HAVERSTRAW TOWN BOARD
OCTOBER 27, 2026

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 OCTOBER 13, 2026.

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. ADOPTION OF HOMESTEAD ADJUSTED BASE PROPORTIONS FOR THE TOWN OF HAVERSTRAW

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF HARLEY V. MCNALLY, TOWN ASSESSOR, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ADOPT THE HOMESTEAD ADJUSTED BASE PROPORTIONS TO BE USED FOR THE 2027 TOWN TAX LEVY.

7. AUTHORIZATION TO SETTLE TAX CERTIORARI – PALISADES GARDEN CONDOMINIUM

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 PALISADES GARDEN CONDOMINIUM (89/25.19-3-1./103-1908), TOWN OF HAVERSTRAW FOR TAX YEARS 2022, 2023, 2024, 2025 AND 2026 BASED UPON THE FOLLOWING AMOUNTS ON THIS LOCATION:

PARCEL 89/25.19-3-1./103-1908

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2022	3,354,428	3,354,428	0	$0
2023	3,354,428	3,354,428	0	$0
2024	3,354,428	3,018,985	335,443	$9,941
2025	3,354,428	2,582,910	771,518	$24,074
2026	3,354,428	2,180,378	1,174,050	$0

Total: $34,015

8. SET DATE FOR PUBLIC HEARING - 2027 PRELIMINARY TOWN BUDGET

RESOLVED, THAT THE TOWN CLERK BE AND SHE HEREBY IS AUTHORIZED TO PUBLISH A NOTICE THAT A PUBLIC HEARING SHALL BE HELD ON THE PRELIMINARY TOWN BUDGET FOR THE TOWN OF HAVERSTRAW FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2027, AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, ON ------, NOVEMBER, -2026 AT 7:00 P.M., AND THAT ALL INTERESTED PARTIES ARE INVITED TO ATTEND AND SHALL BE HEARD BY THE BOARD, AND BE IT FURTHER

RESOLVED, THAT PURSUANT TO THE PROVISIONS OF THE TOWN LAW THE PROPOSED ANNUAL SALARIES ARE HEREBY SPECIFIED AS FOLLOWS:

SUPERVISOR	**$171,889.56**
COUNCILMAN (EACH)	**$38,000.00**
TOWN CLERK	**$113,436.39**
HIGHWAY SUPERINTENDENT	**$129,817.37**

9. SCHEDULE PUBLIC HEARING – TO OVERRIDE THE TAX LEVY LIMIT 2026 BUDGET ESTABLISHED IN GENERAL MUNICIPAL LAW 3-c

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT FOR THE 2027 BUDGET ESTABLISHED IN GENERAL MUNICIPAL LAW 3-c. SAID PUBLIC HEARING WILL BE HELD ON WEDNESDAY, NOVEMBER 4, 2026 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.

10. APPROVAL OF PAYMENT OF DEDUCTIBLE IN THE MATTER OF YORADY DEL CARMEN DOMINGUEZ, PARENT ON BEHALF OF AGD, A MINOR

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE PAYMENT TO TRAVELERS INSURANCE IN THE SUM OF $25,000.00 ON BEHALF OF THE TOWN'S DEDUCTIBLE PORTION OF THE INSURANCE SETTLEMENT PAID TO YORADY DEL CARMEN DOMINGUEZ, PARENT ON BEHALF OF AGD, A MINOR.

11. AUTHORIZATION FOR SUPERVISOR TO SIGN NEW NATIONAL OPIOID SETTLEMENT AGREEMENT WITH ALBERTSONS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN THE NEW NATIONAL OPIOID SETTLEMENT AGREEMENT WITH ALBERTSONS.

12. ADOPTION OF AMENDED EMERGENCY OPERATIONS PLAN FOR THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD HEREBY ADOPTS THE ATTACHED AMENDED EMERGENCY OPERATIONS PLAN FOR THE TOWN OF HAVERSTRAW.

13. AWARD OF RFQ NO. 35-2026 – PURCHASE OF TWENTY-ONE (21) ORION9340 CASE (36) OF ORION 30-MINUTE FLARES WITH WIRE STAND – TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT TWO (2) RFQs WERE SUBMITTED TO CHIEF OF POLICE JOHN J. GOULD, JR., FOR THE PURCHASE OF TWENTY-ONE (21) ORION9340 CASE (36) OF ORION 30-MINUTE FLARES WITH WIRE STAND FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 35- -2026 TO TRAFFIC SAFETY STORE OF WEST CHESTER, PENNSYLVANIA, AT A COST OF $2,976.11, THE LOWEST QUOTE.

14. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO A RENEWAL AGREEMENT WITH TRANSFINDER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A SOFTWARE CONTRACT & LICENSE, RENEWAL AGREEMENT WITH TRANSFINDER OF SCHENECTADY, NEW YORK FOR THE PATROLFINDER SOFTWARE ANNUAL RENEWAL FOR POLICE VEHICLES FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE OCTOBER 10, 2026 TO OCTOBER 9, 2027, AT A COST OF $21,000.00.

15. INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF RAMAPO AND THE TOWN OF HAVERSTRAW – TOWN ASSESSOR

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF RAMAPO TO PROVIDE CERTAIN ASSESSMENT SERVICES TO HAVERSTRAW FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 FOR A TOTAL FEE OF $115,762.80.

16. RESOLUTION TO APPROVE A SPONSORSHIP FOR THE VETERANS ANGELS OF HOPE "TURKEYS FOR VETS" PROGRAM

WHEREAS, THE TOWN OF HAVERSTRAW TOWN BOARD WISHES TO SUPPORT THE VETERANS ANGELS OF HOPE "TURKEYS FOR VETS" PROGRAM; AND

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES A SPONSORSHIP TO VETERANS ANGELS OF HOPE IN THE AMOUNT OF $1,000.00 FOR SAID PROGRAM, EFFECTIVE OCTOBER 27, 2026.

17. AGREEMENT WITH ROCKLAND PARAMEDIC SERVICES, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH ROCKLAND PARAMEDIC SERVICES, INC. OF CHESTNUT RIDGE, NEW YORK TO PROVIDE PARAMEDIC SERVICES TO THE TOWN OF HAVERSTRAW FOR THE TERM COMMENCING JANUARY 1, 2027 AND ENDING ON DECEMBER 31, 2027 AT A COST OF $1,134,274.00.

18. APPOINTMENT TO THE ZONING BOARD OF APPEALS

RESOLVED, THAT WILLIAM PHILLIPS OF GARNERVILLE, NEW YORK, BE AND HE IS HEREBY APPOINTED TO THE TOWN OF HAVERSTRAW ZONING BOARD OF APPEALS TO FILL THE UNEXPIRED TERM OF WILBUR ALDRIDGE, WHICH COMMENCED ON JANUARY 1, 2025 AND ENDS ON DECEMBER 31, 2029, EFFECTIVE OCTOBER 1, 2026.

19. APPOINTMENT OF CHAIRMAN TO ZONING BOARD OF APPEALS

RESOLVED, THAT GREGORY MERRIWEATHER OF POMONA, NEW YORK, BE AND HE HEREBY IS APPOINTED CHAIRMAN OF THE ZONING BOARD OF APPEALS TO FILL THE UNEXPIRED TERM OF CHAIRMAN, WHICH COMMENCED ON JANUARY 1, 2026 AND ENDS ON DECEMBER 31, 2026, EFFECTIVE OCTOBER 1, 2026.

20. APPOINTMENT OF NOSSAN BINDER AS ALTERNATE TO THE ZONING BOARD OF APPEALS

RESOLVED, THAT NOSSAN BINDER OF GARNERVILLE, NEW YORK, BE AND HE IS HEREBY APPOINTED AS ALTERNATE TO THE ZONING BOARD OF APPEALS EFFECTIVE OCTOBER 1, 2026.

	2025 Adj. Base Proportions			2026 Adj. Base Proportions	
	Homestead	Non Homestead		Homestead	Non Homestead
Town of Haverstraw	46.273716	53.726284		46.73645	53.26355
Town outside the Villages	38.927093	61.072907		39.31636	60.68364
Thiells Roseville	33.80375	66.19625		34.14179	65.85821
Moleston	66.63086	33.36914		67.29717	32.70283
Ambulance	45.74523	54.25477		46.20269	53.79731
Lighting	33.99471	66.00529		34.33466	65.66534
Water	38.66866	61.33134		39.05534	60.94466
Sewer 1	41.79126	58.20874		42.20918	57.79082
Sewer 2	6.32974	93.67026		6.39304	93.60696
Sewer 3	43.84873	56.15127		44.28721	55.71279

RP-6701

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

09/01/26

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2026 ASSESSMENT ROLL

Approved Assessing Unit	Town of Haverstraw	392200	
Name of Portion	Town of Haverstraw	392200	

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) 2007 Adjustment Factor Used	(E) Adjusted Market Value (C*D)	(F) Base Percentages (E/sum of E)
Homestead	2,969,104,208	100.00	2,969,104,208	1.020900	3,031,158,486	75.723221
Nonhomestead	1,704,242,396	180.23	945,593,073	1.027700	971,786,001	24.276779
Total	4,673,346,604		3,914,697,281		4,002,944,487	100.000000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(G) 2026 Taxable Assessed Value	(H) 2026 Class Equalization Rate	(I) Estimated Market Value G/(H/100)	(J) Current Percentages (I/sum of I)
Homestead	1,974,683,592	42.41	4,656,174,468	79.630062
Nonhomestead	728,466,131	61.16	1,191,082,621	20.369938
Total	2,703,149,723		5,847,257,089	100.000000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(K) Local Base Proportion for the 2006 Assessment Roll	(L) Updated Local Base Proportion K*(J/F)	(M) Prospective Current Base Proportion Column (L) Prorated to 100.00 (L/sum of L)	(N) Adusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1*100)	(P) Maximum Current Base Proportion (N*1.01)	(Q) Current Base Proportions
							48.587402
Homestead	45.8495	48.214993	51.483620	46.273716	11.26	46.736453	46.736453
Nonhomestead	54.1506	45.436147	48.516380	53.726284	-9.70		53.263547
							51.412598
Total	100.000000	93.651141	100.000000	100.000000			100.000000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

RP-6701

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

09/01/26

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE LEVY OF TAXES ON THE 2026 ASSESSMENT ROLL

Approved Assessing Unit: Town of Haverstraw 392200
Name of Portion: Haverstraw T.O.V 392289

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) 2007 Adjustment Factor Used	(E) Adjusted Market Value (C*D)	(F) Base Percentages (E/sum of E)
Homestead	1,273,449,852	100.00	1,273,449,852	1.022900	1,302,611,854	68.021219
Nonhomestead	1,284,553,508	208.50	616,092,810	0.994000	612,396,253	31.978781
Total	2,558,003,360		1,889,542,662		1,915,008,106	100.000000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(G) 2026 Taxable Assessed Value	(H) 2026 Class Equalization Rate	(I) Estimated Market Value G/(H/100)	(J) Current Percentages (I/sum of I)
Homestead	823,977,122	42.42	1,942,426,030	76.572384
Nonhomestead	402,336,168	67.70	594,292,715	23.427616
Total	1,226,313,290		2,536,718,745	100.000000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(K) Local Base Proportion for the 2006 Assessment Roll	(L) Updated Local Base Proportion K*(J/F)	(M) Prospective Current Base Proportion Column (L) Prorated to 100.00 (L/sum of L)	(N) Adusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1*100)	(P) Maximum Current Base Proportion (N*1.01)	(Q) Current Base Proportions
Homestead	33.830450	38.083384	43.996970	38.927093	13.02	39.316364	39.316364
Nonhomestead	66.169550	48.475730	56.003030	61.072907	-8.30		60.683636
Total	100.000000	86.559115	100.000000	100.000000			100.000000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

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: Palisades Garden Condominium (89/25.19-3-1./103-1908)(48 Units)

Date: October 22, 2026

A proposed Settlement for Palisades Garden Condominium (89/25.19-3-1./103-1908)(48 Units) V. Town of Haverstraw, has been drafted in accordance with my discussion with Joseph Churgin, Esq. of SavadChurgin, for the owners. The estimated Town refund calculation is listed below, which you will see reflects $34,015. You will see the 2026 refund line show a $0, because we anticipate settling this before the 2027 Town & County bills come out.

Parcel: 89/25.19-3-1./103-1908

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2022	3,354,428	3,354,428	0	$0
2023	3,354,428	3,354,428	0	$0
2024	3,354,428	3,018,985	335,443	$9,941
2025	3,354,428	2,582,910	771,518	$24,074
2026	3,354,428	2,180,378	1,174,050	$0

Total: $34,015

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: HAVERSTRAW TOWN	State: NY
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.



11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EMERGENCY OPERATIONS PLAN

FOR THE

TOWN OF HAVERSTRAW

George T. Behn Jr.
Building Inspector
Direct Line: 845 942-3710
Email: gbehn@townofhaverstraw.org

John J. Gould
845-354-1500
Howard T. Phillips - Town Supervisor
Vincent J. Gamboli - Councilman
Isidro Cancel - Councilman
Ralph W. Kirschkel - Councilman
Johnny Ortiz - Town Councilman
Donna M. Rose - Receiver of Taxes
Raquel Ventura - Town Clerk
John "Bart" Gordon - Superintendent of Highways

COUNTY OF ROCKLAND

Raquel Ventura
Town Clerk
Direct Line: 845-942-3727
Fax: 845 429-4964

DATED: October 27 2026

CERTIFICATION

Raquel Ventura, Town Clerk of the Town of Haverstraw hereby certifies that the date October 27, 2026 the foregoing was adopted by a majority vote of the Town of Haverstraw Board of the Town of Haverstraw, Rockland County.

_____

Town Clerk

Dated: **October 27, 2026**

PREFACE

A wide variety of emergencies caused by nature, or man, may result in loss of life or property to our citizens.

Town of Haverstraw government must provide the leadership and direction to prevent, mitigate and respond to these emergencies and disasters.

To meet this responsibility, **The Town of Haverstraw** will prepare, train, improve and implement this plan in the event of an emergency or disaster with the sole purpose of minimizing the loss of life and property.

It shall be the responsibility and duty of the senior elected official, or their successor, to declare the existence of such an emergency condition.

DISASTER RESPONSE PLAN

TOWN OF HAVERSTRAW

PURPOSE

The purpose of this plan is to minimize the loss of life, property and environmental degradation to disasters or potential disasters and provide for effective local responses when disasters occur.. Additionally, this plan will facilitate local recovery operations.

AUTHORITY

Under New York State Executive Law Article 2-B, the Town of Haverstraw is authorized to prepare a Disaster Plan to enable it to deal effectively with both the most likely and the most severe natural or man-made disaster situations.

Statutory authority is given to the Supervisor to designate and be responsible for an emergency situation occurring or affecting the Town of Haverstraw. The Supervisor, or in his absence the Deputy Supervisor, (in his absence, following established lines of succession) is the only person who may request assistance from the next higher level of government. For the Town of Haverstraw the next higher level of government is the Rockland County government. The exceptions to this are: Fire Chiefs (or their designees) may request County resources (Hazardous Materials Task Force, Technical Rescue Team, Incident Management Team, fire mutual aid or Helicopter/drone support) as needed via Rockland County 44 Control/radio headquarters.

A line of succession has been set up to designate who shall act as the agent for the Town of Haverstraw when the CEO is unavailable or their delayed arrival constitutes an unacceptable delay. For the Town of Haverstraw the line of succession is:

Supervisor,	**Howard T. Phillips Jr.**
Deputy Supervisor,	**Isidro Cancel**
Designee 2	**Vincent Gamboli**
Designee 3	**Ralph W. Kirschkel**
Designee 4	**Johnny Ortiz**

Said Designee may, under those conditions where the Supervisor is unavailable or his/her arrival constitutes an unacceptable delay, issue a declaration of emergency which shall be followed by the steps required by Article 2-B.

PREPAREDNESS

The Supervisor shall, in consultation with others which he/she deems appropriate, make such plans, as he/she deems necessary to prevent, prepare for, minimize the effects of and recover from a disaster. These steps shall include, but need not be limited to:

1. Identification of potential disasters and disaster sites
2. Recommend disaster prevention projects
3. Suggest revisions and additions to building and safety codes and zoning and other land use programs
4. Take such other measures as reasonably can be taken to prevent disasters or mitigate their impact.
5. Insure consequence management plans, programs, personnel and equipment are ready to conduct response operations.

MOBILIZATION

The Emergency Operations Center (EOC) will be the Town Hall located on Rosman Road. The Alternate Emergency Operations Center (AEOC) will be the Town Police Station, located on Route 202.

The EOC to be used will be determined by the Supervisor or his/her successor at the time of the emergency. TOH EOC staff utilizing either tabletop or full-scale exercises will conduct EOC training annually.

The Supervisor shall assess all information received from any/or all town, village, or city departments, the Haverstraw Town Police Department, New York State Police, town, village and city board members, and the Rockland County Emergency Management Office.

The Supervisor may declare an Emergency (Disaster) after all information is assessed.

RESPONSIBILITIES

The Supervisor is responsible for the conduct of disaster operations within his/her political supervision.

The Supervisor shall use any and all facilities, equipment, supplies, personnel and other resources of the town in such a manner as may be necessary or appropriate to cope with the disaster.

The Supervisor shall direct the activities of all agencies within the political subdivision against the effects of the emergency. The Supervisor will utilize services of the Emergency Operations Center and its staff for implementation of necessary measures to achieve emergency operations.

The Supervisor may appoint an Emergency Coordinator to coordinate the operation of the EOC and/or to coordinate emergency response.

The Town of Haverstraw shall take all appropriate steps to prepare for any disaster or emergency and shall generally be responsible for the implementation of this and other emergency preparedness plan.

The EOC staff is composed of those listed below and any others deemed necessary for consequence management by the Supervisor.

Supervisor Howard T. Phillips Jr. (Chief Executive Officer (CEO))
Deputy Supervisor Isidro Cancel
Jerry Knapp (Emergency Planner)
Town of Haverstraw Town Board Members
Michael J Gamboli (Director of Finance)
William Stein (Attorney)
George Behn Building/Fire Inspector
Bart Gordon Jr. Highway Superintendent
John J. Gould Police Chief
John Frizalone Parks Director

SEQUENCE OF ACTION

The Supervisor or designee, will decide when to stand up the Town of Haverstraw EOC.

The Supervisor, Town EOC staff, and other town personnel as designated, will assemble at the EOC upon notification of an Emergency. Emergency notification list kept on file with the Town of Haverstraw Clerk. See TOH Alert Roster in SOPs section.

The Supervisor or designee is responsible for alerting the EOC staff and making the formal (disaster) declaration (if required). This includes:

Telephonic or notification of the EOC staff to respond to Town Hall and establish/staff the EOC.

A letter to the town, village or city clerk, the Rockland County Clerk, and the Secretary of State within seventy-two (72) hours if the supervisor declares a state of emergency for the Town of Haverstraw.

A copy of this letter will be sent to the Rockland County Emergency Management Office when time permits.

Telephone or letter to the official town newspaper. The Town of Haverstraw will contact the Rockland County Emergency Management Office for assistance only after all local or mutual aid resources are exhausted. Requests for outside aid (not included in existing mutual aid agreements) must first be approved by the Supervisor or designee.

MASS CARE

When there is a need for mass care of persons, the American Red Cross is the recognized agency responsible. The Rockland County Emergency Management Office will automatically notify the Red Cross to open a shelter when notified. If this mechanism is not used, then the burden of expense of sheltering and feeding may be assumed by the Town of Haverstraw.

FIRE DEPARTMENT OPERATIONS

The Fire Chief and Fire Officers of the response area where the disaster has occurred will be responsible for the direction of all action to contain and extinguish fire resulting from emergencies and for the removal of trapped and injured persons from damaged buildings, disaster sites, and flooded areas. The local Fire Chief may call upon the County Fire Coordinator for advice and/or assistance concerning fire-related emergencies and relief operations. The Fire Department also adopts, incorporates, and shall participate in the Rockland County Fire Mutual Aid Plan and the Rockland County Hazardous Materials Response Plan and any other plan deemed in the best interest of the residents of the Town. The Fire Chiefs will notify the Supervisor of any new plans that department is considering membership in.

PUBLIC INFORMATION

The Public Information Officer, appointed by the Supervisor and under the direction of the Director of Finance shall direct the local dissemination of emergency information, the issuance of news reports to the public, and notify the County Emergency Services on the status and development of emergency measures, using all media of public communications.

POLICE

The Supervisor thru the Police Chief shall request that the County Sheriff's Department, Mutual Aid Police units or State Police and will assign their personnel to conduct evacuations, maintain order, prevent looting, direct traffic and also to direct the injured to medical installations.

HIGHWAY

The Highway Superintendent will be responsible for maintaining essential public facilities and services, including the maintenance of street, highways, bridges, public buildings and other vital community services. He will cooperate with all other departments of the Town to restore and maintain essential services.

DAMAGE ASSESSMENT

The Building/Fire Inspector of the Town will be responsible for safety inspection of damaged buildings before evacuees are allowed to re-occupy such buildings. They are also responsible to provide a Town wide damage assessment to the Town's EOC as soon as practical.

FIGURE 1

THREAT ANALYSIS
LIST OF POTENTIAL DISASTERS

MAN MADE	**NATURAL**
Hazardous Materials Release (rail/highway)	Extreme weather
Terrorism Related Emergency	Flooding
Long-Term Utility Outage	Extreme Wind Conditions
Air Crash	
Fire	Blizzard Conditions
Natual Gas Leak (pipeline)	Landslide
Toxic Gas Release	Earthquake
Building Collapse	
Hostage/shooter barricaded suspect	
Multiple Casualty Incident	
Mass Fatality Incident	
Dam Failure	
Nuclear Plant Evacuation	

LIST OF DISASTER SITES

Helen Hayes Hospital	High density residences
North Rockland High School	Thiells Elementary School
Garnerville Terminal	Willow Grove School
Railroad	Field Stone Campus
Electrical Distribution Substations	ST. Gregory School
Natural Gas Distribution Lines	Joint Regional
Electric Generating Station-Bowline Point	Haverstraw Marina

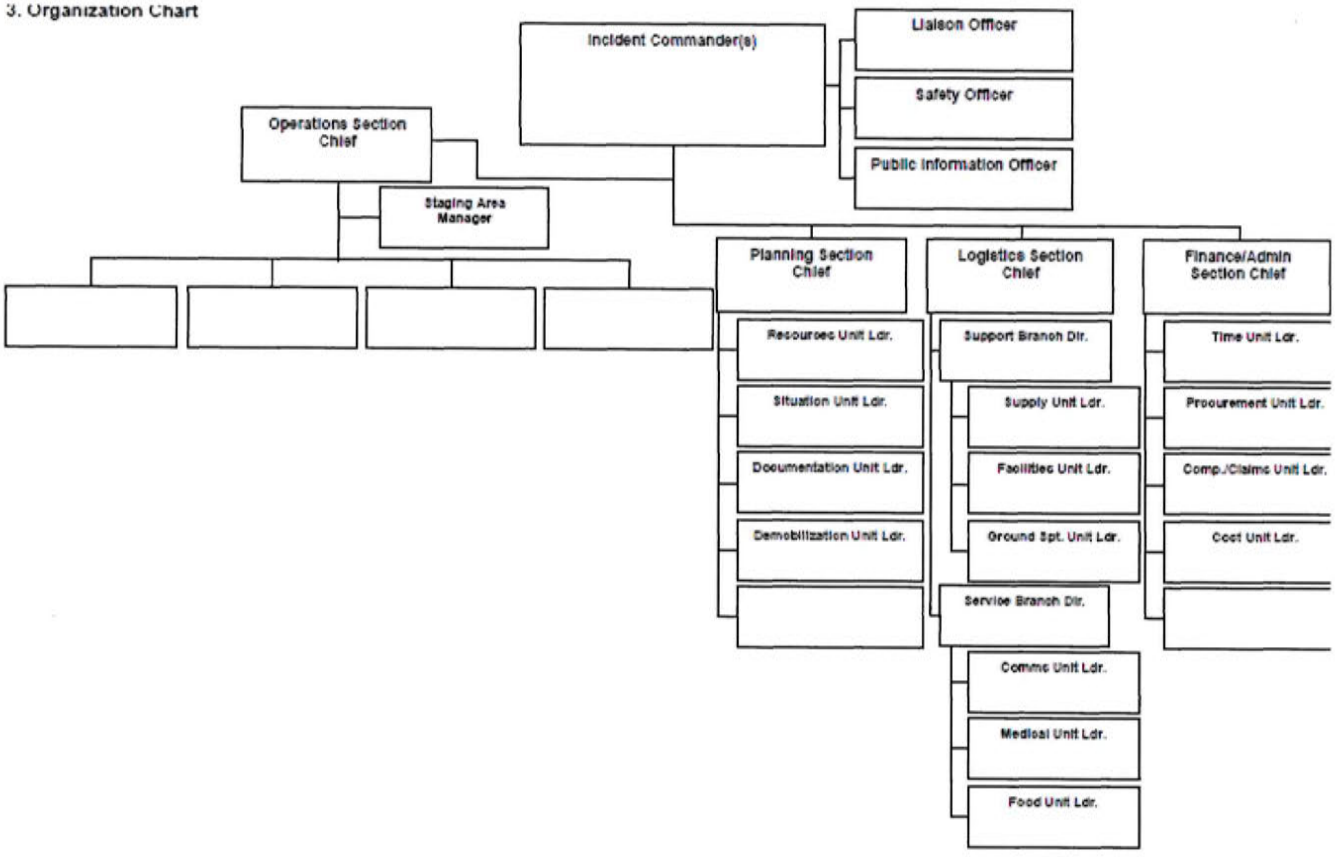
STAFFING FLOW CHART

TOH EMERGENCY OPERATIONS CENTER STAFFING GUIDE

AND

TOH INCIDENT COMMAND SYSTEM

3. Organization Chart



Traffic Safety Store
Phone: 800-429-9030 | FAX: 610-200-1066
P.O. Box 1449, West Chester, PA 19380
TrafficSafetyStore.com

Quote

#QTE419166

10/20/2026

Bill To

Marisol Cancel
Town of Haverstraw
1 ROSMAN RD
GARNERVILLE, NY 10923-1742

Ship To

Capt. Kaye
Town of Haverstraw Police Department
ikaye@haverstrawpolice.org
(845) 354-1500
101 W RAMAPO RD
GARNERVILLE NY 10923-2132
United States

TOTAL

$2,976.11

Expires: 11/3/2026

Expires	Exp. Close	Sales Rep	Shipping Method
11/3/2026	10/13/2026	Savanah Rosthauser	TFORCE FREIGHT

Quantity	Item	Rate	Amount
21	**ORION9340** Case (36) of Orion 30-Minute Flares WITH Wire Stand	$125.25	$2,630.25

Payment methods accepted:
Visa, MasterCard, American Express, PayPal, and checks.

We also accept ACH payments to:
Routing #: 031308807
Account #: 0201023363
Bank: Mid Penn Bank

Remittance to:
Traffic Safety Store
P.O. Box 1449
West Chester, PA 19380

Email: ap@trafficsafetystore.com

Subtotal	$2,630.25
Shipping	$345.86
Tax	$0.00
Total	$2,976.11

Due to the ongoing volatility of fuel prices and surcharges, our shipping estimates are only good for seven days

**** Has a loading dock or forklift ****

QTE419166

INTERMUNICIPAL AGREEMENT

AGREEMENT made as of the day of , 2026, by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York 10901 (hereinafter the "**TOWN**"), and the **TOWN OF HAVERSTRAW**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at One Rosman Road, Garnerville, New York 10923, (hereinafter the "**HAVERSTRAW**").

W I T N E S S E T H:

WHEREAS, the **TOWN** wishes to enter into an Intermunicipal Agreement with **HAVERSTRAW** wherein the **TOWN** agrees to provide certain assessment services to **HAVERSTRAW**, from January 1, 2026 through December 31, 2026, for a total fee of $115,762.80 and

WHEREAS, both governmental entities, in order to provide the most efficient service to their constituents, have determined, pursuant to Article 5-G of the General Municipal Law, that the best interests of the public would be served by the entry into this Intermunicipal Agreement,

NOW, THEREFORE, in consideration of the terms and conditions and covenants contained herein, the **TOWN** and **HAVERSTRAW** agree as follows:

FIRST: The **TOWN** agrees to provide **HAVERSTRAW** with data collection services and clerical assistance, on an as needed basis.

SECOND: The **TOWN** agrees to provide **HAVERSTRAW** with exemption resources, such as legal opinions and form.

THIRD: The **TOWN** agrees to split their Assessor's time, 40/60, with **HAVERSTRAW** and **HAVERSTRAW** understands and agrees that the Assessor will split his time between the **TOWN** and **HAVERSTRAW**.

FOURTH: That each party has agreed to and approved this agreement.

FIFTH: **HAVERSTRAW** agrees to compensate the **TOWN** a total annual fee of $115,762.80, to be paid in quarterly installments, for said assessment services.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

TOWN OF RAMAPO

_____
Town Clerk

By:_____
Michael B. Specht, Supervisor

ATTEST:

TOWN OF HAVERSTRAW

_____
Village Clerk

By:_____
Howard T. Phillips Jr., Supervisor

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

On this day of , 2026, before me personally came MICHAEL B. SPECHT to me known, who, being by me duly sworn, did depose and say that he resides Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

On this day of , 2026 before me personally came HOWARD T. PHILLIPS JR., to me known, who, being by me duly sworn, did depose and say that he resides in Haverstraw, New York; that he is the Supervisor of the Town of Haverstraw, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town of Haverstraw; and that he signed his name thereto by like order.

_____
Notary Public



Town of Haverstraw
and Veterans Angels of Hope

THANKSGIVING

★ ★ ★

FREE VETERANS DINNER BAGS

For Military and Veteran Families

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Special "Thanks to Vets" food bags will include frozen turkey, potatoes, and vegetables.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

FRIDAY

NOVEMBER 20, 2026

2PM-4PM

Drive thru pick up at
Haverstraw Town Hall,
1 Rosman Road, Garnerville
Veterans ID Card Required.

★ ★ ★

RSVP TO SUPERVISOR HOWARD PHILLIPS'
OFFICE 845-429-2200 OR
SUPERVISOR@TOWNOFHAVERSTRAW.ORG

Sponsored by:
Schultz Ford
People to People, Rockland Green,
& Durso Trucking

ROCKLAND PARAMEDIC SERVICES, INC.
AGREEMENT-2027

CONTRACT TERMS AND CONDITIONS

CHAPTER I

GENERAL PROVISIONS AND DEFINITIONS

1. AGREEMENT

Agreement between Rockland Paramedic Services, Inc., with its place of business at 17 Squadron Blvd. Suite 410, New City, New York 10956 (hereinafter the "Contractor") and Town of Haverstraw, with its place of business at One Rosman Road, Garnerville, New York 10923 and Town of Stony Point, with its place of business at 74 East Main Street, Stony Point, New York 10980. The Contractor shall perform the work and furnish all material in connection therewith, as hereinafter described. The Towns shall pay the contractor in full compensation therefor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

2. DEFINITIONS

(a) The following words and expressions used in this Contract shall, except where, by the context, it is clear that another meaning is intended, be construed as follows:

(1) The words "Contract" or "Contract Documents" to mean collectively this agreement and the Schedules A, B and C annexed hereto.

(2) The word "contractor" to mean the person, firm or corporation, its successors and assigns, who enters into the contract to perform the work. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "she", "it" and "they"; the word "him" shall include "her", "it" and "them"; and the word "his" shall include "her", "its" and "their".

(3) The word "notices" to mean written notice.

(4) The word "subcontractor" to mean any person, firm or corporation, other than the employees of the Contractor, who contracts to furnish labor, or labor and materials, at the sites of the work or in connection with the work, whether directly or indirectly on behalf of the Contractor and whether or not in privity of contract with the Contractor.

(5) The word "Supervisor(s) "to mean the Supervisors of the Town of Haverstraw and Stony Point, or his duly authorized representative.

(6) The words "Towns" or "Towns of Haverstraw and Stony Point" to mean the Town of Haverstraw and the Town of Stony Point.

(7) The words "Town Boards" to mean the Town Boards of the Towns of Haverstraw and Stony Point.

(8) The words "Town Clerks" to mean the Town Clerks of the Town of Haverstraw and Stony Point.

(9) The word "work" to mean all matters and things herein agreed to be furnished, installed, or done, by or on the part of the Contractor.

(10) As used herein the singular shall mean and include the plural; the masculine gender shall mean the feminine and neuter genders; and vice versa.

(b) The definition of the above terms are general and may be reclassified at any time by the Supervisors and the Town Boards by resolution.

3. NOTICES

The delivery of any notice, direction or communication to the Contractor at the address set forth in the above shall be made by depositing the same, in a postpaid wrapper directed to the aforesaid address, in any post office box regularly maintained by the Post Office Department and shall be deemed to be sufficient service thereof as of the date of such delivery or three (3) days after deposit. The address may be changed at any time by notice in writing. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, direction or other communication personally upon the contractor, or if the Contractor be a corporation, upon any officer or director thereof.

4. WORK TO BE DONE

The Contractor shall furnish, at its own expense and without liability to the Towns, all personnel, labor, equipment, vehicles, tools, implements and material necessary and proper to provide Advanced Life Support/Paramedic Service to the Towns of Haverstraw and Stony Point in accordance with the requirements of this Contract and to the satisfaction of the Town Boards.

5. SUBLETTING OR ASSIGNMENT

Contractor may not assign or subcontract this Contract without first obtaining the written permission of the Towns. If the Contractor shall assign or subcontract this Contract without the written consent of the Towns, the Towns have the right to terminate this Contract in accordance with the terms of Chapter VI (1) (a-c) of this Contract. Any approved assignment or subcontract shall be subject to the terms and conditions of this contract or any amendments or modifications hereof.

The parties understand and agree that the relation of the Contractor to the Towns under this agreement shall be that of an Independent Contractor.

CHAPTER II
PROVISIONS RELATING TO TIME

1. CONTRACT TERM

1) This Contract shall be for a term not to exceed one (1) year commencing on January 1, 2027 and ending on December 31, 2027, unless otherwise terminated or extended.

(b) Notwithstanding any other provision of this agreement, if the Town determines that it is in the best interests of the Town to do so, the Town may terminate this agreement on ninety (90) days notice to the Contractor at any time during this agreement.

CHAPTER III

PRICE AND PAYMENTS

1. PRICE AND PAYMENT TO INCLUDE

The Towns shall pay, and the Contractor shall accept as full compensation for completing the Service in accordance with this Contract, the sum of ONE MILLION SIX HUNDRED NINETY-TWO THOUSAND NINE HUNDRED FORTY – SEVEN DOLLARS & 00/100 ($1,692,947.00) dollars, of which Haverstraw shall pay ONE MILLION ONE-HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED SEVENTY FOUR DOLLARS & 00/100 ($1,134,274.00) and Stony Point shall pay FIVE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS & 00/100 ($558,673.00), payable in equal monthly installments on a pro rata basis to the extent the Service has been authorized by the Contract.

2. PAYMENT PROCEDURES – TOWN OF STONY POINT

The Contractor shall not submit billing to the users. All billing shall be performed by Stony Point Ambulance Corps. However, the Contractor shall provide the Town of Stony Point with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

3. PAYMENT PROCEDURES - TOWN OF HAVERSTRAW

The Contractor shall not submit billing to the users. All billing shall be performed by Haverstraw Ambulance Corps. However, the Contractor shall provide the Town of Haverstraw with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

4. STATUTE OF LIMITATION ON RIGHT TO SUE THE TOWNS

No action shall lie or be maintained by the contractor against the Towns upon any claim arising out of or based upon this Contract or by reason of any act or omission or requirement of the Towns or its agents, unless such action shall be commenced within one year after the earlier of (1) the expiration date, or (2) any earlier termination of this Contract.

CHAPTER IV

CHANGES TO THE CONTRACT

1. NO ORAL CHANGES

changes in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless they are in writing and signed by the party to be charged therewith or his duly authorized representative; provided however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

CHAPTER V

CONTRACTOR'S LIABILITY AND INSURANCE

1. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY

The Contractor shall be solely responsible for (i) all injuries (including death) to persons, including but not limited to, employees of the Contractor and subcontractors and the Towns, and (ii) damage to property, including but not limited to property of the Towns, the Contractor or it subcontractors. The liability hereunder shall be limited to such injuries or damage occurring on account of or in connection with the performance of the work hereunder, whether or not the occurrence giving rise to such injury or damage happens on the Town's property or whether or not sustained by person or property while on the Towns' property, but shall exclude injuries to such persons or damage to such property to the extent caused solely by the negligence of the Towns.

2. INDEMNIFICATION

(a) Contractor, in addition to any public liability insurance obtained under this agreement, agrees to save, indemnify and hold harmless the Towns of Haverstraw and Stony Point and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the work to be performed under this Agreement, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the Contractor agrees to pay the Town for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the Town, shall, at

the Contractor's own expense, defend any and all such actions. PROVIDED, HOWEVER, that this section shall not apply to any suit or liability arising out of, based upon or resulting from an act or omission of the Towns of Haverstraw and Stony Point or any of their agents, officers, servants and employees.

(b) The term "loss and liability", as used herein, shall be deemed to include, but not be limited to, liability for the payment of workers' compensation under the Workers' Compensation Law of the State of New York, or of judgments under the Federal Employee's Liability Act or similar statutes.

It is hereby mutually covenanted and agreed that the relation of Contractor to the Town under this agreement shall be that of an independent contractor.

3. INSURANCE

(a) At the time of award, the Contractor shall deliver to the Towns policies or other evidence of insurance written by companies approved by the Towns as follows:

TYPE	LIMIT
1) A comprehensive general liability insurance policy in the Contractor's name endorsed to cover liability assumed by the Contractor under the indemnity provisions of this Chapter:	
General Aggregate	$1,000,000
Products Liability – Comp/Op Aggregate	$1,000,000
Personal and ADV Inj.	$1,000,000
Per Occurrence	$1,000,000
Fire Damage (any one fire)	$ 50,000
Medical Expenses (any one person)	$ 5,000
2) Excess Liability	
Each Occurrence	$4,000,000
Aggregate	$4,000,000

(3) Automobile and truck liability insurance covering Contractor and Subcontractor; all owned and/or not owned vehicles: $1,000,000
Combined Single Limit $1,000,000

(4) Malpractice/Professional Liability Insurance: $2,000,000

(5) Workmen's Compensation Insurance indemnifying the Town and Contractor against personal injury sustained in the performance of the Contract Work.

6) Employee Disability Insurance

(b) Each such policy (I) shall indicate that the insurance company issuing the policy will not cancel, terminate or modify the policy without thirty (30) days' prior written notice to the Towns; and (ii) shall name the Towns as an "Additional Insured". At least two (2) weeks prior to the expiration of the original policy or any renewal thereof, a new policy of such insurance, upon the same terms as the expiring policy, shall be delivered to the Towns. The insurance shall remain in force at all times during the life of this Contract. The Contractor shall name the Town as an additional insured in said policies.

(c) If at any time during the period of this contract insurance as required is not in effect, the Town shall have the options to: (i) obtain insurance providing coverage equal to that required above, the cost of such insurance shall be deducted out of amounts due and owning contractor under this Contract; or (ii) declare Contractor in default.

4. ALL REMEDIES PRESERVED

The remedies available to the Towns in this Chapter are intended to supplement those available to it at law, by statute, or in equity. Nothing in this Chapter shall be construed as a waiver by the Towns of any right or remedy otherwise available to the Towns.

5. SECURITY FOR PERFORMANCE

The Contractor shall post a performance bond with the Town in an amount equal to FIFTY (50) per centum of the contract amount to insure the Contractor's performance and/or to protect the Towns in the event of the Contractor's default.

CHAPTER VI

REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

1. DEFAULT

(a) If the Contractor fails to perform the work in accordance with the Scope of work, or if he performs the work in an unsatisfactory manner, after having been notified of unsatisfactory work from an duly authorized representative of the Towns of Haverstraw and Stony Point, the Town Boards may declare the Contractor in default of this Contract and may proceed either to perform the work required under the Contract at its own expense, charging the cost thereof against the moneys to which the said Contractor would have been entitled for the faithful performance of the said Contract, or it may contract with some other contractor for the performance of this Contract or the work contracted to be done by the Contractor, charging the cost and expense thereof in like manner.

(b) In any event, in addition to the aforesaid, the Contractor shall remain responsible for any and all costs incurred by the Town of Haverstraw and/or Town of Stony Point in having the work which the Contractor failed to do, done and the same shall be recoverable from the moneys withheld by the Towns from the monthly payments.

(c) The Contractor further agrees that in the event of any default in the performance of the work required hereunder, the Contractor shall reimburse the Towns of Haverstraw and Stony Point for all costs, expenses and damages the said Town of Haverstraw and/or the Town of Stony Point may incur in completing the work.

(d) The Town may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return receipt requested, to the Service Provider if said Service Provider violates any provision of this agreement in any manner whatsoever. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

2. BANKRUPTCY

It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the Contract, either by virtue of any State or Federal Laws, that such adjudication shall in no way terminate the liability of the Contractor under this Contract.

If the Contractor is declared insolvent or bankrupt, the Towns may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return

receipt requested, to the Contractor if the Contractor violates any provision of this agreement in any manner whatsoever or otherwise in default. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

3. THE TOWNS MAY AVAIL THEMSELVES OF ALL REMEDIES

The Towns may avail themselves of each and every remedy herein specifically given to them or now or hereafter existing at law or in equity or by statute, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Towns, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy.

CHAPTER VII

DISCRIMINATION PROHIBITED

1. The Contractor specifically agrees to the following:

1) It shall be an unlawful discriminatory practice:

1) For an employer, because of the age, race, creed, color or national origin of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

(2) For a labor organization, because of the age, race, creed, color or national origin of any individual, to exclude, or expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer.

(3) For any employer or employment agency to print circulate of cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with prospective employment, which expresses, directly or indirectly, any limitation specification or discrimination as to age, race, creed, color or national origin, or any intent to make any such limitation, specification or discrimination, unless based upon a bona fide occupational qualification.

(4) For any employer, labor organization or employment agency to discharge, expel or otherwise discriminate against any person because he has opposed any practices forbidden under this article or because he has filed a complaint, testified or assisted in any proceeding under this article.

(b) It shall be unlawful discriminatory practice for any employer, labor organization, employment agency or any joint labor management committee-controlling apprentice-training program.

1) To select persons for an apprentice-training program registered with the State of New York on any basis other than qualifications, as determined by objective criteria, which permit review.

(2) To deny to or withhold from any person because of his race, creed, color or national origin the right to be admitted to or participate in a guidance program, an apprenticeship training program, on-the-job training program, or other occupational training or retraining program.

(3) To discriminate against any person in his pursuit of such programs or to discriminate against such a person in the terms, conditions or privileges of such programs because of race, creed, color or national origin.

(4) To print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for such programs or to make any inquiry in connection with such program which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color or national origin, or any intent to make any such limitation, specification or discrimination, unless based on a bona fide occupational qualification.

It is hereby agreed by and between the parties hereto that every contractor and sub-contractor engaged in the public work described in this Contract shall post and maintain at each of his establishments, and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination, indicating the substantive provision of the Law against Discrimination, where complaints may be filed, and other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

CHAPTER VIII

MISCELLANEOUS PROVISIONS

1. NEW YORK STATE LABOR LAW

Contractor agrees that he will cause all persons employed upon the Work, including his subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the Work is performed. He further agrees to comply with the requirements of the State Labor Law. More particularly, if any part of the work falls within the purview of the State Labor Law, the Contractor agrees as to such part of the Work to comply therewith, including Sections 220, 220-a, 220-b, 220-d, 222-a and 223 thereof, as amended and supplemented.

2. CONTRACT DOCUMENTS CONTAIN ALL TERMS

These contract documents contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of

this agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3. ALL LEGAL PROVISIONS INCLUDED

It is the intent of the parties that each and every provision of law required to be inserted in this Contract should be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if any such provision is not inserted or is not inserted in correct form, then this contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

4. SEVERABILITY

If this Contract contains any provision found to be unlawfully, the same shall be deemed to be of no effect and shall, upon the application of either party, be stricken from the Contract without affecting the binding forces of the Contract as it shall remain after omitting such provision.

5. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

(a) This Contract shall be deemed to be executed in the Town of Haverstraw, County of Rockland, and the State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.

(b) The parties agree that any and all claims, controversies or suits asserted by or against the Towns arising out of this Contract or related thereto shall be heard only in the courts of the State of New York (" New York State Courts') located in the County of Rockland.

(c) The Contractor shall provide to the Town a complete accounting of all expenses for all operations related to the paramedic service, and this accounting must be submitted on or before March 1st of each year, for the year ending the previous December 31st, for the one year term of the contract. This provision shall survive the termination date of the agreement and shall remain in full force and effect until full compliance by the Service Provider.

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

ROCKLAND PARAMEDIC SERVICES, INC.

By: _____
Executive Director

(SEAL)

TOWN OF HAVERSTRAW

By: _____
Supervisor

(SEAL)

TOWN OF STONY POINT

By: _____
Supervisor

(SEAL)

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

On day of 20 , before me personally came Timothy P. Egan to me known, who being by me duly sworn, did depose and say, that he resides at , that he is of the corporation described in, and which executed the within agreement; that he knows the seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed pursuant to order of Board of Directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

On day of 20 , before me personally came HOWARD T. PHILLIPS, JR. to me known, who being by me duly sworn, did depose and say that his office is located at One Rosman Road, Garnerville, New York; that he is Supervisor of the Town of Haverstraw, the corporation described in, and which executed the foregoing agreement; that he knows the seal of the Town; that the seal affixed to said agreement is such seal; that it was affixed thereto pursuant to a resolution of said Town; and that he signed his name thereto pursuant to said resolution.

_____
Notary Public State of New York

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

On day of 20…, before me personally came AMY STAMM, to me known, who being by me duly sworn, did depose and say that his office is located at 74 East Main Street, Stony Point, New York; that he is Supervisor of the Town of Stony Point, the corporation described in, and which executed the foregoing agreement; that he knows the seal of the Town; that the seal affixed to said agreement is such seal; that it was affixed thereto pursuant to a resolution of said Town; and that he signed his name thereto pursuant to said resolution.

_____
Notary Public State of New York

SCHEDULE "A"

REGULATIONS

REGULATIONS

The following list of regulations and laws are made part of these specifications by reference:

1. New York State Health Regulations, Title 10, Chapter VI, State Emergency Medical Services Code, Part 800.

2. New York State Public Health Law, Article 30 and Article 30A entitled Emergency Medical Services and Volunteer Ambulance Service, respectively including any updates or amendments.

3. New York State Emergency Medical Services Code Part 800 of Chapter VI, Title 10 (Health).

4. Regional ALS Treatment Protocol and Procedures.

SCHEDULE "B"

BASIC LIFE SUPPORT EQUIPMENT SPECIFICATIONS

EMS EQUIPMENT SPECIFICATIONS

Each ALSFR vehicle provided will contain the minimum New York State equipment as outlined in 10 NYCRR Part 800 of the Rules and Regulations of the state of New York.

Contractor shall update their equipment and/or supplies as standards change as per Hudson Valley Regional Medical Advisory Committee.

ALS FIRST RESPONSE VEHICLE EQUIPMENT

Under the category of Advance Life Support Equipment:

(a) Drug Box
should include: minimum stock per set of equipment
- Medications and fluids as set forth by the Hudson Valley Regional EMS Medical Advisory Committee, according to the latest protocol
- Appropriate delivery devices for the above
- A narcotics storage and restocking policy in accordance with DEA standards

(b) Airway/Respiratory Bag:
Should include: minimum stock per set of equipment
- ET tubes sizes 2.5 – 9.0 with stylets
- Laryngoscope handle with blades MacIntosh 1 – 4 Miller 0 – 4
- Magill forceps; Adult and Pediatric
- Pulse oximeter
- Glucometer
- Interosseous Infusion supplies

(c) Trauma Bag
in addition to Part 800 supplies:
- Trauma tubing and large bore angiocaths
- Set up for needle cricothyotomy

SCHEDULE "C"

SCOPE OF WORK

SCOPE OF WORK

PROVISION OF ADVANCED LIFE SUPPORT/ PARAMEDIC SERVICES TO THE TOWNS OF HAVERSTRAW AND STONY POINT

1. The contractor shall provide to the Towns of Haverstraw and Stony Point (herein after the "Towns") Paramedic Level Emergency Services.

2. SERVICES PROVIDED

The Contractor will provide Advanced Life Support/Paramedic Emergency Medical Services for and within the Towns. The Contractor will provide Paramedic care at the level determined by the Hudson Valley Medical Advisory Committee. All Paramedic care will be directed by Nyack Hospital and/or Good Samaritan Hospital. The services provided shall be available 24 hours per day, 7 days per week. Contractor shall staff vehicles in the manner required by the State of New York and its appropriate agencies.

It is understood that the contractor will participate in any County organized mutual aid plan for Advance Life Support/Paramedic services, with the approval of the Towns.

All paramedic care will be directed by "Medical Control" at Nyack Hospital and/or Good Samaritan Hospital. Contractor will be compliant with NYS-DOH Article 30 and Par 800 including Quality Assurance activities in cooperation with Nyack Hospital and Good Samaritan Hospital.

3. EQUIPMENT AND STAFFING

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services providers. All Paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medical Advisory Committee to operate within Hudson Valley. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors.

Contractor shall maintain par levels of equipment to immediately replenish required supplies. Contractor shall update their equipment and/or supplies as standards change as per Hudson Valley Regional Emergency Medical Advisory Committee.

4. RESPONSE TO CALLS

The Contractors will respond promptly to all requests which are dispatched by the Towns' Police Department or Emergency Medicals Services Agencies. In the event that multiple calls are received simultaneously, the Contractor will triage the calls and respond to those which it can. If necessary the Contractor will have Paramedic mutual aid agreements in place and may request Paramedic mutual aid from neighboring Towns as may be needed. During multiple calls, medical will triage based on information provided and split as needed.

5. VEHICLES PROVIDED

The Contractor will provide advanced life support first response vehicle. One to be used as a primary vehicle and a second as a backup should the primary vehicle need routine maintenance or repairs. The backup vehicle will be within one half hour of North Rockland.

6. ALSFR VEHICLE EQUIPMENT

Each ALSFR vehicle provided will contain the minimum New York State equipment as outlined in Part 800 of the Rules and Regulations of the State of New York (Schedule A).

In addition, the ALSFR vehicle will contain two full sets of Advanced Life Support Equipment. Each set including, but not limited to:

(a) Biomedical Voice/Telemetry UHF Radio Communications *

(b) ElectroCardiogram (EKG) Monitor/Defibrillator/Pacemaker *
FDA approved ElectroCardiogram (EKG) Monitor/Defibrillator/Pacemaker machine capable of performing 12 lead EKGs.

(c) Drug box *

(d) Airway/Respiratory Bag *

(e) Trauma Bag/MAST *

Must comply with standard of care with the Hudson Valley Region/Emergency Medical Advisory committee guidelines.

* itemized equipment content in (Schedule B)

Contractor is responsible for the safekeeping and disposal of all hazardous wastes and sharps created by their employees.

7. STAFFING

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services Providers. All paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medial Advisory Committee to operate within Rockland County. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors. Driver must have NYS Driver's license. Scheduled shifts should not exceed twelve (12) hours.

The Contractor must supply two (2) fully certified paramedics, twenty-four (24) hours per day, seven days per week.

8. TRANSPORTATION

HAVERSTRAW

The Contractor will provide Advanced Life Support Services. Transportation services will be provided by the Haverstraw Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Haverstraw Ambulance be unavailable.

STONY POINT

The Contractor will provide Advance Life Support Services. Transportation service will be provided by the Stony Point Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Stony Point be unavailable

9. MEDICAL AUTHORITY

The Paramedic will maintain charge of all patient care in all situations which require advanced life support or until the Paramedic makes a determination to release the patient to the volunteer ambulance personnel.

10. BLS EMERGENCIES

In the event the Contractor is dispatched to a call which does not require advanced life support, the Contractor will relinquish patient care to the volunteer ambulance personnel and assist the ambulance personnel in preparing the patient for transportation as needed.

11. RETURNING TO SERVICE

The Contractor, after transporting a patient with the Volunteer Ambulance Corp., is required to complete medical documentation at the receiving hospital. Due to the distance from the service area, it is required that the Volunteer Ambulance Corp wait with the Paramedic until the documentation is complete and return the Paramedic to his/her station. The Contractor will make every attempt to make the documentation process proceed as quickly as possible as not to unduly delay the ambulance's return to its base.

12. RESPONSE TIME

The Contractor will respond promptly to all emergency requests. Since a rapid response is favorable in any emergency, it must be noted that the large geographical area covered by the Paramedics in the Towns of Haverstraw and Stony Point may, in certain cases, prevent a response of less than ten (10) minutes. The Contractor proposes the following criteria based on its current operation in the Towns of Haverstraw and Stony Point:

- A response time less than 10 minutes on 92% of all calls
- A response time less than 8 minutes on 86% of all calls
- A response time less than 6 minutes on 75% of all calls

13. BILLING AND COLLECTION

The respective Town Ambulance Corps will bill and collect according to CMS guidelines.

14. REPORTS

The Contractor will submit to the Towns the following reports:

1) Monthly call report, including but not limited to:
location, date, time, name, address and destination of all patients receiving Advanced Life Support.

15. LAWS AND REGULATIONS

The Contractor will adhere to all applicable local, state, and federal laws and regulations.

16. INSURANCE COVERAGE

The Contractor shall maintain such insurance coverage as set forth in the contract documents which are made a part of this contract and attached hereto as Chapter V.

This proposal contains in its budget, sufficient funds for the Contractor to maintain the policy coverage described above at current rates or with reasonable increases. Without request, the Contractor will provide proof of insurance premium to the

Towns on a yearly basis.
The Contractor will have the Towns named as additional insured on its automotive and Professional malpractice insurance policies. The Contractor will, at its own expense, defend any lawsuit brought against the Contractor and the Towns for acts or omissions alleged to have occurred in performance of this contract.

17. DISCRIMINATION

The Contractor, in carrying out all of its activities and duties will not discriminate against any person based on race, creed, national origin, political affiliation or sexual orientation.

18. TRANSFER OF AGREEMENT

The Contractor will not assign, transfer, convey, sublet or otherwise dispose of any agreement between the Contractor and Town without previous consent in writing of all parties.

The Contractor will notify the Towns promptly of any actual or proposed change in or transfer of or acquisition by any other company. Upon receipt of such notification the Towns shall unilaterally determine whether to continue the Contract or authorize, by resolution, that a new bid be advertised and this bid and contract be rescinded. In the even said agreement is rescinded by the Towns, the Contractor shall have no recourse, but rather, shall settle all outstanding financial matters with the Towns, including a pro-rata payment by the Towns to the Contractor as of the date the Contract is rescinded and terminated.

19. TRAINING AND CERTIFICATION

Contractor shall participate in Countywide Mass Casualty Incidents Plan and shall follow NIMS United System following command of local agencies.

Contractor shall participate in Countywide Planning/EMS meetings and North Rockland ALS Committee meetings.

Contractor agrees to provide training and continuing education of its employees, including such certification and recertification as may be required by law.

20. SUB-CONTRACTS

Contractor shall not enter into subcontract agreements without the express written permission of the Towns.

21. WAIVER OF BREACH

No waiver of any breach of any condition of the agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitutes a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.