

**HAVERSTRAW TOWN BOARD
JULY 8, 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 THE TOWN BOARD MEETING OF JUNE 24, 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

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF JUNE 2025.

6. PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 4 – 2025 TO AMEND ARTICLE VI PROHIBITED USES AND ACTIVITIES ENUMERATED, CHAPTER 167-39.D. AND TO AMEND CHAPTER 127-20.A. MAINTENANCE OF LANDSCAPE

THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 4 – 2025 TO AMEND ARTICLE VI PROHIBITED USES AND ACTIVITIES ENUMERATED, CHAPTER 167-39.D. AND TO AMEND CHAPTER 127-20.A. MAINTENANCE OF LANDSCAPE.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPTION OF LAW

7. APPOINTMENT OF HARLEY V. MCNALLY TO THE POSITION OF ASSESSOR

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPOINTS HARLEY V. MCNALLY OF POUGHKEEPSIE, NEW YORK TO THE POSITION OF ASSESSOR, EFFECTIVE FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2031.

8. SCHEDULE PUBLIC HEARING – ADOPTION OF LOCAL LAW NO. 5– 2025

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 5 – 2025 TO AMEND CHAPTER 53 APPRENTICESHIP TRAINING PROGRAMS. SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, AUGUST 12, 2025 AT 7:10 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER

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

9. AUTHORIZATION FOR SUPERVISOR TO SIGN THE LEASE AGREEMENT WITH JOE BROTHERS CONCESSIONS INC. TO OPERATE THE HAVERSTRAW RECREATION COMPLEX CONCESSION STAND

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN THE LEASE AGREEMENT WITH JOE BROTHERS CONCESSIONS INC. TO OPERATE THE HAVERSTRAW RECREATION COMPLEX CONCESSION STAND STARTING JULY 1, 2025 THROUGH JUNE 30, 2026.

10. ACCEPTANCE OF LETTER OF RETIREMENT – NIKKO BULUSAN, GROUNDWORKER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR GROUNDWORKER FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT, NIKKO BULUSAN, EFFECTIVE JULY 3, 2025.

11. AWARD OF RFP NO. 8 - 2025– DRYJECT AERATION OF GREENS - GOLF COURSE

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, FOR DRYJECT AERATION OF GREENS WITH 5/8” HOLLOW TINES AND STANDARD SPACING AT THE TOWN OF HAVERSTRAW GOLF COURSE FOR THE 2025 GOLF SEASON, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 8-2025 FOR DRYJECT AERATION OF THE GREENS FOR THE PHILIP J. ROTELLA GOLF COURSE IN AUGUST 2025 TO DRYJECT NORTH EAST TURF POUNDERS OF DELAWARE WATER GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$3,990.

12. ACCEPTANCE OF LETTER FOR LEAVE OF ABSENCE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT A REQUEST FOR A SIX (6) MONTH LEAVE OF ABSENCE WITHOUT PAY FROM EMPLOYEE ID NUMBER 992716 FOR THE TOWN OF HAVERSTRAW, EFFECTIVE JULY 1, 2025.

13. INTERMUNICIPAL AGREEMENT BETWEEN ROCKLAND COUNTY AND THE TOWN OF HAVERSTRAW – SIDEWALK CONSTRUCTION PROJECT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ROCKLAND COUNTY TO PROVIDE GRANT FUNDS TO THE TOWN OF HAVERSTRAW FOR THE SIDEWALK CONSTRUCTION PROJECT, AND

BE IT FURTHER RESOLVED, THE TOWN BOARD HEREBY ISSUES A NEGATIVE DECLARATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT FINDING THIS UNLISTED ACTION OF ENTERING INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY WILL NOT HAVE ANY SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS AS THERE WILL BE A SITE-SPECIFIC ENVIRONMENTAL STUDY CONDUCTED FOR EACH OF THE PROPOSED LOCATIONS AND THE INSTALLATION OF SIDEWALKS AND CROSSWALKS WILL BE MORE PROTECTIVE OF THE ENVIRONMENT.

14. BUDGET ADJUSTMENTS FOR PERIOD ENDING IN JUNE 30, 2025

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND IN THE AMOUNT OF \$6,600,000.00; PART TOWN FUND IN THE AMOUNT OF \$28,000.00; AND SEWER FUND FUND IN THE AMOUNT OF \$585,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN JUNE 30, 2025 (SEE ATTACHED BUDGET ADJUSTMENTS).

15. AUTHORIZATION TO PURCHASE ONE (1) ROBINAR REFRIGERANT RR MACHINE FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT

RESOLVED, BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) ROBINAR REFRIGERANT RRR MACHINE FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT UNDER NY STATE OGS CONTRACT NUMBER PC69879 TO GRAINER

TOWN OF HAVERSTRAW
LOCAL LAW#4 OF 2025
TO AMEND ARTICLE VI PROHIBITED USES AND ACTIVITIES
ENUMERATED, CHAPTER 167-39.D. AND TO AMEND CHAPTER 127-20.A.
MAINTENANCE OF LANDSCAPE

BE IT ENACTED by the Town Board of the Town of Haverstraw, County of Rockland, State of New York, as follows:

Section 1)

Chapter 167-39.D. is hereby amended to read as follows:

§167-39.D.

Action for noncompliance. If the provisions of Subsections A, B and C are not complied with the Town Board shall direct the Building Inspector to give written notice to the owner of such real property to spray, remove, cut or trim the same as may be necessary to remove such hazard. Such notice shall be given in writing by certified mail, return receipt requested or by regular, first class mail or by personal service, to the owner of such property and to the owner's last known address as appears on the latest assessment roll of the Town of Haverstraw. Such notice shall direct that such hazard within Five(5) days of the mailing or delivery of such notice shall be removed.

In the event that the owner of such real property fails to comply with said notice and remove the hazard, the Town Board may authorize the Town Highway Department or such other person, department or independent contractor as it shall deem appropriate to remove, cut or trim such brush, grass, rubbish or weeds causing the hazard or spray the same, charging the total cost thereof to the owner of such real property, plus an administrative fee of \$500.00 which costs shall be assessed and constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged, and the same shall be collected in the same manner and at the same time as other Town charges.

Section 2)

Chapter 127-20 .A. is hereby amended to read as follows:

The premises shall be properly maintained and landscaped. Lawns or other ground cover shall be kept trimmed to a height of no greater than 10 inches. Hedges, bushes and shrubs shall be maintained and kept from becoming overgrown and unsightly where exposed to public view and where the same constitute a blighting factor, depreciating adjoining property and impairing the appearance of the neighborhood.

Section 3)

This local law shall take effect upon filing with the New York Secretary of State.

TOWN OF HAVERSTRAW
LOCAL LAW#5 OF 2025
TO AMEND CHAPTER 53 APPRENTICESHIP TRAINING PROGRAMS

BE IT ENACTED by the Town Board of the Town of Haverstraw, County of Rockland, State of New York, as follows:

Section 1)

Chapter 53 APPRENTICESHIP TRAINING PROGRAMS is hereby Amended to read as follows:

**APPRENTICE SHIP TRAINING PROGRAMS FOR
TOWN CONSTRUCTION CONTRACTS**

I. Purpose

The purpose of this law is to implement Apprenticeship Program requirements in the Town of Haverstraw ("Town") on construction contracts of more than \$250,000. The intent of the Apprenticeship Program is to promote apprenticeship training as authorized by Section 816-b of the New York Labor Law.

II. Definitions

"Alteration"—the process of improving real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

"Apprenticeship Agreement" shall be as defined in New York State Labor Law Article 23.

"Construction contract" shall mean any contract to which the Town of Haverstraw shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, or physical structure of any kind with a value more than \$250,000.

"Construction" means constructing, reconstructing, altering, maintaining, moving, rehabilitating, repairing, renovating or demolition of any building, structure, or improvement, or relating to the excavation of or other development or improvement to land.

"Contractor or subcontractor" shall mean a contractor or subcontractor, which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

“Demolition”—the process of taking down or removing a facility or physical structure from real property; does not include routine repair, operation, or maintenance of existing real property.

“Improvement”—the process of alteration or renovation of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

“Installation” - the process of installing material and equipment in relation to a construction contract as defined above; does not include routine repair, operation, or maintenance of existing real property.

“Maintenance and Repair” shall mean the upkeep of real property that neither adds to its permanent value nor prolongs its intended life appreciably, but instead keeps it in an efficient operating condition.

“Physical Structure”—shall be defined as buildings, garages, shelters, and bridges.

“Real Property” is the land and its permanently affixed buildings and structures.

“Reconstruction”—the process of rebuilding, altering, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property; does not include routine repair, operation, or maintenance of existing real property.

“Rehabilitation” – the process of reconstruction, improvement, alteration, installation, or renovation of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

“Renovation”—the process of reconstruction, improvement, installation, and alteration of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

III. Application

- A. This law shall apply to all Town of Haverstraw construction contracts more than \$250,000.
- B. This law shall apply to all subcontractors that are entitled to receive more than \$25,000 from a Town of Haverstraw construction contract.
- C. This law shall not apply to contracts for the routine repair, operation, or maintenance of existing real property.
- D. This law shall not apply to contracts for the routine repair, operation, or maintenance of Town-owned streams.
- E. This law shall not apply to professional service contracts associated with a Town of Haverstraw construction contract.

- F. This law shall not apply to subcontractors providing only materials, supplies and equipment to a prime contractor.
- G. This law shall not apply to contracts or subcontracts for the purchase, delivery and installation of furnishings, furniture, and office equipment in relation to a construction contract.
- H. This law shall not apply to materials and services purchased under New York State Contracts. The terms and conditions stated in the Office of General Services contract shall apply.
- I. This law shall not apply to projects financed through Federal/State Grants and NYS Revolving Fund financing if those financing agreements prohibit the use of Apprenticeship Training Programs.
- J. This law shall not apply to highway projects that receive federal aid, if the federal aid agreement does not allow the use of Apprenticeship Training Programs or when the New York State Department of Transportation has concluded that the provisions of the Town's Apprenticeship Program law could restrict competition.
- K. This law may not apply to certain contracts that involve the expenditure of federal assistance or contract funds. In this case, the Department Head shall make a written determination as to the reason(s); this law, and the Town's Apprenticeship Program Law do not apply regarding that specific contract.
- L. Original Contract Amount—The Town will utilize the Bid Price or Initial Contract amount by Trade to determine the applicability of the Town's Apprenticeship Program law.
- M. This law shall not apply to Construction contracts in which the original Bid Price or Initial Contract amount is \$250,000 or less, but where the final contract amount is more than \$500,000 due to field change orders.

IV. Required Contractor Certification of Compliance

Contractors shall be required to submit, prior to entering into a construction contract, more than \$250,000, a notarized Certification of Compliance with the Town's Apprenticeship Program Law. As part of this certification, the contractor shall attach and submit proof of apprenticeship agreements from the New York State Commissioner of Labor, and/or agreements with local Trade Unions for the type and scope of work to be performed. Such apprenticeship program must have a graduation rate of at least 30% over the last five years as determined by the New York State Department of Labor and be located within the Hudson Valley, New York (Putnam, Rockland, Westchester, Dutchess, Orange, Sullivan, Ulster, Albany, Columbia, Greene, Rensselaer)

V. Required Subcontractor Certification of Compliance

Contractors shall be required to submit, for each subcontractor receiving more than \$25,000, a notarized Certification of Compliance with the Town's Apprenticeship Program Law. As part of this certification, the subcontractor shall attach and submit proof of apprenticeship agreements from the New York State Commissioner of Labor and/or local Trade Unions for the type and scope of work to be performed. Such apprenticeship program must have a graduation rate of at least 30% over the last five years as determined by the New York State Department of Labor. And be located within the Hudson Valley, New York (Putnam, Rockland, Westchester, Dutchess, Orange, Sullivan, Ulster, Albany, Columbia, Greene, Rensselaer)

VI. Procedure for Review of Prime Contractors Certifications

Prior to award, certification forms received in relation to a bid shall be reviewed for compliance by the Town department that issued the bid documents. Upon determination of compliance, a memorandum stating that the bidder(s) to be awarded a contract(s) have met the requirements of the Town's Apprentice Program Law shall be prepared and included in the permanent bid and contract file.

VII. Procedure for Review of Subcontractors Certifications

Prior to a TownDepartment approving the use of a subcontractor by a prime contractor, the Town Department that issued the bid documents shall review the Certification of Compliance with the Town's Apprenticeship Program Law for all proposed subcontractors. Upon determination of compliance, a memorandum stating that the subcontractor to be approved has met the requirements the process of improving real property shall be prepared and included in the permanent bid and contract file.

VIII. Procedure for Requesting Waiver of Applicability

- A. Instances will arise in which a procedure to waive the applicability of the Town's Apprenticeship Program Law will be in the best interest of the Town. In this case the Department Head that will be issuing the bidding documents or a Contractor shall document in writing to the Director of Purchasing the reason(s) for requesting such a waiver.

Some examples to implement a waiver are as follows:

1. A documented (inwriting) lack of availability or approved apprentice programs for a specific trade within the Hudson Valley.
2. A lack of availability of apprentices in specific trades. A Contractor may apply for a waiver prior to the Bid Opening Date if there are no apprentices available. A Subcontractor may apply for a waiver prior to being approved by the Town if there are no apprentices available.

3. At the request of a Town Department provided they have provided sufficient information to determine that it is in the best interest of the Town to do so.
 4. Contracts in which there is a disproportionately high ratio of material costs to labor costs.
 5. Participating contractors and subcontractors demonstrate a good faith effort to comply.
 6. Other criteria the Purchasing Director deems appropriate, subject to prior review by the Town Board.
- B. If, upon his review of the waiver request, the Town Board determines that the request to waive the applicability of the Town's Apprenticeship Program Law is in the best interests of the Town; then the Town Board shall include approval of such waiver in a Town Board resolution.

IX. Enforcement

The Town Supervisor shall handle all complaints regarding the application of the Town's Apprenticeship Program Law and its enforcement.

Section 2)

This local law shall take effect upon filing with the New York Secretary of State.



DRYJECT NORTH EAST
TURF POUNDERS

PO Box 525
Delaware Water Gap, PA 18327
Phone: 570-421-8800
E-mail: dryjectne@outlook.com

2025 Aeration Quotation/Contract

Christopher Dyroff
PJ Rotella Memorial Golf Course
100 Thiells Mt. Ivy Road
Thiells, NY 10984

Day & Date of Service: Tuesday, August 26

Service	Acre/Sq Ft	Rate	Total
Aerate Greens with 5/8" hollow tines & standard spacing	123,000	0.03244	3,990.00

If day and date of service are specified above,
you may accept this quotation and reserve your date 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

2025 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

1/21/2025

Accepted (Customer):

COUNTY OF ROCKLAND INTERMUNICIPAL AGREEMENT
GRANT FOR SIDEWALK CONSTRUCTION PROJECT
Town of Haverstraw

This INTERMUNICIPAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of _____, 2025, by and between

the COUNTY OF ROCKLAND (the “County”)
11 New Hempstead Rd.
New City, NY 10956

and

Town of Haverstraw (the “Municipality”)
One Rosman Road
Garnerville, NY 10923

WHEREAS, pursuant to Article 5-G of the New York General Municipal Law, municipal corporations are empowered to enter into agreements for the performance of their respective functions, powers, and duties on a cooperative basis; and

WHEREAS, the County and the Municipality desire to cooperate in the construction of sidewalks within the Municipality's jurisdiction along County of Rockland Roads for the mutual benefit of their respective constituents; and

WHEREAS, the County has agreed to provide grant funds to the Municipality for the purpose of constructing said sidewalks; and

WHEREAS, the parties hereto desire to set forth their respective rights and obligations with respect to the sidewalk construction project and the associated grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“Assigned Legislator” – A Legislator whose district encompasses all or part of a Municipality in which a Project is occurring and who has approval authority, as described below, of the scope and funding of each Project within the Legislator’s District.

“Covered costs” or “covered expenses” – Costs or expenses incurred in completing a Project.

“District” or “Legislative District” – The Legislative Districts of the County Legislators as such Districts are defined in the Laws of Rockland County, Chapter 5, *Administrative Code*, § 5-7, *County Legislature; districts; qualification of members*; and Chapter 101, *Legislature, County*, § 101-7, *Composition of County Legislature; residency requirements*.

“Project” – encompasses the (i) engineering and design costs, (ii) environmental review, (iii) administrative costs, (iv) construction labor, and (v) materials necessary for the actual construction of sidewalks and sidewalk adjacent curbing, structures, signage and painting (such as crosswalks) for a specified location. Each Project must be contained wholly within a Project Area. The County Superintendent of Highways will be the final arbiter that the costs submitted by the Municipality fall within this definition of a Project.

“Project Area” – the area of a Project that is concurrently within both a specific Municipality and a specific Legislative District.

“Sidewalk” –includes only the actual sidewalk and curbing. It does not include any other related or appurtenant structure, such as retaining walls or other associated structures necessary to construct or support the sidewalk or its use.

“Allocated Grant Funds” - the sum to be provided by the County to the Municipality for Projects in the Legislative Districts wholly or partially in the Municipality, as determined in accordance with Section 3.1 of this Agreement.

“Force Majeure Event” - any act, event, or condition beyond the reasonable control of a party that prevents or delays that party from performing its obligations under this Agreement, including but not limited to: acts of God; fires; floods; earthquakes; wars; civil disturbances; sabotage; accidents; labor disputes; shortages of labor, fuel, raw materials, or equipment; governmental actions; and pandemics or epidemics.

“Grant Funds” – Any funding provided by the County pursuant to this Agreement.

“Intellectual Property” - any and all inventions, discoveries, developments, improvements, innovations, designs, drawings, trademarks, trade names, copyrights, computer programs, trade secrets, know-how, and all other intellectual property rights, whether or not patentable, registrable, or otherwise protectable under applicable laws.

2. SCOPE OF PROJECT

2.1 The Municipality will undertake and complete Projects in accordance with the procedures and specifications set forth in Schedule B, which is attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained in this Agreement, should there be Allocated Grant Funds remaining after completion of the Project work, the remainder of the Allocated Grant Funds will be utilized by the Municipality for sidewalks in the unincorporated Town.

- 2.2 The Municipality's Projects must take place wholly within the geographical boundaries of the Municipality.
- 2.3 The Assigned Legislator for each Project must approve in writing the location and amount of Grant Funds to be used for each Project in Project Areas within that Legislator's District.
- 2.3 All work performed in connection with any Project must comply with applicable federal, state, county, and local laws, regulations, and standards, including but not limited to the Americans with Disabilities Act and New York State Department of Transportation guidelines for sidewalk construction.
- 2.4 Projects may only be constructed on property owned in fee by the County.
 - (A) Projects may only be constructed as sidewalks adjacent to County roads.
 - (B) Before using private or municipal property for temporary or permanent purposes related to a Project, the Municipality must obtain permission for construction or other activity on each private property from the owners of each property, and from each abutting private property landowners.
 - (C) A Project may proceed even where a property owner withholds permission, but the Project must skip or bypass the property for which permission has been withheld.
- 2.5 Grant Funds may not be used to pay the purchase price of property or to purchase property rights, including but not limited to temporary or permanent easements, or to support any exercise of eminent domain.

3. FINANCIAL ARRANGEMENTS

- 3.1 The County hereby agrees to provide Grant Funds, via reimbursement of covered costs, to the Municipality for the sole purpose of completing Projects in the Municipality, which Grant Funds will not exceed the amount determined as the Allocated Grant Funds for each Legislative District wholly or partially within the Municipality. Allocated Grant Funds will be determined as follows:
 - (A) Determination of the amount of Allocated Grant Funds to the Municipality:
 - (1) The County will provide a Grant Fund authorization of \$1,764,705.88 to each of the County's 17 Legislators.
 - (2) Where the Legislator's District contains only a single municipality: the full \$1,764,705.88 of funding authorized for the Assigned Legislator is available to that part of the municipality that is within the Assigned Legislator's District as the Allocated Grant Fund.
 - (3) Where the Legislator's District contains all or part of multiple municipalities:
 - (a) The proportion of the Assigned Legislator's \$1,764,705.88 authorized funds available for Projects in the Municipality will be

- determined by the Assigned Legislator and be known as the Allocated Grant Fund.
- (b) The Allocated Grant Fund for each Project Area must be set forth in writing and filed with each chief executive officer of a Municipality in the Project Area, the Assigned Legislator, and the County Superintendent of Highways.
 - (c) In the absence of a writing memorializing the Allocated Grant Funds for a particular Project Area, no claims will be paid.
- (4) The Assigned Legislator may amend a Project, including the proportion of Grant Funds allocated for a Project Area.
- (a) The amendment must be memorialized in writing and signed by the Assigned Legislator and the chief executive officer for the Project Area, and the County Superintendent of Highways.
 - (b) Funds may not be transferred from one Project Area to another in the absence of a formal amendment agreed to by the chief executive officer of the Municipality and the Assigned Legislator, and filed with the County Superintendent of Highways.
- (5) In the event that, for any reason, including but not limited to an amendment of the Allocated Grant Funds available to a Municipality for one or more Projects fall below the amount necessary to complete a Project, or the portions of the Project already completed or to be completed, the Municipality will be responsible for all unfunded costs of its Project not already incurred or committed to by the Municipality, which shall be subject to reimbursement by the County.
- (6) If the County receives earmarked funds from a third-party that are designated to apply to a Project, then, upon acceptance by the County Legislature the additional designated funds must be reported to the County Superintendent of Highways and delivered to the County Commissioner of Finance. At the discretion of the Municipality, and subject to the approval of the Assigned Legislator, the additional designated funds may be used, subject to any conditions of its receipt, to expand the Project, fund an additional Project, or reduce the Grant Funds budgeted for the Project freeing up the substituted Grant Funds for an amendment to another Project, or commence an additional Project that is both within the Municipality and the Assigned Legislator's District. Amendments to Project budgets or new Projects must be approved by the Assigned Legislator and promptly reported to the County Superintendent of Highways.
- (7) Subject to approval through the County budgeting process, the County intends to allocate \$10,000,000 per fiscal year, for three consecutive years (\$30,000,000 in total) to fund this program. Reimbursement will be on a first come first served basis. The County's maximum expenditure for this program, for reimbursement to all Towns and Villages, countywide, will not exceed \$30,000,000 over the three years of the program. With respect to reimbursements to all of the Towns and Villages of the County, only the

first \$10,000,000 of claims per year, plus any amount rolled over from the prior year, will be available for claims under this program.

- (B) Grant Funds will be paid by the County on a reimbursement basis for covered costs incurred and paid by the Municipality.
- (C) The Municipality must submit its vouchers with appropriate supporting invoices, bills, or other demands for payment, and proof of the Municipality's payments of covered costs, to the County Superintendent of Highways. Unsupported claims will not be reimbursed.
- (D) The Municipality may not claim Grant Funds for any other purpose than reimbursement of covered costs.
- (E) Projects must be approved by the Assigned Legislator and the County Superintendent of Highways before any claim for reimbursement will be paid.

- 3.2 Claims for Grant Funds will be disbursed to the Municipality upon the County Superintendent of Highway's receipt of a voucher in a form suitable to the County Superintendent of Highways from the Municipality that states the claim for reimbursement and provides proof of covered costs paid. Vouchers may be submitted at the conclusion of each quarter. Quarters end March 31, June 30, September 30, and December 31. Expenses incurred and subject to claim, but not claimed after two quarters, are forfeited. Claims delayed for lack of County appropriations will be applied to the next fiscal year's appropriations in the order that they were received, up to the limits described in this Agreement.
- 3.3 The Municipality must maintain detailed records of all Project expenditures and must, upon the County's request, provide the County with a full accounting of the claims for Grant Funds.
- 3.4 The County reserves the right to withhold, recover, or claw back Grant Funds in the event of the Municipality's non-compliance with the terms of this Agreement.

4. PROJECT TIMELINE AND MILESTONES

- 4.1 Projects must be completed no later than the date of termination of this Agreement subject to any adjustments allowed by this Agreement.
- 4.3 The parties acknowledge that Project timeline may require adjustment based on various factors, including but not limited to project scope, complexity, and unforeseen circumstances. Any proposed changes to the project timeline must be submitted in writing to the Assigned Legislator and the County Superintendent of Highways for amendment to the affected Project's approval, which approval will not be unreasonably withheld.
- 4.4 In the event of a delay caused by a Force Majeure Event or other circumstances beyond the Municipality's reasonable control, the project timeline will be extended by a period equal

to the duration of such delay, provided that the Municipality has complied with the notice requirements set forth in section 4.3 above.

5. ROLES AND RESPONSIBILITIES

- 5.1 The Municipality is responsible for:
- (A) Project management, including design, bidding, and construction oversight;
 - (B) Selection and engagement of qualified contractors in compliance with applicable procurement laws;
 - (C) Obtaining all necessary property ownership, permits and approvals for the Project;
 - (D) Ensuring compliance with all applicable laws, regulations, and standards;
 - (E) Maintaining accurate records of all Project activities and expenditures;
 - (F) Providing regular progress reports to the County as specified in Section 6; and
 - (1) Compliance with all applicable safety standards, with zero major safety violations during construction;
 - (2) Timely submission of all required reports and documentation, with no more than one instance of late submission.
- 5.2 The County Superintendent of Highways is responsible for:
- (A) Disbursement of Grant Funds in accordance with this Agreement;
 - (B) Review and approval of Project plans and specifications;
 - (C) Periodic inspection of the Project to ensure compliance with agreed-upon standards; and
 - (D) Final acceptance of the completed Project, in conjunction with the Assigned Legislator.
- 5.3 The Municipality is responsible for the actions of its contractors and subcontractors. All contractors and subcontractors engaged by the Municipality for the Project must:
- (A) Be licensed and bonded in accordance with New York State's, the County's, and the Municipality's laws;
 - (B) Maintain insurance coverage as required by this Agreement; and
 - (C) Comply with all applicable laws, regulations, and standards.

These obligations are further detailed in Schedule A.

6. REPORTING AND OVERSIGHT

- 6.1 The Municipality must provide written progress reports to the County Superintendent of Highways according to the following schedule:
- (A) For projects with a duration of 6 months or less: Monthly reports
 - (B) For projects with a duration of 6-12 months: Bi-monthly reports
 - (C) For projects with a duration exceeding 12 months: Quarterly reports
- 6.2 Each progress report will detail:

- (A) Work completed to date;
 - (B) Expenditures to date;
 - (C) Any issues or delays encountered;
 - (D) Updated timeline for remaining work;
 - (E) Performance metric status; and
 - (F) Any proposed changes to Project scope, timeline, or budget.
- 6.3 The County Superintendent of Highways, the Assigned Legislator, or their agents or contractors, have the right to inspect Project sites and review all Project records at any reasonable time upon providing 24 hours' notice to the Municipality.
- 6.4 Upon completion of the Project, the Municipality must provide a final report to the County, including:
- (A) A detailed description of the completed work;
 - (B) A full accounting of all expenditures;
 - (C) Copies of all permits and approvals obtained;
 - (D) Certification by the Municipality's engineer that the Project has been completed in accordance with the approved plans and specifications; and
 - (E) Documentation of compliance with all performance metrics.
- 6.5 The County has the right to conduct financial and performance audits of any Project and the claims for, and disbursements of, Grant Funds. The Municipality must cooperate fully with any such audit and provide access to all relevant records and documentation. The County will provide at least five business days' notice prior to commencing an audit. This term will survive the general termination or expiration of this Agreement by seven years.

7. COMPLIANCE WITH LAWS AND ENVIRONMENTAL REQUIREMENTS

- 7.1 The Municipality must comply with all applicable federal, state, county, and local laws, regulations, and standards in the performance of the Project, including but not limited to:
- (A) New York State Labor Law;
 - (B) New York State Environmental Quality Review Act (SEQRA);
 - (C) New York State Department of Transportation regulations;
 - (D) Americans with Disabilities Act;
 - (E) All applicable local building codes and zoning ordinances;
 - (F) New York State Department of Environmental Conservation regulations;
 - (G) Clean Water Act and Clean Air Act, as applicable.
- 7.2 Prior to commencing construction, the Municipality must:
- (A) Conduct an environmental impact assessment in accordance with SEQRA requirements;
 - (B) Obtain all necessary environmental permits and approvals;
 - (C) Develop and implement an environmental management plan to mitigate any identified environmental impacts.

- 7.3 The Municipality will provide copies of all environmental assessments, permits, and management plans to the County Superintendent of Highways and the Assigned Legislator(s) for their review and approval prior to commencing construction. No payments of Grant Funds will be payable in the absence of such approval.

8. INDEMNIFICATION AND INSURANCE

- 8.1 To the fullest extent permitted by law, the Municipality, its contractors, and subcontractors shall indemnify, defend, and hold harmless the County, its official, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Municipality, its contractors, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 8.2 The Municipality must ensure its contractors, and subcontractors procure and maintain, at its own expense, the following insurance coverage:
- (A) Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate;
 - (B) Workers' Compensation and Employee Benefits Insurance as required by New York State law;
 - (C) Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage;
 - (D) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, covering errors and omissions in the performance of professional services related to the Project.
- 8.3 The County must be named as an additional insured on all policies except Workers' Compensation and Professional Liability. The Municipality must provide certificates of insurance evidencing the required coverage prior to commencing work on the Project and must maintain such coverage throughout the duration of the Project. Reimbursements may be withheld for any period of time that such coverage for the County is not maintained.

9. DISPUTE RESOLUTION AND TERMINATION

- 9.1 In the event of a dispute arising out of or relating to this Agreement, the parties must, as a condition precedent to any lawsuit or alternative dispute resolution, attempt to resolve such dispute through good faith negotiations or submission to mediation before an agreed upon neutral mediator. The cost of mediation will be shared equally by the parties. However, if

a party is uncooperative or dilatory in participation in mediation, then the any other party may proceed directly to alternative dispute resolution. The mediator will be selected by the Legislator(s) within whose district the relevant Project(s) is taking place.

- 9.3 This Agreement may be terminated by either party upon thirty (30) days' written notice in the event of a material breach by the other party, provided that the breaching party has not cured such breach within the notice period. For purposes of this Agreement, a "material breach" shall include, but not be limited to:
- (A) Failure to comply with applicable laws and regulations;
 - (B) Misuse or misappropriation of Grant Funds;
 - (C) Failure to meet project milestones without reasonable justification;
 - (D) Substantial deviation from approved plans and specifications without prior written approval;
 - (E) Failure to maintain required insurance coverage; or
 - (F) Other violation of a term of this Agreement.
- 9.4 In the event of termination due to the Municipality's material breach, the County may, in addition to any other remedies available at law or in equity:
- (A) Withhold any unpaid portion of the Grant Funds;
 - (B) Require the Municipality to repay any Grant Funds already disbursed;
 - (C) Complete the Project itself or through a third party, with the Municipality liable for any excess costs incurred.
- 9.5 In the event of termination due to the County's material breach, the Municipality shall be entitled to recover from the County all documented costs and expenses incurred up to the date of termination, including reasonable demobilization costs up to the amounts authorized by this agreement.

10. MISCELLANEOUS PROVISIONS

- 10.1 **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of New York. Any lawsuit concerning a dispute over the terms of this Agreement must be venued in the Supreme Court of the State of New York for the County of Rockland or the Southern District Court of the State of New York in White Plains, New York.
- 10.2 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 10.3 **Entire Agreement:** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

- 10.4 Amendments: This Agreement may be amended only by a written instrument signed by both parties.
- 10.5 Assignment: Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- 10.6 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:
- | | |
|--|---|
| If to the County:
County of Rockland
c/o Office of the County Executive
New City, NY 10956 | with a copy to:
Office of the County Attorney
County of Rockland
11 New Hempstead Rd.
New City, NY, 10956 |
| If to the Municipality:
Town Supervisor
Town of Haverstraw
One Rosman Road
Garnerville, NY 10923 | with a copy to:
Town Attorney
Town of Haverstraw
One Rosman Road
Garnerville, NY 10923 |
- 10.7 Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 10.8 Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event. The party affected by such an event shall notify the other party in writing within five (5) business days of the occurrence of the Force Majeure Event. The notification shall provide evidence of the Force Majeure Event and state the anticipated duration of the delay. The affected party shall use reasonable efforts to mitigate the effect of the Force Majeure Event and resume performance as soon as possible. If the delay caused by the Force Majeure Event lasts for a period of more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.
- 10.9 Confidentiality: Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed in connection with this Agreement, except as required by law or with the written consent of the disclosing party.
- 10.10 Change Orders: Any changes to the Project scope, timeline, or budget must be approved in writing by both parties through a formal change order process. Change orders shall detail the proposed changes, the reasons for the changes, and any adjustments to the project timeline, budget, or other relevant terms of this Agreement.

- 10.11 Intellectual Property: Any Intellectual Property developed specifically for the Project shall be owned jointly by the County and the Municipality. Each party grants to the other a non-exclusive, royalty-free license to use such Intellectual Property for purposes related to the Project. Pre-existing Intellectual Property of either party shall remain the sole property of that party.
- 10.12 Survival: The provisions of Sections 3.6, 6.5, 8.1, 9, 10.9, and 10.11 shall survive the termination or expiration of this Agreement.
- 10.13 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.14 Authority: Each person signing this Agreement represents and warrants that the person, in their official capacity, has the full right, power, and authority to enter into and perform this Agreement, and that the person, in their official capacity, signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 10.15 Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.16 Time is of the Essence: Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.
- 10.17 Further Assurances: Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- 10.18 Term: Unless specified elsewhere in this agreement, the duties and obligations of the Parties set forth in this Agreement commence on the date of full execution by all Parties, and expire, and thus terminated, on December 31, 2027, except for the County's obligation to reimburse the Municipality for any costs incurred or committed to before that date.

THIS SPACE IS INTENTIONALLY BLANK

Signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF ROCKLAND:

DEPARTMENT OF HIGHWAYS
(Approved for signature by
the County Executive)

By: _____
Charles H. Vezzetti
Superintendent of Highways

DEPARTMENT OF LAW
(Approved as to form and legal authority)

By: _____
[Name]
Principal Assistant County Attorney

COUNTY OF ROCKLAND

By: _____
Edwin J. Day
County Executive

TOWN OF HAVERSTRAW

By: _____
Howard T. Phillips, Jr.
Supervisor

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2025 before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2025 before me, the undersigned, personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule A: Project Plans and Specifications

Detailed project plans and specifications, including but not limited to:

1. Scope of work
2. Design drawings
3. Construction specifications
4. Materials list
5. Quality control measures
6. Safety protocols
7. Environmental mitigation measures
8. Accessibility compliance details
9. Landscaping plans (if applicable)
10. Drainage and stormwater management plans

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Prepare Inter Municipal Agreement	COUNTY	
Prepare Resolution for execution of IMA	COUNTY/Municipality, respectively	
Execute Agreement	Municipality, COUNTY, respectively	
Define Project Scope, Including scope of work for engineering phases	Municipality/COUNTY (by the Assigned Legislator and County Superintendent of Highways)	Project Initiated
Select Consultant for Design or Design/Construction Inspection (CI) (if needed): Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Qualify/Select ROW Consultant (if needed)	Municipality	Executed Agreement needed before Consultant Contract executed
Collect Data, Develop Feasible Alternative(s)	Municipality and the Assigned Legislator	
Design Criteria Approval (including approval of non-design standards and construction specifications)	COUNTY (by the County Superintendent of Highways)/Municipality	Data necessary to determine Design Criteria
Prepare Title Abstracts, ROW appraisals and Acquisition Maps (if needed)	Municipality	Adequate development of feasible alternatives to determine ROW needs
Initiate coordination with affected Utility Companies and Railroads	Municipality	Needed utility work identified
Approve Non-Standard Features	COUNTY (by the County Superintendent of Highways)/Municipality	Recommendation from a Professional Engineer

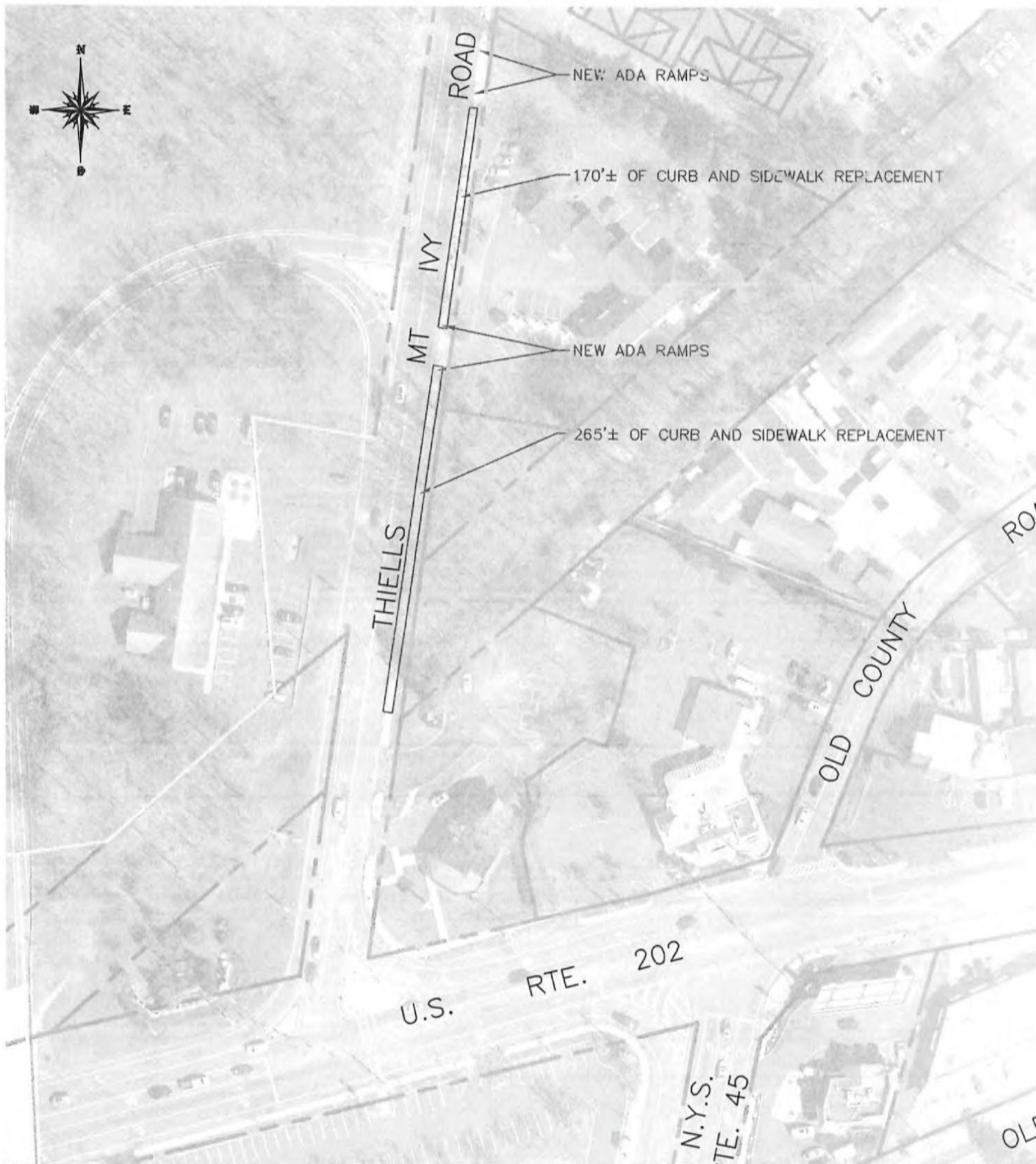
ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Conduct Public Information Meetings(s) and, if needed, Public Hearing	Municipality and the Assigned Legislator	Proper notice(s)
Resolve comments as needed from Public Information Meeting(s), Public Hearing, if held, or Advisory Agency Reviews	Municipality and the Assigned Legislator	Comments received
Prepare ROW Plan (if needed)	Municipality	Feasible alternatives identified
Prepare and complete right of way or appraisal maps	Municipality	
Make offers to affected property owners and secure title to ROW	Municipality	
Prepare and finalize plans, specifications and estimate	Municipality	Design Approval
Acquire needed permits	Municipality	Needed permits identified
Secure Utility Relocation Agreement(s) and Railroad Agreement(s)	Municipality	Design Approval
Prepare Construction Contract Documents	Municipality	
Include special notes in Contract Documents, i.e. Railroad Insurance Requirements, Utilities, etc.	Municipality	Design Approval
Select Consultant for construction inspection (CI), if CI services are not being provided by Design Consultant: Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Advertise for Bids	Municipality	
Conduct Bid Opening	Municipality	
Analyze Bids and Recommend Award	Municipality	Project Bid Opening
Prepare Award Package	Municipality	Analyze bids
Request Concurrence for Contract Award	Municipality	Prepare Memorandum of Bids to document analysis
Award Contract	Municipality	COUNTY concurrence, as needed
Contract Administration and Construction Inspection	Municipality	Approval by County Superintendent of Highways
Materials Certification and Testing	Municipality	Approval by County Superintendent of Highways
Approve Contract Change Orders	Municipality (with COUNTY concurrence by Assigned Legislator and Superintendent of Highways in certain circumstances)	Approval by County Superintendent of Highways

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Contract Claims, as needed	Municipality	Claim Procedures Included in Contract Bid Documents
Accept Construction Contract	Municipality	Punch List work completed
Verify Completion	COUNTY (by Superintendent of Highways and Assigned Legislator(s))	Municipality notification Punch List work is complete
Prepare and submit Reimbursement Requests	Municipality	Receipts for Payment
Process Reimbursement Requests and provide reimbursement	COUNTY	
Project Documentation	Municipality	

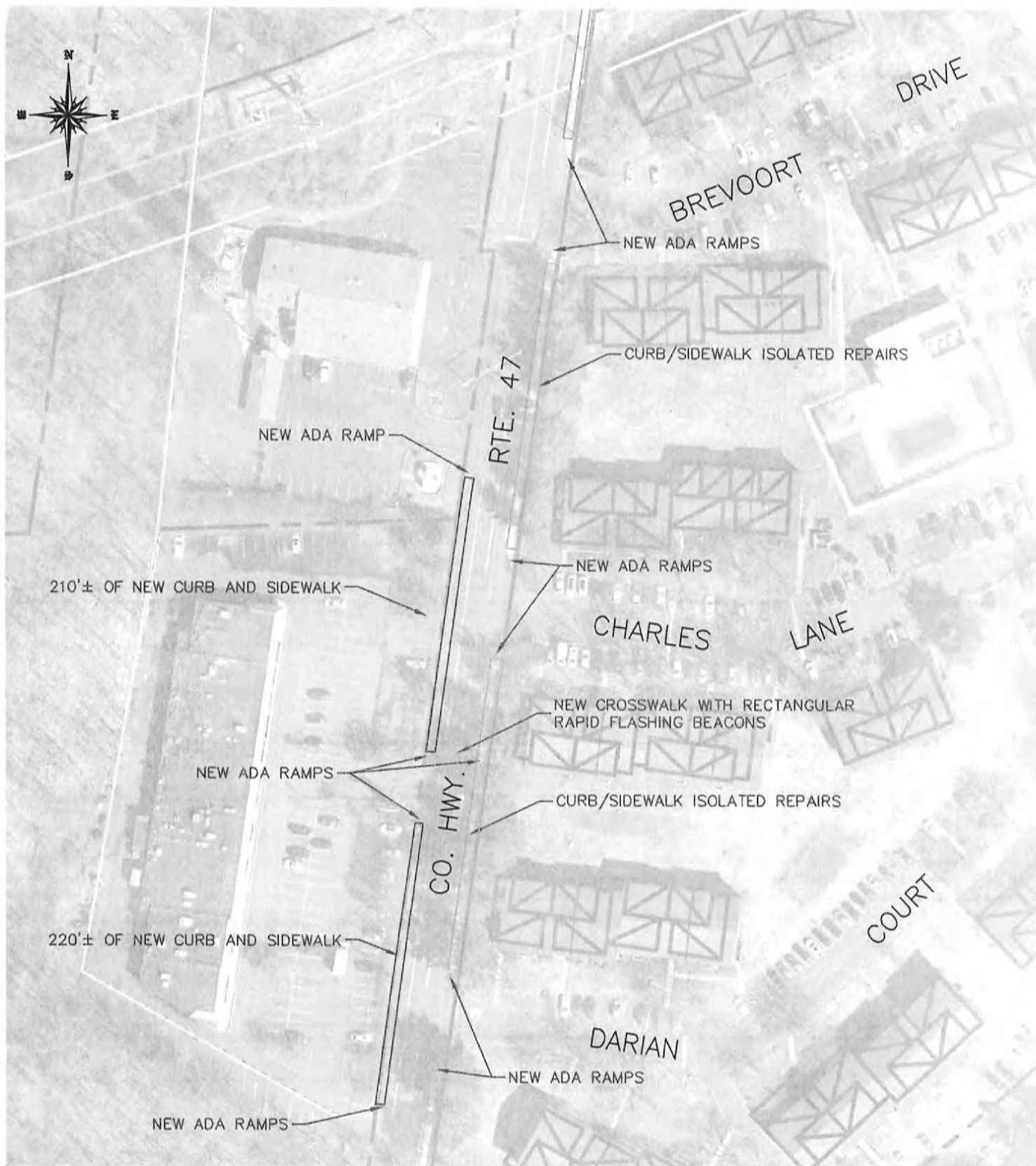
Schedule B: Project Area Map

Detailed map of the project areas in the Municipality to be attached, including but not limited to:

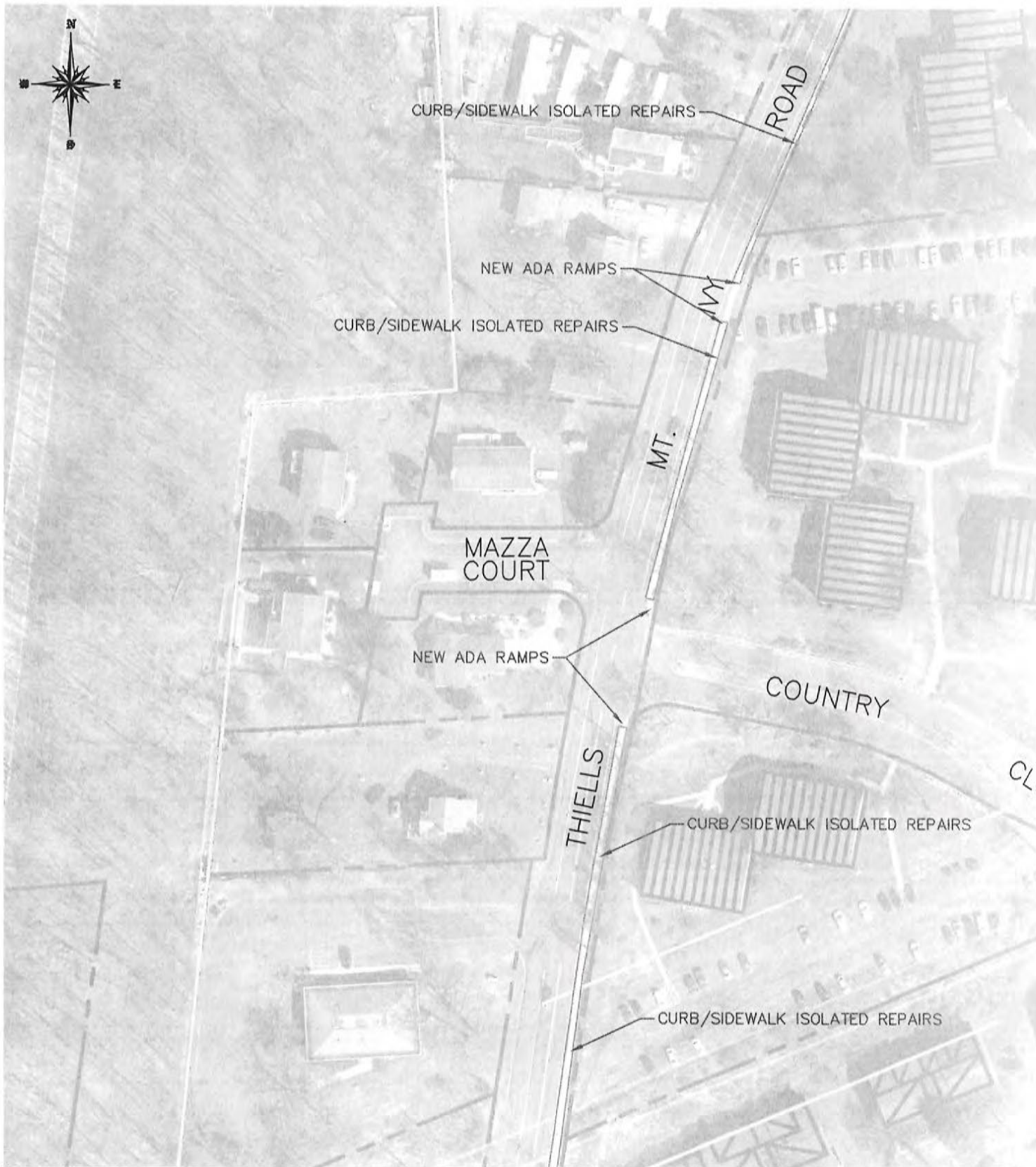
1. Precise location of sidewalk construction
2. Property Boundaries
3. Existing infrastructure
4. Proposed improvements
5. Environmental features (e.g., waterways, protected areas)
6. Scale and orientation
7. Legend
8. Date of map creation
9. Surveyor's certification (if applicable)



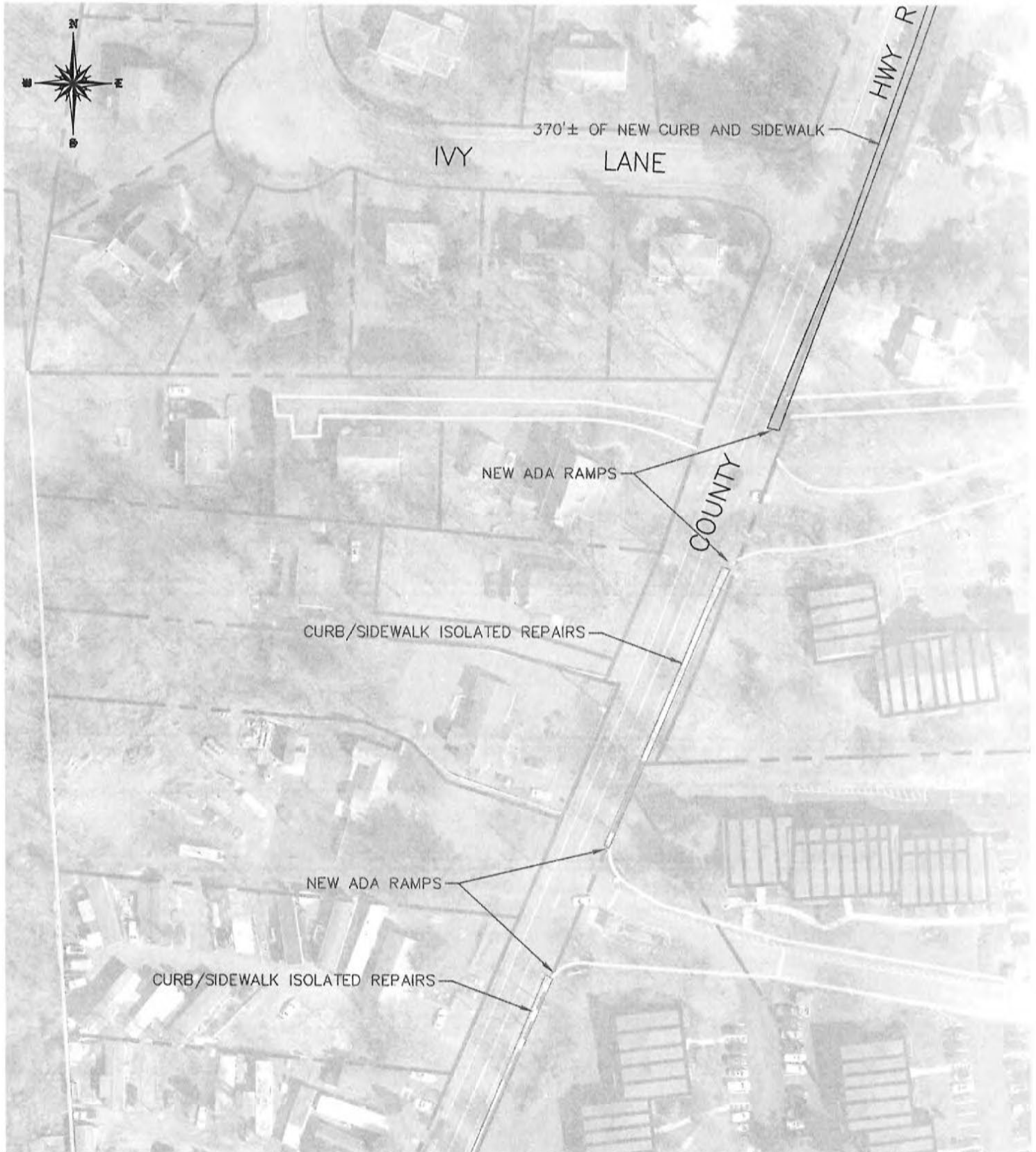
 CIVIL DESIGN WORKS LLC - CIVIL ENGINEERING CONSULTANTS AND DESIGNERS - 254 S MAIN STREET · SUITE 308 · NEW CITY · NEW YORK · 10956 TEL: 845-264-6441 DISCLAIMER: UNAUTHORIZED ALTERATION OR ADDITIONS TO THESE PLANS IS A VIOLATION OF THE N.Y.S. EDUCATION LAW, ARTICLE 145, SECTION 7209, SUBSECTION 2.	SHEET TITLE: THIELLS MT IVY ROAD PEDESTRIAN IMPROVEMENTS	BY: GM DATE: 6.10.25
		PROJ #: THAV25-101
		SHEET NUMBER: C1



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		PROJ #: THAV25-101
		SHEET NUMBER: C2



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		PROJ #: THAV25-101
		SHEET NUMBER: C3



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PLANS IS A VIOLATION OF THE N.Y.S. EDUCATION LAW, ARTICLE 145,
SECTION 7209, SUBSECTION 2.

SHEET TITLE:

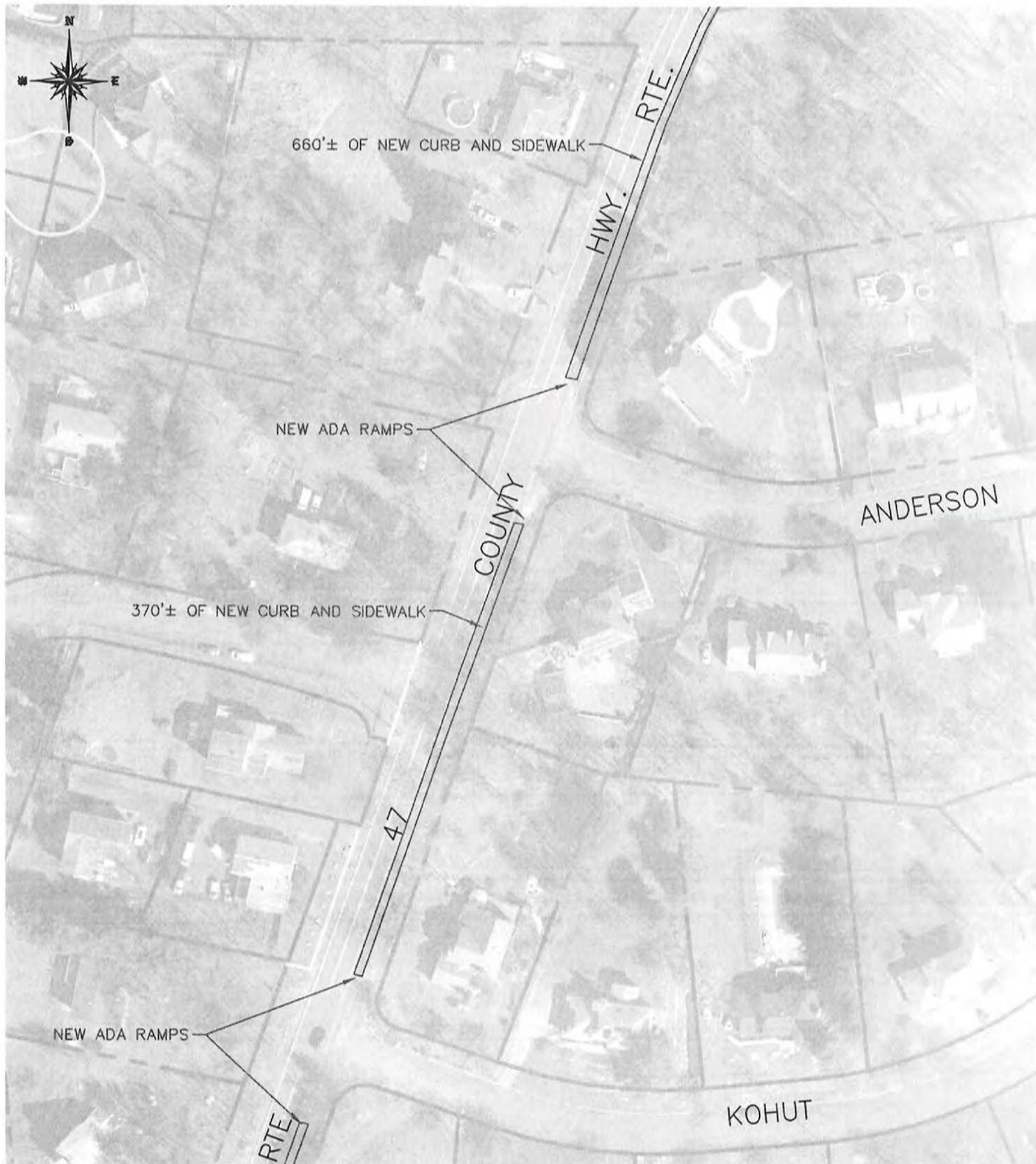
THIELLS MT IVY ROAD PEDESTRIAN IMPROVEMENTS

BY: GM DATE: 6.10.25

PROJ #: THAV25-101

SHEET NUMBER:

C4



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SHEET TITLE:

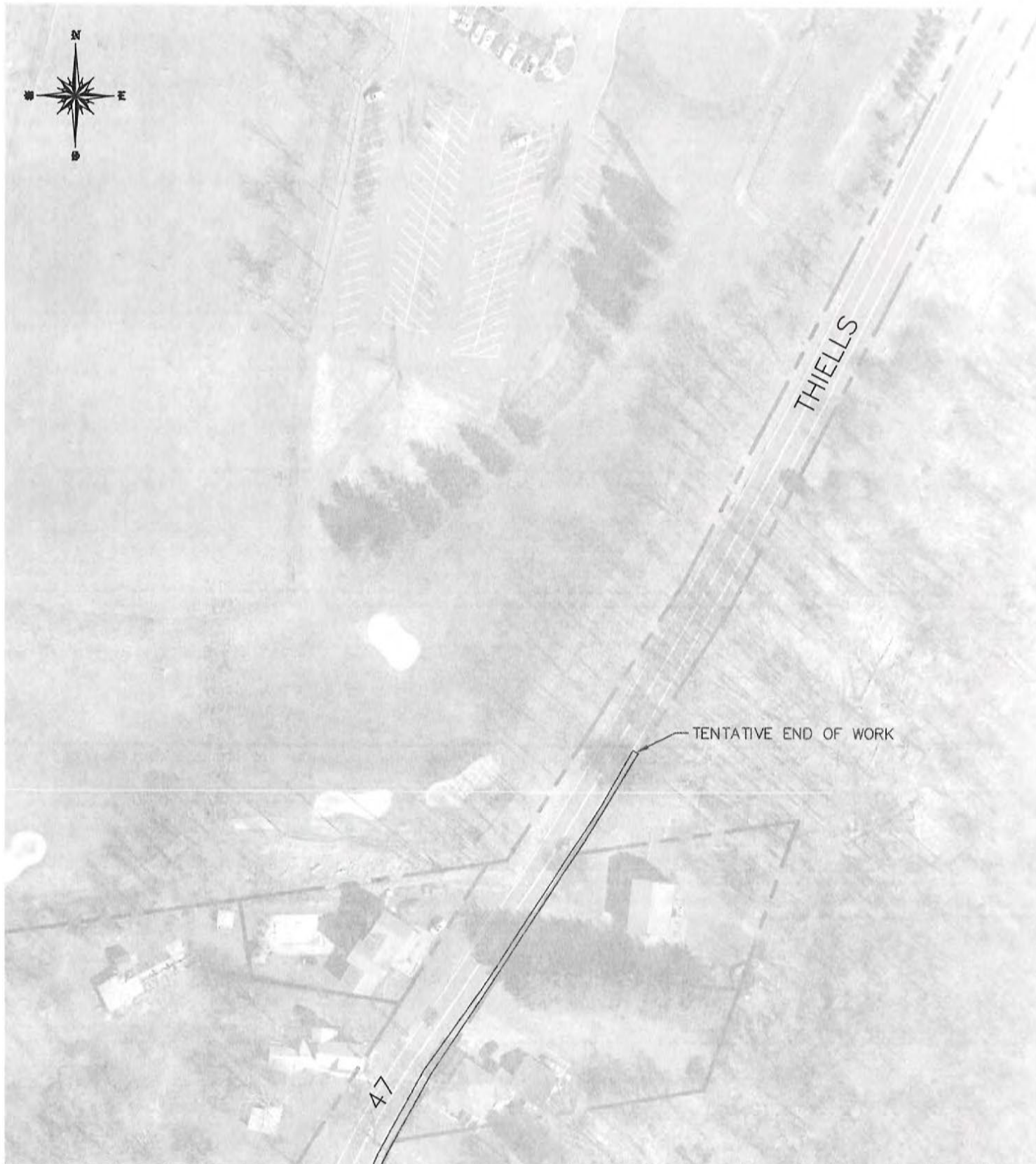
THIELLS MT IVY ROAD PEDESTRIAN IMPROVEMENTS

BY: GM DATE: 6.10.25

PROJ #: THAV25-101

SHEET NUMBER:

C5



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SECTION 7209, SUBSECTION 2.

SHEET TITLE:

THIELLS MT IVY ROAD PEDESTRIAN IMPROVEMENTS

BY: GM DATE: 6.10.25

PROJ #: THAV25-101

SHEET NUMBER:

C6

Town of Haverstraw
Budget Adjustments
For period ending 6-30-2025

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
GENERAL FUND				
	Unallocated Insurance	A-1910-0400	\$ 25,000.00	
	Spec Rec Golf Equipment	A-7150-0200	\$ 50,000.00	
	Leases - Principal	A-9788-0600	\$ 25,000.00	
	Capital Project Fund	A-9950-0900	\$ 6,500,000.00	
	Contingent	A-1990-0400		\$ 100,000.00
REVENUE ACCT	Appropriated Fund Balance	A-0000-2999		\$ 6,500,000.00
			\$ 6,600,000.00	\$ 6,600,000.00

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
PART TOWN FUND				
	Unallocated Insurance	B-1910-0400	\$ 2,000.00	
	Safety Inspection Contractual	B-3620-0400	\$ 25,000.00	
	Leases - Principal	B-9788-0600	\$ 1,000.00	
	Contingent	B-1990-0400		\$ 28,000.00
			\$ 28,000.00	\$ 28,000.00

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
Sewr Fund FUND				
	Bond Anticipation Principal	SS-9730-0600	\$ 585,000.00	
REVENUE ACCT	Debt Revenue other Government	SS-0000-5100		\$ 585,000.00
			\$ 585,000.00	\$ 585,000.00



To: Supervisor Howard T. Phillips, Jr.
Town Board Members

From: J Bart Gordon. Superintendent of Highways

Date: July 1, 2025

Re: Purchase of Refrigerant recharge unit

The Highway Department requests your permission to purchase a ROBINAIR Refrigerant RRRR Machine: Refrigerant, Recover, Recycle, and Recharge Machine. R-134a compliant auto air conditioning recharge unit to enable air conditioning repairs on the town fleet.

NY STATE OGS
PC69879
W.W. Grainger, Inc.
D/B/A Grainger 1000009167
100 Grainger Parkway
Lake Forest, IL 60045

\$7069.60

Respectfully,

John B. Gordon

Superintendent of Highways



Product Categories / Fleet & Vehicle Maintenance / Vehicle Tools / Vehicle Heating & Cooling Tools /
C Refrigerant Machines & Accessories / AC Refrigerant Machines / ROBINAIR Refrigerant RRR Machine...



ROBINAIR Refrigerant RRR Machine: Refrigerant Recover, Recycle, Recharge Machine, R-134a

Item **38UP52** Mfr. Model **34788NI**

Web Price 
\$7,069.60 / each 

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

☒ Ship

☐ Pickup

Expected to arrive Tue. Jun 10.

Ship to **10993** | Change

Shipping Weight **201 lbs**

Ship Availability Terms

Add to List

Product Details

Catalog Page **891**

Brand **ROBINAIR**

Color **Gray**

Compatible Vehicle Type **Gas Vehicles**

Connectivity **Wi-Fi Capable (Receiver Not Included)**

Display Size **4.3 in**

Display Type **QVGA Color LCD**

Features

4788 also Boasts the Ability to Add a Printer; Automatic Refrigerant Refill; Leak Testing; Oil Drain/Inject - Putting A/C Lubricant Back into the System; Refrigerant Identifier and Wireless Module for Wi-Fi or Bluetooth® Communication; USB Data Sharing

Filter-Drier Capacity **150 lb**

Functions

**A/C Component Flushing
Automatic Oil Injection
Service Record Storage
Vacuum Leak Test**

Material **Plastic**

Maximum Operating Temperature **120 °F**

Operation **Automatic**

Overall Depth **36 in**

Alternate Products



ROBINAIR Refrigerant RRR Machine: Refrigerant Recover, Recycle, Recharge Machine, R-134a

Item **407K04**

Web Price 
\$5,899.97 / each

Qty
1

Add to Cart

 Chat with an Agent