

**HAVERSTRAW TOWN BOARD
MAY 27, 2025**

1. PLEDGE OF ALLEGIANCE

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

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF MAY 13, 2025 AND SPECIAL TOWN BOARD MEETING OF MAY 19, 2025.

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. ACCEPTANCE OF LETTER OF RETIREMENT – GIUSEPPE CANNAVARO, HIGHWAY MAINTENANCE SUPERVISOR

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR HIGHWAY MAINTENANCE SUPERVISOR FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT, GIUSEPPE CANNAVARO, EFFECTIVE JUNE 30, 2025.

7. AUTHORIZATION TO PURCHASE ONE (1) 2025 CHEVROLET TAHOE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE CONTRACT

RESOLVED, BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) 2025 CHEVROLET TAHOE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE PIGGYBACK CONTRACT 23-0908-1 TO DENOYER CHEVROLET IN ALBANY, NEW YORK AT A COST OF \$59,689.38.

8. AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENT WITH ORANGE AND ROCKLAND UTILITIES, INC. – CASTLE COURT, THIELLS, NY

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN AGREEMENT WITH ORANGE AND ROCKLAND UTILITIES, INC. WITH RESPECT TO A RESTORATION PROJECT WITHIN PORTIONS OF THE TOWN ROAD: CASTLE COURT, THIELLS, NY.

9. ESTABLISHMENT OF PETTY CASH – CASHIER DRAWS AT BOWLINE PARK

RESOLVED, THAT A PETTY CASH FUND DRAW NOT TO EXCEED THE SUM OF \$1,000.00, BE AND IT IS HEREBY ESTABLISHED FOR THE CASHIER DRAWS AT BOWLINE PARK FOR THE 2025 SUMMER SEASON.

10. AGREEMENT WITH CONNECT AUTO AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF CONNECT AUTO OF HILLBURN, NEW YORK TO PROVIDE AND INSTALL LIGHTING, EQUIPMENT, AND A CENTRAL COMMAND VEHICLE TRUNK VAULT SYSTEM FOR A POLICE VEHICLE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT THROUGH ROCKLAND COUNTY CONTRACT NUMBER RFB-RC-2024-113 AT A COST OF \$19,858.32.

11. AWARD OF RFQ NO. 13 - 2025 – SUPPLY AND INSTALL EQUIPMENT FOR THE DISPATCH CONSOLE REPLACEMENT PROJECT AT THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO CHIEF OF POLICE JOHN J. GOULD, JR. TO SUPPLY AND INSTALL EQUIPMENT FOR THE DISPATCH CONSOLE REPLACEMENT PROJECT AT THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD DOES HEREBY AWARD RFQ NO. 13 - 2025 TO XYBIX SYSTEMS, INC. OF LITTLETON, COLORADO, THE LOWEST QUOTE MEETING SPECIFICATIONS, IN THE AMOUNT OF \$41,176.28 WHICH WILL BE PAID THROUGH A LAW ENFORCEMENT TECHNICAL GRANT.

SANITATION COMMISSION MEETING – MAY 27, 2025

AGENDA

1. **ROLL CALL**
 COMMISSIONER ISIDRO CANCEL
 COMMISSIONER VINCENT GAMBOLI
 COMMISSIONER RALPH KIRSCHKE
 COMMISSIONER JOHNNY ORTIZ
 CHAIRMAN HOWARD PHILLIPS
2. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR JL TRUCKING**
 INC.

RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR JL TRUCKING, INC. OF MONSEY, NEW YORK TO EXPIRE ON APRIL 30, 2026.

3. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR CARLO MINUTO**
 CARTING CO. INC.

RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR CARLO MINUTO CARTING CO, INC., OF WEST NYACK, NEW YORK TO EXPIRE ON APRIL 30, 2026.

May 13, 2025

Orange and Rockland Utilities, Inc.
One Blue Hill Plaza
Pearl River, New York
Attention: Michael Thompson

Re: Castle Ct., Haverstraw Restoration, Town of Haverstraw

Dear Michael Thompson

This Letter Agreement (this "Agreement") clarifies certain previously discussed agreements between the Town of Haverstraw (the "Town") and Orange and Rockland Utilities, Inc. ("O&R") with respect to certain utility projects Castle Ct., Haverstraw (the "Projects") within portions of Towns roads commonly known as Castle Ct. (for purposes of this Agreement, such portions are referred to collectively herein as the "Work Areas"). Accordingly, the Town and O&R hereby agree as follows:

1. O&R will perform the utility work work for the Project, and upon completion thereof, restored each trench within each Work Area with 6" binder flush with the surface of each such Work Area, leaving each Work Area in a safe condition (collectively, "O&R's Work"). The Town has agreed to perform the permanent restoration work for the Work Areas, including without limitation, paving the Work Areas with asphalt (collectively, the "Town's Work").

2. The Town and O&R hereby agree that (i) O&R's Work is the only work required to be performed by O&R in connection with the Project, (ii) O&R's Work does not include any work in connection with drainage, including without limitation, the installation, repair or replacement of any catch basins, piping, castings or covers, or any curbing, (iii) O&R shall have no additional or continuing obligations with respect to the Work Areas, and the Town releases and discharges O&R, its directors, trustees, officers, agents, contractors, employees and representatives, and all of their respective successors and assigns (the "O&R Parties") from, and indemnifies, defends and holds the O&R Parties harmless from and against, any and all claims, actions, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature ("Claims"), arising out of or relating to the condition of the Work Areas, including without limitation, the structure, subsurface or surface of the Work Areas, any and all uneven pavement or asphalt, dips or depressions therein or deterioration thereof, or the pooling of any water or any other drainage issues that may occur thereon. However, this paragraph shall not in any way limit O&R's responsibility with respect to the utility facilities installed by O&R in connection with the Project or with respect to Claims arising from the negligence of the O&R Parties.

3. In consideration of the Town's agreement to perform the Town's Work and the agreements, release and indemnification provided by the Town herein, O&R agrees to pay to the Town the sum of Thirty Three Thousand Six Hundred Six and 63/100 Dollars (\$33,606.63). The Town agrees to apply this sum to its costs in performing the Town's Work

4. The terms and conditions of this Agreement are to be kept confidential by the Town and O&R, except that this Agreement and/or any of the terms of this Agreement may be disclosed by either party as may be required by law or legal process, including without limitation, by O&R to the New York

State Public Service Commission and/or any other governmental authority with jurisdiction over its operations.

5. This Agreement shall be binding upon and for the benefit of the parties hereto and each of their respective successors and permitted assigns. The provisions of the Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third party beneficiary hereof.

6. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This Agreement and any counterpart thereof may be delivered via fax or email, it being the express intent of the parties that this Agreement and any counterpart thereof delivered via fax or email (together with the signatures thereon) shall have the same force and effect as if they were originals.

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TOWN OF WEST HAVERSTRAW

BY: _____

NAME:

TITLE:

AGREED AND ACCEPTED

THIS _____ DAY OF _____, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

BY: _____

NAME: Michael Thompson

TITLE: Section Manager, Contract Administration Group (CAG)

AGREED AND ACCEPTED

THIS _____ DAY OF _____, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

BY: _____

NAME: Flannan Heir

TITLE: General Manager, Gas Operations

AGREED AND ACCEPTED

THIS _____ DAY OF _____, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

BY: _____

NAME: Won Choe

TITLE: Vice President, Operations