



www.compalliance.org

Gerald K. Geist
Chairman

Michael E. Kenneally
Executive Director

December 7, 2021

Michael Kohut
Mayor
Village of Haverstraw
40 New Main Street
Haverstraw, NY 10927
Via Email: carmelina.palumbo@vohny.com; Isabel.Gonzalez@vohny.com

**RE: Workers' Compensation Funding Contribution
January 1, 2022 - December 31, 2022**

Dear Mr. Kohut:

A renewal funding contribution of \$124,649.00 has been developed for the Village of Haverstraw funding year beginning on January 1, 2022 - December 31, 2022. A payroll breakdown by job classification used to determine your Comp Alliance funding contribution, along with your Certificate of Insurance and an invoice have been included with this letter. Please note, Certificates of Insurance can only be issued by our office. Please request all certificates by email to Tricia Murphy at pmurphy@wrightinsurance.com.

The funding contribution listed above does not include your estimated New York State assessment. You will receive a separate invoice for the estimated New York State assessment fee in April 2022. The total amount due will include the reconciliation of your 2021 estimated amount versus the actual assessment paid.

The new law and accompanying rules established by the Workers' Compensation Board require that this assessment be calculated based on your actual payroll, and remitted to the State on a quarterly basis along with a quarterly payroll report. They have also reserved the right to adjust the assessment rate during the fiscal year.

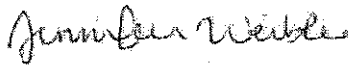
As a member of the Comp Alliance, you are responsible for submitting quarterly payroll reports to the Comp Alliance so that we may accurately report this information to the Workers' Compensation Board when assessment payments are remitted. The new regulations require that the payroll reported to the Comp Alliance for each quarter must be consistent with payroll reported to state or federal government agencies for other purposes. **The amount of your estimated assessment may change based on your quarterly payroll or a change in rates by the Workers' Compensation Board. The 2021 assessment rate has been revised to 10.2%.**

Also enclosed is your copy of the Participation Agreement which reflects the basic terms of membership in the Program. Please sign and email back to Tricia Murphy at pmurphy@wrightinsurance.com. If you have already returned your signed agreement, please disregard this request and retain the copy for your records.

As a program designed exclusively for municipalities, we understand that local government resources are stretched. The Board of Trustees of the Comp Alliance, the Association of Towns of the State of New York and the New York Conference of Mayors (the Plan Administrators) and Wright Risk Management (the Plan Manager) remain committed to keeping rates stable and the costs of the program as low as possible for all members.

We value our relationship with you and it is our intention to continue to deliver a dynamic and fiscally sound workers' compensation program to all members of the Comp Alliance for many years to come.

Very truly yours,



Jennifer Weible
Director of Underwriting, Workers' Compensation Underwriting
516-944-2804
jweible@wrightinsurance.com

Enclosures

Cc: Mr. Sheldon Horowitz, Safe Harbour Group, a division of HUB International Northeast Limited, Email: sheldonh@safeharbourgroup.com; raquelr@safeharbourgroup.com

Plan Manager: Wright Risk Management
900 Stewart Avenue, Suite 600, Garden City, NY 11530
Phone: 866-697-6922 Fax: 516-227-2352



STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Village of Haverstraw 40 New Main Street Haverstraw, NY 10927	1d. Business Telephone Number of Business referenced in box "1a" 845-429-0300
1b. Effective Date of Membership in the Group <u>01/01/2014</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) <p style="text-align: center;">PROOF OF COVERAGE</p>	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 900 STEWART AVENUE, SUITE 600 GARDEN CITY, NY 11530


This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartcorn January 1, 2022 - December 31, 2022

(Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 

 (Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse

Premium by Job Allocation

Village of Haverstraw

January 2022 Ratebook

Class Code	Description	Annual Payroll	Annual Premium
5191	Office Mach Install & Repair	\$6,385	\$76.25
5506	Street or Road Construction	\$775,495	\$93,933.90
8720	Inspection of Risks/Valuation Purposes	\$18,000	\$306.12
8810	Clerical Office Employees	\$856,137	\$929.36
8820	Attorney - All Emp & Clerical	\$100,534	\$100.03
9063	YMCA - All Employees & Clerical	\$336,678	\$2,954.26
9101	College: All Other Employees	\$30,945	\$800.60
9402	Street Cleaning & Drivers	\$136,852	\$6,375.59
9410	Municipal Township noc	\$286,027	\$19,172.88
			\$124,649.00
Additional Exposures if Applicable			
Volunteer Fire Fighters Exposure			\$0
Volunteer Ambulance Exposure			\$0
Total Funding Contribution			\$124,649
This <u>does not</u> include the NYS Assessment. You will be invoiced separately for the estimated assessment:			\$5,627

Please be advised that the payroll used in this quote was extracted from your most recent budget, please review for accuracy. If there are any discrepancies, contact our office immediately.



New York State
Municipal Workers'
Compensation Alliance

Member Participation Agreement

Member: **Village of Haverstraw** Agent: **Safe Harbour Group, a division of HUB International Northeast Limited**

Participation Period: **January 1, 2022 - December 31, 2022**

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

**Executive Director: Michael Kenneally
518-465-0128**

**Claims: Howard Bitner
516-750-9376**

**Member Services: Aaron Reader
866-697-7665**

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides both Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally
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C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

**Executive Director: Michael Kenneally
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E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Village of Haverstraw

Policy Period: January 1, 2022 - December 31, 2022

Date: _____

By: _____

Name: _____

Title: _____

Comp Alliance

Date: December 1, 2021

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128

Claims: Howard Bitner

516-750-9376

Member Services: Aaron Reader

866-697-7665

New York State Municipal Workers' Compensation Alliance

INVOICE

**Village of Haverstraw
VHAV**

Attn: Michael Kohut, Mayor
Village of Haverstraw

Funding Period: 1/1/22 - 12/31/22

40 New Main Street
Haverstraw, NY 10927

Date: 1/1/22

Workers Compensation Funding Contribution

General Municipal Employees	\$	124,649.00
Volunteer Fire Fighters	\$	-
Volunteer Ambulance Corps	\$	-
Total Funding	\$	124,649.00

Payment Type	Date Due	Amount Due
First Installment	January 1, 2022	\$ 31,162.25
Second Installment	April 1, 2022	\$ 31,162.25
Third Installment	July 1, 2022	\$ 31,162.25
Final Installment	October 1, 2022	\$ 31,162.25

Please Make Check Payable to:

N.Y.S. Municipal Workers' Compensation Alliance

Association of Towns of the State of New York
150 State Street
Albany, NY 12207
Attention: Kim Splain

**AGREEMENT BETWEEN SCS ENGINEERS OF NEW YORK, P.C. AND CLIENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereafter "Agreement") is made by and between the Village of Haverstraw (hereafter "Client"), and SCS ENGINEERS OF NEW YORK, P.C. (hereafter "SCSNY").

WHEREAS, Client intends to engage SCSNY to perform professional services for a project known as 2022 Cpl. Manny Lopez Ballfield Monitoring and Inspection Support (hereafter "Project").

NOW, THEREFORE, Client and SCSNY do hereby agree as follows:

ARTICLE 1--SCOPE OF SERVICES. SCSNY shall provide professional services (hereafter "Services") as set forth in Attachment A, in accordance with the terms and conditions of this Agreement. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas. In the event SCSNY receives a subpoena or other legal order for the production of project records or testimony, the client agrees to pay for all time and expenses of SCSNY related thereto.

ARTICLE 2--RESPONSIBILITIES OF THE CLIENT. Client will:

- 2.1 Provide all criteria and full information as to its requirements for the Project.
- 2.2 Furnish SCSNY with data, reports, surveys, and other materials and information required for the Project, except such of the foregoing as are included in the Services to be provided by SCSNY.
- 2.3 Acquire all land and rights-of-way as required for the Project.
- 2.4 Provide access to the Project site and make all provisions for SCSNY to enter upon public and private lands as required for SCSNY to perform its Services under this Agreement.
- 2.5 Examine all studies, reports, sketches, construction costs, specifications, drawings, proposals and other documents presented by SCSNY to Client, and promptly render in writing Client's decisions pertaining thereto within a week, or, if a longer time is needed, within a period mutually agreed upon.
- 2.6 Give prompt written notice to SCSNY whenever Client observes or otherwise becomes aware of any defect in the Services rendered by SCSNY.
- 2.7 Furnish to SCSNY, prior to execution of this Agreement, a copy of any design, construction or other standards Client requires SCSNY to follow in performing Services under this Agreement.
- 2.8 Provide to SCSNY all budget requirements, if any, applicable to the Services and the Project.

ARTICLE 3--CHANGES IN THE SERVICES.

- 3.1 Changes may be made to the Services. Client may order additional Services upon the agreement of SCSNY. Client may delete previously ordered Services.
- 3.2 The provisions of this Agreement, with an equitable adjustment in SCSNY's compensation and schedule, shall apply to all changes in the services.
- 3.3 All changes to the Services shall be made pursuant to the Change Order form set out in Attachment B.

3.4 In the event Client directs SCSNY to perform changed Services without executing a Change Order in the form set out in Attachment B, SCSNY shall be compensated for the changed Services in accordance with SCSNY's then current standard rates as set out in Attachment C, unless otherwise agreed in writing by the Parties.

ARTICLE 4--PROJECT SCHEDULE.

4.1 The parties will mutually agree upon a schedule for performance of the Services ("Project Schedule").

4.2 SCSNY will begin performance of the Services upon Client's performance of all such Client responsibilities, as set out in Article 2, which are reasonably required in order for SCSNY to begin and perform the Services in accordance with the Project Schedule.

ARTICLE 5--COMPENSATION. For the Services as set forth in the Scope of Services, SCSNY shall be compensated as set forth below. Changes to the Services under Article 3 shall be compensated at SCSNY's then current standard rates as set out in Attachment C unless otherwise agreed in writing by the parties.

- 5.1 SCSNY will be compensated for time and expenses in accordance with SCSNY's standard rates in effect at the time of performance. Copies of SCSNY's current rates are attached in Attachment C. These rates are subject to adjustment on April 1 of each year.
- 5.2 SCSNY will be compensated in the lump sum amount of \$5,000.
- 5.3 Other: SCSNY will be compensated as follows:

ARTICLE 6--PAYMENT. Payment for Services rendered by SCSNY shall be in accordance with the following:

6.1 Invoices will be submitted by SCSNY every month and will indicate:

- (a) for time and expenses compensation, the time and expenses incurred during the period.
- (b) for lump-sum compensation, the percentage of work completed during the period.
- (c) for other compensation: _____

6.2 Client will pay the sum of \$0 upon execution of this Agreement as a professional retainer. This sum shall be applied as a credit to Client on SCSNY's final monthly invoice for Services under this Agreement.

6.3 Payments for invoices issued by SCSNY are due and payable upon receipt.

6.4 Payments due SCSNY under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

6.5 If Client does not make timely payments, SCSNY may suspend performance of its Services on the basis of non-performance on the part of Client. When all amounts due are paid and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCSNY will continue its Services.

6.6 Client agrees to pay all costs and expenses of SCSNY, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement

ARTICLE 7--INSURANCE. SCSNY shall, during the performance of this Agreement, keep in force Workers' Compensation Insurance, including Employer's Liability Insurance for its employees, and Commercial General Liability Insurance with a combined minimum limit of \$1,000,000 for bodily injury and property damage.

ARTICLE 8--LIMITATION OF LIABILITY.

8.1 This Article 8 states the agreement of the parties with respect to allocation of the risks inherent in the type of project undertaken herein. The parties agree that SCSNY's liability under this Agreement and for the Project shall be limited to the amount covered, if any, by SCSNY's liability insurance then in effect up to \$1,000,000, or the amount of SCSNY's total fees hereunder (whichever is greater).

8.2 If Client desires that SCSNY assume more of the risk under this Agreement and for the Project than is specified in Article 8.1, and is willing to compensate SCSNY for the greater assumption of risk then in consideration of Client paying a _____ surcharge (in addition to the compensation specified in Article 5, SCSNY's total liability under this Agreement and for the Project shall be limited to: _____

ARTICLE 9--RELEASE AND INDEMNIFICATION.

9.1 It is understood and agreed that, in seeking the Services of SCSNY under this Agreement, the Client may be requesting SCSNY to undertake obligations for the Client's benefit involving the presence or potential presence, or release or potential release to the environment, of hazardous substances and other contaminants. Therefore, Client agrees that SCSNY will not be responsible for, and does hereby release, hold harmless, indemnify, and defend SCSNY from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release or escape of hazardous substances or contaminants of any kind, excepting only such liability as may arise out of the sole negligence of SCSNY.

9.2 Except as provided in Article 9.1 above, and to the extent provided in Article 8 above, SCSNY shall indemnify and hold harmless Client from and against any liabilities, claims and causes of action which Client may suffer as a result of negligent acts, errors, or omissions, or the willful and reckless disregard of obligations under this Agreement on the part of SCSNY or SCSNY's agents, employees or subcontractors in the performance of this Agreement, excepting such liability as may arise out of Client's negligence.

ARTICLE 10--GENERAL PROVISIONS.

10.1 SCSNY will perform its Services hereunder, as specified in Attachment A, in a timely manner. SCSNY is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

10.2 SCSNY shall be entitled to rely on information provided by Client. SCSNY shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Client, or differ materially from what reasonably could have been anticipated given the nature of the Services.

10.3 SCSNY shall perform its Services in accordance with the professional standards applicable to the Services provided (i.e., engineering, planning, consulting or others), at the time such Services are rendered. SCSNY makes no other warranty, either expressed or implied, as part of this Agreement.

10.4 SCSNY shall not disclose, or permit disclosure of any information designated by Client as confidential, except to its employees and other consultants who need such information in order to properly execute the Services of this Agreement. This provision shall not apply to information which: (1) has been published and is in the public domain, (2) has been provided to SCSNY by third parties who have the legal right to possess and disclose the information, (3) was in the possession of SCSNY prior to the disclosure of such information to SCSNY by Client, (4) is required by law or any governmental agency to be disclosed, or (5) would require disclosure to comply with the ethical obligations of SCSNY to protect the public.

10.5 Statements made by SCSNY concerning probable construction costs and detailed cost projections represent SCSNY's judgment with respect thereto. It is recognized, however, that SCSNY has no control over actual site conditions, the cost of labor, materials, or equipment, a contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, SCSNY cannot and does not represent or guarantee that bids or ultimate Project costs will not vary from any statement of probable construction cost or other cost projection prepared by SCSNY.

10.6 All drawings, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such the original documents are and remain the property of SCSNY.

10.7 If construction at the site is to be performed by a person other than SCSNY, Client agrees to require such person to assume sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. SCSNY shall have no responsibility for site health and safety for anyone other than its own employees and its subcontractors, unless SCSNY expressly has agreed to provide such services. Client agrees SCSNY shall not be responsible for and does hereby release, hold harmless, indemnify and defend SCSNY from and against all claims, losses, damages, liability and costs, including costs of defense thereof, arising out of or in any way connected with performance of construction work by persons other than SCSNY and its subcontractors.

10.8 To the extent specifically provided in the Services, SCSNY will be available for advice and consultation, and will monitor on a limited basis construction work performed by persons other than SCSNY. SCSNY accepts no responsibility and makes no warranty whatsoever that construction work performed by other persons meets the design specifications (this being the sole responsibility of Client) unless the Services provides specifically for SCSNY to assume such responsibility. In no event shall SCSNY be responsible for the means, method or manner of performance of any persons other than SCSNY or its Subcontractors.

10.9 At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to SCSNY, nor shall any provision of this Agreement be interpreted to permit or obligate SCSNY to assume the status of a "generator," "owner," "operator," "transporter," "arranger," or "treatment, storage or disposal facility" under state or federal law.

ARTICLE 11--TERMINATION OF AGREEMENT. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party without cause; by mutual written agreement of the parties; or by either party with five (5) days written notice to the other in the event of continuing substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, SCSNY shall be paid for all Services performed by SCSNY to the effective date of termination. The indemnities of Article 9 and Article 10 shall survive any termination of this Agreement.

ARTICLE 12--DELEGATION OF DUTIES; ASSIGNMENT; SUCCESSORS. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

ARTICLE 13--EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Client and SCSNY and supersedes all prior negotiations, representations, or agreements, either written or oral, for Project. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of last date written below.

CLIENT: Village of Haverstraw

SCS ENGINEERS OF NEW YORK, P.C.

SIGN: _____

SIGN: _____

PRINT NAME: _____

PRINT NAME: Marcus Scrimgeour, PE

TITLE: _____

TITLE: Project Director

DATE: _____

DATE: _____

SCSNY Project No. _____

ATTACHMENT A

ATTACHMENT B

**CHANGE ORDER PURSUANT TO AGREEMENT
BETWEEN SCS ENGINEERS OF NEW YORK, P.C.
AND CLIENT FOR PROFESSIONAL SERVICES**

CHANGE ORDER # _____

1. Scope of Services to be Changed:

2. Schedule to be Changed:

3. Compensation to be Changed:

4. Special Provisions:

5. Agreement by the Parties: The parties have caused this Change Order to be executed by their duly authorized representatives.

SCS ENGINEERS OF NEW YORK, P.C.:

CLIENT: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Project No. _____

ATTACHMENT C

STANDARD FEE SCHEDULE
(Effective through December 2022)

	<u>Rate/Hour</u>
Project Director II	\$262
Project Director I.....	218
Project Manager	191
Senior Project Professional.....	175
Project Professional	142
Staff Professional	126
Designer	130
Associate Staff Professional	107
Drafter	102
Senior Field Technician	107
Technician.....	83
Office Administrator.....	123
Administrative Assistant.....	102
Secretary/Clerical.....	73

1. The hourly rates are effective through December 31, 2022. Work performed thereafter is subject to a new Fee Schedule.
2. The above rates include salary, overhead, administration, and profit. Costs for outside consultants, laboratory and subcontractors and for job related travel (current automobile¹ mileage rate is \$0.56 per mile) and subsistence, computer and administration fee (\$4.00 per billable hour for non-field work), equipment, supplies, etc., are billed at actual cost plus 15 percent.
3. Charges for equipment usage will be invoiced in accordance with SCS's Equipment Rates schedule, plus 15 percent.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed to in writing. Client agrees to pay legal costs, including attorney's fees incurred by SCS in collecting any amounts past due and owing on client's account.
6. Rates for Senior Executives and Principals of the firm and special situations, such as litigation support and expert testimony, are negotiated on a project-specific basis.

¹Current truck usage rate is \$35 per half day, \$65 per day plus \$0.40 per mile



OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice was Sent: 1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:
 New Application Renewal Alteration Corporate Change Removal Class Change Method of Operation Change

For **New** applicants, answer each question below using all information known to date
 For **Renewal** applicants, answer all questions
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type
 For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board:

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: , NY Zip Code:

9. Business Telephone Number of Applicant/Licensee: Please Contact Representative (212) 390-0806

10. Business E-mail of Applicant/Licensee: "Please Contact Representative info@rezonatorservices.com

11. Type(s) of alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service:
 Full food menu; full kitchen run by a chef or cook Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment:

14. Method of Operation: (check all that apply)

<input type="checkbox"/> Seasonal Establishment	<input type="checkbox"/> Juke Box	<input type="checkbox"/> Disc Jockey	<input checked="" type="checkbox"/> Recorded Music
<input type="checkbox"/> Live Music (give details i.e., rock bands, acoustic, jazz, etc.): <input type="text" value="N/A"/>			
<input type="checkbox"/> Patron Dancing	<input type="checkbox"/> Employee Dancing	<input type="checkbox"/> Exotic Dancing	<input type="checkbox"/> Topless Entertainment
<input type="checkbox"/> Video/Arcade Games	<input type="checkbox"/> Third Party Promoters	<input type="checkbox"/> Security Personnel	
<input type="checkbox"/> Other (specify): <input type="text" value="N/A"/>			

15. Licensed Outdoor Area: (check all that apply)

<input checked="" type="checkbox"/> None	<input type="checkbox"/> Patio or Deck	<input type="checkbox"/> Rooftop	<input type="checkbox"/> Garden/Grounds	<input type="checkbox"/> Freestanding Covered Structure
<input type="checkbox"/> Sidewalk Cafe <input type="checkbox"/> Other (specify): <input type="text" value="N/A"/>				



OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

Name

Serial Number

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village: State: Zip Code:

25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

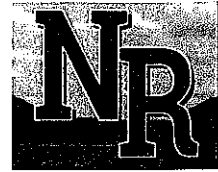
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature: *Kenny Fuentes-Mojica*



North Rockland High School NJROTC Parent's Association

Theills, NY 10984

The mission at North Rockland High School Naval Junior Reserve officer training Corps is to empower cadets to continue their education, achieve personal and team goals and to teach us how to become better citizens. We are currently taught in four different classes and coached on several different teams participating in competitions such as Armed/Unarmed Drill, Color Guard, Academic, Physical Training, Marksmanship, STEM and Orienteering. Our unit is comprised of over 100 cadets from the local area ranging from 14-18 years old. NJROTC students have better school performance, higher graduation rates and fewer discipline problems than other students.

In addition to traveling to numerous competitions each year, our cadets visit Military bases, Ships, Submarines and Aircraft Squadrons. We also perform over 2000 community service hours locally each year, giving back to the surrounding Rockland County area.

How can you help? Our Unit receives virtually no money from the Navy, the school or the county to support our activities. It takes \$10,00 dollars a year in fundraising to effectively run the unit and support out teams. The Navy provides us with Uniforms but we must pay for our competitions athletic clothing lodging, equipment, transportation and food for travel. We perform various fundraisers but invariably run short of time and money goals. Please consider making a donation to NRHS NJROTC. All amounts are welcome. Thank you for time and consideration.

Just mail this letter along with your enclosed your check made payable to "NRHS NJROTC Parent's Association". Mail to NJROTC Parent's Association 106 Hammond Rd. Thiells, NY 10984.

Please check donation amount: ___\$1000.00 ___\$500.00 ___\$250.00 ___\$100.00 ___\$75.00 ___\$50.00
___\$35.00 ___\$25.00 _____ Other Amount

Sincerely,
Christy June -Tyler
President, NRHS NJROTC Parent's Association.
Cell (845)558-4800 or email Parentassoc.njrotc@Gmail.com

