction Cost Estimate based on estimated improvements included in the Final Concept Plan will also be provided at this stage. Copies of the Preliminary Construction Cost Estimate for the improvements will be provided to the Town for review.
- Once the Final Conceptual Layout has been approved by the Town, a full-size color rendering of the Conceptual Layout Plan will be prepared for the Town's use in promoting this phase of improvements at the park.

4. Reimbursable Expense Budget

An estimated reimbursable fee for expenses is included as a separate line item below for all anticipated expenses associated with this project. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.



Fee Proposal

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

1.	Partial Topographic Survey	Estimated Fee	S	9,250 *
2.	Geotechnical Investigation	Estimated Fee	š	13,750 *
	Conceptual Design, Estimates, & Rendering	Estimated Fee		24,500 *
4.	Reimbursable Expense Budget	Estimated Fee	Š	2,000 *
		TOTAL FEE	S	49,500

*It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, the SCE Project Team will notify the Town prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Boundary survey.
- Soil testing for disposal.
- Environmental Permitting Services of any kind.
- Engineering Design Services.
- Stormwater Discharge Permitting.
- Bidding Services.
- Construction Administration & Observation services.
- Permit application fees.
- Addressing review agency comments.
- Building structures.
- Meetings other than specified.
- Owner or Contractor-initiated changes.
- Off-tract design improvements.



Fee Structure

We/SE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal. Rates are subject to annual adjustments on a calendar-year basis.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. We/SE are not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$175/hour
- Senior Project Manager \$173/hour
- Project Manager \$168/hour
- Senior Project Licensed Professional \$162/hour
- Project Licensed Professional \$155/hour
- Licensed Professional \$148/hour
- Senior Project Coordinator \$162/hour
- Project Coordinator \$160/hour
- Senior Designer/Senior Survey Analyst \$136/hour
- Designer/Survey Analyst \$128/hour
- Senior Environmental Scientist \$133/hour
- Environmental Scientist \$128/hour
- Senior Project GIS Analyst \$148/hour
- Project GIS Analyst \$138/hour
- GIS Analyst \$133/hour
- Senior GIS Technician \$123/hour
- GIS Technician \$113/hour
- Senior GIS Project Coordinator \$138/hour
- GIS Project Coordinator \$133/hour
- Senior Inspector \$123/hour
- Inspector \$113/hour
- Senior Technician \$118/hour
- Technician \$108/hour
- Project Administrator \$123/hour
- Administrative Support \$68/hour
- Equipment Unit Cost
 - o Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour



- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

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

Termination of Contract

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

Hazardous Environmental Conditions

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

Ownership of Documents

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

<u>Indemnification</u>

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



or concurrent negligence of Client and SE, they shall be borne by each party in proportion to its negligence.

Force Majeure

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

Dispute Resolution

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

Use of Electronic Media

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

Bid Phase Services

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

Construction Phase Services

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

Opinions of Cost

When included in our Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SE's experience and qualifications and represent SE's judgment as a professional generally familiar with the industry. However, since SE has no



control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SE's opinions or estimates of probable construction cost.

Professional Responsibility

SE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions, or other professional acts, including unintentional breach of contract by SE, its employees, agents or subcontractors, SE's liability and that of its employees, agents and subcontractors is limited to SE's total compensation paid under the contract. In no event shall either Client or SE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

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

Statute of Limitations

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

Billing Schedule

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



Very truly yours,

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

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

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a Purchase Order is to be issued, please reference the proposal number (SCE-P09755.061) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or Purchase Order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

SUBURBAN ENGINEERING	
By:Andrew S. Holt, PE, Principal Member	_
Accepted this Day of 20	-
Ву:	_
	(Printed Name and Title)



Municipality Participation Agreement

Just Transition Site Reuse Planning Municipality

This Agreement is entered into by and between the New York State Energy Research and Development Authority ("NYSERDA"), having its principal place of business at 17 Columbia Circle, Albany, New York 12203 and the <u>Town of Haverstraw</u> ("Municipality"), having its principal place of business at <u>One Rosman Road</u>, <u>Garnerville</u>, New York 10923 (and collectively with NYSERDA, the "Parties").

WHEREAS through its Just Transition program, NYSERDA aims to: (1) Advance New York State's goal of moving to a clean energy economy by assisting communities transitioning away from conventional energy infrastructure they have hosted over the past several decades, including fossil-fuel power plants; and (2) support activities associated with site reuse planning to help communities spur diversified, 21st Century economic development and thrive in the move to a clean energy economy; and

WHEREAS under Program Opportunity Notice (PON) 4563, NYSERDA offers site reuse planning and technical support services to individual municipalities that are navigating power plant retirement and site reuse opportunities in the form of Site Reuse Planning Studies valued at up to \$150,000 (plus up to an additional \$10,000 of Disadvantaged Community Adder funding if applicable); and

WHEREAS NYSERDA has engaged a pool of NYSERDA competitively-selected Site Reuse Planning Contractors (Contractor) to coordinate with NYSERDA and Municipality on all services and communication under municipality-specific Task Work Orders ("TWOs"), under which the Contractor will coordinate its work with NYSERDA and Municipality; ensure the technical accuracy of its work; ensure adherence to the project budget; provide all reporting to NYSERDA as specified in the TWO; develop and submit reports to NYSERDA and Municipality for technical review as they are completed, providing NYSERDA and Municipality the opportunity to comment and submitting responses to the comments in revised reports as appropriate; and

WHEREAS, in addition, NYSERDA has procured the services of a Site Reuse Toolkit Development Contractor for the purposes of developing tools and resources for future site reuse planning efforts, who will work in concert with Municipality and the Contractor for broad, statewide shared lessons learned;

WHEREAS Municipality seeks to obtain these Just Transition services offered under NYSERDA's PON 4563,

Now, therefore, the Parties agree as follows:

1. Site Reuse Planning Study Development:

Municipality agrees to work with NYSERDA and its assigned Site Reuse Planning Contractor to complete the Site Reuse Planning Study.

2. Expectations and Responsibilities:

NYSERDA RESPONSIBILITIES

NYSERDA shall provide oversight of all activities performed by the assigned Contractor throughout the duration of the contract. NYSERDA shall:

- Communicate and collaborate with the Contractor and Municipality;
- Participate in the kick-off meeting and monthly review meetings, as necessary;



- Review and provide comments on draft and final deliverables prepared by the Contractor;
- Review and process invoices for payment to the Contractor;
- NYSERDA will ensure report compliance with the Contractor Task Work Order requirements;
- NYSERDA reserves the right to contract with another approved Contractor if the TWO is cancelled;
- NYSERDA reserves the right to adjust timelines outlined in the TWO;
- NYSERDA reserves the right to extend and/or expand the TWO to include additional tasks; and
 retains the authority to accept or decline Municipality requests for additional services for budgetary
 and/or other reasons.

MUNICIPALITY RESPONSIBILITIES

- Municipality must identify and commit a qualified staff resource to serve as the Project Liaison for the duration of the planning process. The Project Liaison will be expected to dedicate approximately 2-10 hours/week to support the planning process. Level of commitment will vary based on the status and phase of the planning effort. The Project Liaison will be responsible for providing information and Site Reuse Plan deliverables feedback to NYSERDA and the Contractor in a timely fashion;
- Municipality must respond to requests from the Contractor within 3 business days. If a response is not received, the Contractor may pause all work;
- The Project Liaison shall be responsible for identifying and facilitating a Steering Committee;
 Members of the Steering Committee shall be identified by Municipality and will be responsible for the review and feedback of deliverables produced by the Contractor;
- The Project Liaison shall be responsible for identifying names and contact information for project stakeholders;
- Municipality acknowledges that the Contractor will be sharing information with NYSERDA's Site Reuse Toolkit Development Contractor for the purposes of developing tools and resources for future site reuse planning efforts; and
- Municipality agrees that NYSERDA is not responsible for decisions made based on the Site Reuse Plan or any proceedings resulting therefrom.

3. Publicity:

Municipality agrees to allow their Just Transition Site Reuse Planning Study to be included in NYSERDA's promotional efforts and cooperate with NYSERDA in the creation and implementation of those efforts, including but not limited to exhibitions, articles, electronic media and lectures, among other things, to promote the Just Transition Site Reuse Planning Program and its outcomes. NYSERDA may use Municipality's name and logo for such promotional uses, and issue press releases or public announcements regarding this Agreement, but not without consent from the other party, unless specifically required by law. Municipality agrees to assist NYSERDA to help disseminate information about the Site Reuse Planning Study and its recommendations on its website, public events, marketing materials, social media or other activities as approved by NYSERDA.

4. Confidentiality and Proprietary Information.

New York's Freedom of Information Law (FOIL), Public Officers Law, Article 6, generally provides for public access to information NYSERDA and its divisions possess, unless that information is statutorily exempt from disclosure.

Accordingly, the Parties acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with FOIL. Any confidential information submitted to NYSERDA shall fully identify and plainly label the information "confidential" or



"proprietary" at the time of disclosure and should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted under the relevant provisions of the Public Officers Law. NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (http://www.dos.ny.gov/about/foil2.html) and NYSERDA's Regulations, Part 501 (http://www.nyserda.ny.gov/About/New-York-StateRegulations.aspx).

5. Termination.

This Agreement may be terminated mutually or by either party at any time upon 30 days written notice.

Acceptance of this Agreement shall not become effective unless executed below by the Parties.

Town of Haverstraw		New York State Energy Research and Development Authority			
Signature:	Signature:				
Name:	Name:				
Title:	Title:	A-100-100			
Date:	Date:				



VERDIN

REMIT TO: The Verdin Company PO Box 23129 Cincinnati. OH 45223-0129

PMA QUOTATION / INVOICE # 0015795

Bill To: TOWN OF HAVERSTRAW ATT DPW / PARKS ONE ROSMAN ROAD GARNERVILLE, NY 10923-1799

Site Location:

TOWN OF HAVERSTRAW ONE ROSMAN ROAD GARNERVILLE, NY 10923-1799

Contact: 845-429-2200

Verdin Bell, Clock & Carillon Service 444 Reading Road Cincinnati, OH 45202

For Service Call 1-800-883-7346

Family Owned and Operated Since 1842

Your bell, carillon and/or clock equipment is unique and designed specifically for you. As such, the maintenance of your equipment is vital. Proper maintenance will dramatically increase the life span of your equipment. Who better to perform this maintenance than a factory trained certified professional. Our service technicians are professionals with an average of 16 1/2 years of service with The I. T. Verdin Company.

In the USA, if you have a tax exempt certificate please include a copy of it in your return envelope.

TOTAL PRICE USD \$725.00 PLUS SALES TAX IF APPLICABLE

Customer Acceptance:

Signature	Date
Printed Name	Title
Verdin Authorization:	
Onsite Contact:	
Cell Phone #:	
Email Address:	

PLANNED MAINTENANCE AGREEMENT "PMA"

Invoice/Quote Date: 7/26/2023

Quote Expires 60 days from above date.

Customer #: 28183 ID-Type: Z-NYGA016-PM1

This Agreement includes:

1 CALL PMA July 1, 2023 - June 30, 2024 FOR STREET CLOCK & CONTROLLER

- 1. Safe access to equipment, including tower area, must be povided by customer.
- 2. PMA includes cleaning, lubrication, adjusting and testing each unit covered.
- 3. PMA covers <u>normal yearly maintenance</u>, but will not include complete equipment overhauls or replacement parts.
- 4. If it is found that any replacement parts or major alterations are required, the service representative will confer with the owner and submit costs for the owner's approval before performing major repairs or replacements.
- 5. PMA customers will receive a 10% discount on parts during the contract period. Each PMA call includes up to 2 hours of labor with additional time billed at \$125.00 per hour.
- 6. This PMA does not cover repairs or damages caused by accident, fire, water, forces of nature, or unwarranted abuse.
- 7. All maintenance agreements will be handled only by trained personnel qualified to handle the inspection, lubrication, adjustment and repairs necessary to ensure good operating efficiency.
- 8. Additional services and labor at 10% discount.
- 9. Invoicing for parts, major alterations or additional service calls will be made at the time work is completed.
- 10. This PMA is payable in advance. Invoicing for the renewal of this agreement will be made a month or two before the expiration of the current Agreement.
- 11. Maintenance services that are not completed during the contract period may be performed, at Verdin's discretion, after the expiration of this agreement only if the services were not completed solely as a result of Verdin's failure to meet, or attempt to meet, it's obligations under this agreement.

- SEE TERMS AND CONDITIONS ON BACK -

By checking this box, I agree to the addition of a 3.5% Credit Card processing fee to the total of this invoice.

VERDIN PLANNED MAINTENANCE SERVICE

Terms and Conditions

Verdin will provide general maintenance services for the items of equipment specified in this Agreement in accordance with the following terms and conditions.

- 1. All maintenance services will be performed by Verdin service technicians who are trained and qualified to provide the services required to maintain Customer's equipment in good operating condition.
- 2. Verdin agrees to provide routine maintenance services such as lubrication, adjustments, testing of mechanical and electronic control equipment, and general upkeep to slow the process of normal wear and tear. Such routine maintenance service does not include the reconditioning or repair of broken equipment, the provision of replacement parts, or repairs to damaged equipment caused by neglect or abuse, vandalism, power surge, accident, fire, flooding, lightning strike, or other Acts of Nature.
- 3. In the event Customer's equipment requires services or parts that are beyond the scope of this Agreement, Verdin will provide Customer with an estimate of the costs for such services or parts. Such service calls shall be charged to Customer at Verdin's "Preferred" rates for customers with a planned service agreement. Verdin agrees to provide Customer with a 10% discount on all Verdin parts purchased the term of this Agreement. Customer will be invoiced for parts or services beyond the scope of this Agreement after the work is completed and agrees to pay such invoices within 30 days.
- 4. Customer agrees to provide at its cost safe and secure access to the equipment specified in this Agreement, including any required cranes, man-lifts, or hoists and the operators of such equipment. Verdin at its sole discretion may agree to provide the equipment required to access the covered products under this Agreement. Customer agrees to reimburse Verdin for the cost of all such equipment, plus a minimum service fee of 25%.
- 5. Payment for planned maintenance is payable in advance in U.S. dollars and is non-refundable. Credit card payments are subject to a 3.5% service fee.
- Maintenance services that are not completed during the contract period as a result of Verdin's failure to meet its obligations under this Agreement may be performed, at Verdin's discretion, after the expiration of this Agreement.
- 7. Customers in the United States that are tax exempt are required to provide a tax exempt certificate; please include a copy in the return envelope or scan it and e-mail a copy to Lance Fisher at Ifisher @verdin.com.
- 8. For Canadian Customers, the HST/GST will be billed separately. If applicable, Canadian customers may be able to claim all or a portion of taxes paid as an ITC (Input Tax Credit).
- 9. If you have questions about your Planned Maintenance Agreement, please contact us at 877-549-1769, or pma@verdin.com.



FenceScreen, LLC 22961 Arroyo Vista Rancho Santa Margarita, CA 92688 www.fencescreen.com (888)313-6313

Quote

#Q-82429

7/19/2023

Bill To

Town of Haverstraw One Rosman Rd Garnerville NY 10923 United States (845) 793-0665 Ship To

Town of Haverstraw One Rosman Rd Garnerville NY 10923 **United States** (845) 793-0665

TOTAL

\$1,999.80

Expires: 8/18/2023

Terms	PO #	Sales Rep	Shipping Method	
Prepay		Donovan P Emerson	FREE Ground Shipping (No	ew)
Quantity	Item		Rate	Amount
20	6000-6-PGR 6000 Se	ries - Hedge Slat - Pine Green - 6' Tall - 90%	\$99.99	\$1,999.80
		ar Coverage (82 Slats) Slat, 6' Tall, 90% Blockage, Pine Green- For 2' Year Manufacturer Warranty		
			Subtotal	\$1,999.80
			Discount	V-200 (200 (100 (100 (100 (100 (100 (100 (
			Shipping Cost	\$0.00
			Handling Cost	\$0.00
			Tax Total (%)	\$0.00
			Total	\$1,999.80



INVOICE

DATE	INVOICE #
8/7/2023	8352

PO Box 563 Stony Point, NY 10980

TEL: (845) 429-0497; FAX: (845) 429-0483

BI	-	1	T	0
DI	_	_	,	$\mathbf{\circ}$

TOWN OF HAVERSTRAW ATTN: JOHN FRIZALONE

jfrizalone@townofhaverstraw.org

PR	OJ	E	CT
----	----	---	----

WATER LEAK AT GOLF COURSE

ECI JOB NO.	TERMS	DUE DATE			
2023-1960	Net 30	9/6/2023			

DESCRIPTION	QTY.	RATE	AMOUNT
REPAIR 2" COPPER LINE GOING INTO THE			*
RESTAURANT FROM STREET			
0/0/00	1		
8/3/23	12		
1) FOREMAN - 2 HRS REG	2 6	105.00	210.00
1) FOREMAN - 6 HRS O.T.		157.50	945.00
3) LABORERS - 2 HRS REG	6	98.00	588.00
3) LABORERS - 6 HRS O.T.	18	147.00	2,646.00
1) DRIVER - 4 HRS O.T.	4	147.00	588.00
1) CAT EXCAVATOR - 8 HRS	8	96.80	774.40
1) VAC TRUCK	4	125.00	500.00
1) UTILITY TRUCK 1) S/A DUMP	8 8	31.88 41.32	255.04 330.56
8 YDS OF ITEM 4	8	32.00	256.00
2" COPPER PIPE		150.00	150.00
2" COPPER UNION	2	225.00	450.00
2 GOLLEK OMON	-	223.00	450.00
8/4/23			
PAVE PATCH IN ROADWAY		ľ	
1) FOREMAN	1.5	105.00	157.50
2) LABORERS	3	98.00	294.00
1) TRUCK DRIVER	1.5	149.00	223.50
1) UTILITY TRUCK & TOOLS	1.5	31.88	47.82
1) S/A DUMP TRUCK	1.5	41.32	61.98
1.5 TONS BLACKTOP	1.5	105.00	157.50
	INVOIC	E TOTAL	\$8,635.30
	Paymen	ts/Credits	\$0.00
	Balan	ce Due	\$8,635.30



McKissock LLC 218 Liberty St Warren PA 16365 **United States** (800) 328-2008 www.mckissock.com

Bill To Harley Mcnally Valencia 237 Route 59 Suffern NY 10901

McKissock LLC: Estimate

Date Estimate # 5/30/2023 EST4159

6/29/2023

Expires Comments to Custo... Shipping Code (2)

	Description			Tax Rate				Course Na
1		315.00	315.00	0.0%	Appraisal	QE	NY	2020-2021
1		435.00	435.00	0.0%	Appraisal	QE	NY	Basic Appra
	1	1	1 315.00	1 315.00 315.00	1 315.00 315.00 0.0%	1 315.00 315.00 0.0% Appraisal	1 315.00 315.00 0.0% Appraisal QE	1 315.00 315.00 0.0% Appraisal QE NY

Subtotal 750.00 Discount Item (Package Discount) -163.29 Total \$586.71

Please Remit Check Payment To: McKissock LP c/o Colibri Group 399 S. Spring Avenue, Suite 108 St. Louis, MO 63110 United States

