

**HVERSTRAW TOWN BOARD  
APRIL 11, 2023**

**1. PLEDGE OF ALLEGIANCE**

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

**3. ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF MARCH 28, 2023.**

**4. PAYMENT OF BILLS**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.**

**5. ACCEPTANCE OF REPORTS**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF MARCH 2023.**

**6. APPOINTMENT OF ALAYS AQUINO - POLICE OFFICER (SPANISH SPEAKING) (OC)- FULL TIME**

**RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPOINT ALAYS AQUINO OF GARNERVILLE, NEW YORK TO THE POSITION OF POLICE OFFICER (SPANISH SPEAKING) (OC), FULL TIME FOR THE TOWN OF HVERSTRAW POLICE DEPARTMENT EFFECTIVE APRIL 11, 2023 AND BE IT FURTHER**

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

**7. APPOINTMENT OF JOSE A. GARCIA, LABORER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

**RESOLVED, THAT UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENSKEEPER,, THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPOINT JOSE A. GARCIA OF HVERSTRAW, NEW YORK TO THE POSITION OF LABORER, FULL TIME FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE AT A SALARY OF \$21.63 PER HOUR, EFFECTIVE APRIL 3, 2023, AND BE IT FURTHER**

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

8. **AUTHORIZATION FOR SUPERINTENDENT OF HIGHWAYS TO ATTEND ITHACA COLLEGE (2023 HIGHWAY SCHOOL)**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR GEORGE WARGO, JR., SUPERINTENDENT OF HIGHWAYS TO ATTEND ITHACA COLLEGE, 2023 HIGHWAY SCHOOL, TO BE HELD FROM JUNE 4, 2023 TO JUNE 6, 2023 IN ITHACA, NEW YORK, SPONSORED BY THE NYS ASSOCIATION OF TOWN SUPERINTENDENT OF HIGHWAYS, AT A COST FOR CLASS AND ACCOMMODATIONS NOT TO EXCEED \$1,000.00.

9. **ACCEPTANCE OF LETTER OF RETIREMENT – THOMAS OUDERKIRK.**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR POLICE OFFICER, TOWN OF HAVERSTRAW POLICE DEPARTMENT, THOMAS OUDERKIRK EFFECTIVE MAY 10, 2023.

10. **AWARD OF RFQ NO. 14 - 2023 – SODIUM HYPOCHLORITE - 12.5 - 15% (CHLORINE), AT BOWLINE POINT PARK**

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR SODIUM HYPOCHLORITE 12.5 - 15% (CHLORINE) TO BE USED AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO MAIN POOL & CHEMICAL CO. INC. OF DUPONT, PENNSYLVANIA THE LOWEST QUOTE, AT A COST OF \$2.95 PER GALLON.

11. **AWARD OF RFQ NO. 15 - 2023 –INSTALLATION OF A FENCE TO CLOSE IN THE AREA UNDERNEATH THE GRAND STAND BLEACHERS AT THE HAVERSTRAW RECREATION COMPLEX**

RESOLVED, THAT FOUR (4) RFQs WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE INSTALLATION OF A 6 FT FENCE TO CLOSE IN THE AREA UNDERNEATH THE GRAND STAND BLEACHERS AT THE HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 15 - 2023 TO HOMESTEAD FENCE, INC. FROM WEST HAVERSTRAW, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$16,525.00, THE LOWEST QUOTE.

12. **AWARD OF CONTRACT TO THE GORMAN GROUP. – PAVER-PLACED SURFACE TREATMENT - VARIOUS TOWN ROADS**

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH THE GORMAN GROUP OF ALBANY, NEW YORK FOR PAVER-PLACED SURFACE TREATMENT FOR THE FOLLOWING: MOUNTAIN VIEW DRIVE, VALLEY DRIVE, VALLEY CIRCLE, BRISMAN DRIVE, SKYLINE DRIVE, HILLSIDE DRIVE, CREEKVIEW DRIVE, HAVEN CREST DRIVE AND LOCUST DRIVE, AT A COST NOT TO EXCEED OF \$625,000.00 PURSUANT TO THE 2023 NEW YORK STATE OGS LIQUID BITUMINOUS CONTRACT PC # 69536.

13. AWARD OF CONTRACT TO INDUS. – MICRO SURFACE TREATMENT - VARIOUS TOWN ROADS

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH INDUS OF BRAINTREE, MASSACHUSETTS FOR MICRO SURFACE TREATMENT FOR THE FOLLOWING: CHERRY LANE, CHERRY CIRCLE, OAKRIDGE ROAD, MOHAWK LANE, PALISADES COURT AND SAGAMORE COURT, AT A COST NOT TO EXCEED OF \$225,000.00 PURSUANT TO THE 2023 INDUS NEW YORK STATE CONTRACT PC # 23250.

14. ESTABLISH CAPITAL PROJECT – 2023 PAVER-PLACED SURFACE TREATMENT AND MICRO SURFACING PROJECT

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE 2023 PAVER-PLACED SURFACE TREATMENT AND MICRO SURFACING PROJECT, AS A CAPITAL PROJECT IN THE AMOUNT OF \$850,000.00 OF WHICH \$350,000.00 WILL BE FUNDED FROM THE GENERAL FUND AS INTERFUND TRANSFER AND \$500,000.00 WILL BE FUNDED BY THE HIGHWAY DB FUND AS AN INTERFUND TRANSFER.

15. AWARD OF RFP NO. 7 - 2023 TO WEST POINT TOURS INC.– TRANSPORTATION FOR A TOWN OF HAVERSTRAW SENIORS TRIP

RESOLVED, THAT THREE (3) RFPS WERE SUBMITTED TO LORRAINE AROCENA, RECREATION ASSISTANT, TO PROVIDE TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW SENIORS TO SIX FLAGS GREAT ADVENTURE IN JACKSON TOWNSHIP, NEW JERSEY ON SATURDAY, MAY 6, 2023, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 7 - 2023 TO WEST POINT TOURS, INC. OF VAILS GATE, NEW YORK AT A PRICE OF \$2,100.00 PER BUS, THE LOWEST CONFORMING PROPOSAL.

16. AWARD OF RFP NO. 8 - 2023 TO WEST POINT TOURS INC.– TRANSPORTATION FOR A TOWN OF HAVERSTRAW SENIORS TRIP

RESOLVED, THAT TWO (2) RFPS WERE SUBMITTED TO ROSA URENA, CONSTITUENT SERVICES ASSISTANT, TO PROVIDE TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW SENIORS TO THE RESORTS IN NEWBURGH, NEW YORK ON THURSDAY, APRIL 13, 2023, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 8 - 2023 TO WEST POINT TOURS, INC. OF VAILS GATE, NEW YORK AT A COST OF \$1,450.00, THE LOWEST CONFORMING PROPOSAL.

17. AWARD OF RFQ NO. 16-2023 – EPOXY PAINT FOR THE KIDDIE POOL AND SPLASH PAD AT BOWLINE POINT PARK

RESOLVED, THAT TWO (2) REQUESTS FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER FOR EPOXY PAINT FOR THE KIDDIE POOL AND SPLASH PAD AT BOWLINE POINT PARK AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO BECKERLE LUMBER SUPPLY OF HAVERSTRAW, NEW YORK, AT A COST OF \$2,580.00, THE LOWEST QUOTE.

18. **ACQUISITION OF EQUIPMENT FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH STORR TRACTOR COMPANY FROM BRANCBURG, NEW JERSEY TO ACQUIRE ONE (1) LEHY HR SPREADER EQUIPPED WITH 3-POINT HITCH MOUNTING, 550 LB. CAPACITY, SPREADING WIDTH OF UP TO 52 FEET, CENTER OR SIDE DELIVERY, PTO SPREADER DRIVE AND REMOTE HOPPER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE UNDER NEW YORK STATE BID NUMBER PC66756 FOR A TOTAL COST OF \$5,450.

19. **ACCEPTANCE OF AUDIT REPORT- TOWN OF HAVERSTRAW JUSTICE COURT**

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



**TOWN OF HAVERSTRAW**

**John Frizalone**  
Director of Parks

HOWARD T. PHILLIPS, JR.  
Supervisor

WILLIAM M. STEIN  
Town Attorney

ISIDRO CANCEL  
VINCENT J. GAMBOLI  
JOHN J. GOULD  
JOHNNY ORTIZ  
Councilmen

## MEMO

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** April 11, 2023

**Re:** **RFQ - Sodium Hypochlorite – 12.5-15% (Chlorine)**

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Gentlemen,

I have obtained a Request for Quote (RFQ), for Sodium Hypochlorite – 12.5-15% (Chlorine), at Bowline Point Park. Please be advised that Main Pool and Chemical Company CO. INC., had the lowest quote, for the amount of \$2.95 per gallon.


**Quotes – RFQ - Sodium Hypochlorite – 12.5-15% (Chlorine)**

- 1) Main Pool & Chemical Co. - \$2.95 per gallon
- 2) Slack Chemical Co. - \$3.92 per gallon
- 3) Wechsler Pool Supply Co.- 3.23 per gallon

If you have any questions, or require additional information, please feel free to contact me.

Please inform me of your decision.

Regards,

  
John Frizalone  
Director of Parks



TOWN OF HAVERSTRAW

**MEMO**

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** April 11th, 2023

**Re:** **RFQ – Grand Stand Fence**

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I have obtained Request for Quotes (RFQ), for the installation of a fence to close in the area underneath the Grand Stand Bleachers at the new Recreation Complex. Quotes were obtained for both a 6 foot and 8 foot fence option. Please be advised that Homestead Fence Inc, had the lowest quote for both options. The 6 foot fence was quoted at \$16,525.00 and the 8 foot fence at \$20,375.00.

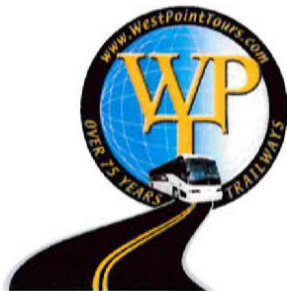
**Quotes – Grand Stand Fence:**

1. Homestead Fence Inc.  
6 foot option- \$16,525.00  
8 foot option-\$20,375.00
  
2. Precision Fence & Automated Gates  
6 foot option- \$24,650.00  
8 foot option-\$28,895.00
  
3. Yaboo Fence Company-  
6 foot option- \$18,800.00  
8 foot option-\$21,000.00
  
4. Fesco Fence.  
6 foot option- \$37,816.97

Please inform me of your decision on which option is preferable.

Regards,

  
John Frizalone  
Director of Parks



P.O. Box 125  
 Vails Gate, NY 12584  
 845-561-2671

(Fax: 845-561-6948)  
 westpointtours.com

Quote

Town Of Haverstraw  
 Rosa Urena  
 1 Rosman Rd  
 Garnerville, NY 10923

**Quote # Q14889**

Date Printed: Tuesday, March 28, 2023  
 PO #:  
 Group Name:  
 Phone: 845-429-2200 Fax: 845-429-4701  
 Salesperson: Mary Rice  
 Salesperson Email: mary@westpointtours.com  
 Customer Email: josulli376@aol.com; mcancel@tow

		Time	Date	# Vehicles	Description	Total Capacity
Pickup	Walnut Hill Apartments Route 9W West Haverstraw, NY	11:00am	Thu 04/13/23	1	55 PAX	55
Dropoff	Resorts - Newburgh 1401 NY 300 Newburgh, NY		Thu 04/13/23			55
Pickup	Resorts - Newburgh 1401 NY 300 Newburgh, NY	4:00pm	Thu 04/13/23			55
Dropoff	Walnut Hill Apartments Route 9W West Haverstraw, NY	5:00pm	Thu 04/13/23			55

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Already Quoted	1.00	1450.00	1450.00	
<b>Total Cost: \$</b>		<b>1,450.00</b>		

**Itinerary:** Rates exclude drive gratuity

\*\*\*\*THIS IS A QUOTE. TO CONFIRM, YOU MUST CONTACT OUR OFFICE \*\*\*\*

\*\*\*\*DEPOSIT IS DUE UPON CONFIRMATION \*\*\*\*

\*\*\*\*THIS CHARTER IS NOT CONFIRMED UNTIL WE RECEIVE A DEPOSIT OR FULL PAYMENT \*\*\*\*

\*\*\*\* FULL PAYMENT IS DUE AT LEAST 21 DAYS PRIOR TO THE DEPARTURE DATE\*\*\*\*

**FOR PAYMENT WE ACCEPT CREDIT CARDS (THERE WILL BE A 3.99% SERVICE FEE) ACH PAYMENT (REQUIRES CHECKING ACCOUNT NUMBER AND ROUTING NUMBER) OR A PHYSICAL CHECK.**

THIS RATE DOES NOT INCLUDE THE FOLLOWING, UNLESS SPECIFIED: DRIVERS GRATUITY, PARKING FEE'S, PERMITS & DRIVER'S HOTEL ROOM. THIS RATE IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. ALL CHANGES MUST BE MADE AT LEAST 3 BUSINESS DAYS PRIOR TO TRIP DEPARTURE. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. WITH ANY PAYMENT RECEIVED, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED AGREEMENT AND THE CONFIRMATION. WEST POINT TOURS RESERVES THE RIGHT TO CANCEL TRIP FOR ANY NONPAYMENT.

**REQUESTS FOR LIFT EQUIPPED COACHES MUST BE MADE 48 HOURS PRIOR TO DEPARTURE.**

**\*\*\* CANCELLATION POLICY\*\*\***

AFTER A TRIP IS CONFIRMED, ANY CANCELLATION WILL BE SUBJECT TO A MINIMUM 10% CANCELLATION FEE. THIS FEE WILL BE BASED ON THE FULL CHARTER PRICE. CANCELLATIONS MADE LESS THAN 60 DAYS PRIOR TO DEPARTURE DATE, WILL BE SUBJECT TO A 20% CANCELLATION FEE, 30 DAYS OR LESS: 30% CANCELLATION FEE, 14 DAYS OR LESS: 50% CANCELLATION FEE, 7 DAYS OR LESS: 100% CANCELLATION FEE. IN THE EVENT THE CHARTER CAN NOT OPERATE DUE TO PRESENT OR FUTURE GOVERNMENTAL LAWS, THE CHARTER SHALL BE RESCHEDULED AT A MUTUALLY CONVENIENT DATE AND TIME WITH NO PENALTY TO THE CUSTOMER. IN THE EVENT THE CUSTOMER CHOOSES NOT TO RESCHEDULE, THE ABOVE CANCELLATION POLICY IS IN EFFECT.

## CHARTER RENTAL AGREEMENT

**THIS CHARTER RENTAL AGREEMENT** (the "Agreement") is effective as of the date set forth on the attached Confirmation Letter (the "Letter") by and between WEST POINT TOURS, INC. ("WPT") and the individual(s) whose name or names are set forth in the Letter (singularly or collectively, the "CUSTOMER").

**WHEREAS**, WPT offers charter vehicle rental services;

**WHEREAS**, CUSTOMER desires to rent vehicle(s) from WPT under the terms and conditions in the Letter;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. TERMS OF CHARTER.** With any payment received, either for a deposit or a balance due, CUSTOMER agrees to all of the terms and conditions set forth in this Agreement and the Letter, which are incorporated as part of this Agreement.

**2. ASSUMPTION OF RISK.** CUSTOMER fully understands, acknowledges and accepts the risks inherent in the use of WPT's chartered rental vehicles, including but not limited to delays or inability to complete a chartered trip because of automobile accidents, traffic, construction, weather, acts of God, fire, strikes, shortages of labor or materials, present or future governmental laws, acts of war or terrorism, or for any other reason beyond the reasonable control of WPT. CUSTOMER voluntarily assumes all risk associated with communicable pathogens. CUSTOMER has made payment freely and voluntarily and intends such payment to express CUSTOMER's agreement to assume these risks and accept the limitation of liability set forth below to the fullest extent permitted by law.

**3. LIMITATION OF LIABILITY.** In no event will WPT, its directors, officers, agents or employees be liable for consequential, incidental, indirect, punitive or special damages, or for the loss or limitation of the use of the services of third-party service vendors retained by CUSTOMER (including photographers, caterers, entertainers, event venues or like vendors) or for loss profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise. This limitation of liability shall apply even where WPT is advised of the likelihood of such damage, loss or limitation and/or such damage, loss or limitation is the natural and probable consequence of the breach of this Agreement and/or any duty imposed upon or assumed by WPT. In any event, the parties agree that any liability award against WPT shall be no more than the rental price set forth in the Letter.

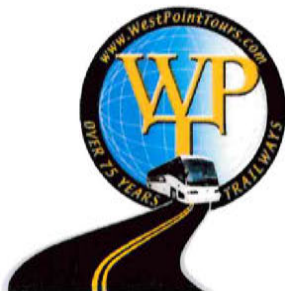
**4. INDEMNITY.** CUSTOMER shall indemnify and hold harmless WPT, its directors, officers, agents and employees from and against all liabilities, claims, losses, judgments and expenses, including reasonable attorney's fees regarding or relating to the enforcement of this Agreement.

**5. REMEDIES.** CUSTOMER shall be liable for the reasonable attorney's fees and costs incurred by WPT in any action regarding or relating to this Agreement, provided the court or tribunal in such action determines WPT is the prevailing party. The exclusive venue of any such action shall be in Orange County, New York. In such an action, each party agrees to waive any right it may have to a jury trial and any argument it might have under the doctrine of forum non conveniens.

**6. ENFORCEMENT.** No modification of this Agreement shall be valid unless in writing and signed by the parties. This Agreement sets forth the entire agreement and understanding between the parties. This Agreement shall be binding on the parties, their heirs, legal representatives, successors and assigns. This Agreement shall be construed and governed pursuant to and under the laws of the State of New York, without regard to choice of law principles.

**7. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.





P.O. Box 125  
Vails Gate, NY 12584  
845-561-2671

(Fax: 845-561-6948)  
westpointtours.com

## Quote

Town Of Haverstraw  
Town Clerk  
1 Rosman Rd  
Garnerville, NY 10923

### Quote # Q14884

Date Printed: Tuesday, March 28, 2023

PO #:

Group Name:

Phone: 845-429-2200 Fax: 845-429-4701

Salesperson: Mary Rice

Salesperson Email: mary@westpointtours.com

Customer Email: josulli376@aol.com; mcancel@tow

		Time	Date	# Vehicles	Description	Total Capacity
Pickup	Haverstraw Town Hall 1 Rosman Rd. Garnerville, NY	9:30am	Sat 05/06/23	3	55 PAX	165
Dropoff	Great Adventure 1 Six Flags Boulevard Jackson, NJ		Sat 05/06/23			165
Pickup	Great Adventure 1 Six Flags Boulevard Jackson, NJ	5:00pm	Sat 05/06/23			165
Dropoff	Haverstraw Town Hall 1 Rosman Rd. Garnerville, NY	7:30pm	Sat 05/06/23			165

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Already Quoted	3.00	2100.00	6300.00	

**Total Cost: \$ 6,300.00**

**Itinerary:** Rates exclude driver gratuity

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\*\*\*\*DEPOSIT IS DUE UPON CONFIRMATION \*\*\*\*

\*\*\*\*THIS CHARTER IS NOT CONFIRMED UNTIL WE RECEIVE A DEPOSIT OR FULL PAYMENT \*\*\*\*

\*\*\*\* FULL PAYMENT IS DUE AT LEAST 21 DAYS PRIOR TO THE DEPARTURE DATE\*\*\*\*

**FOR PAYMENT WE ACCEPT CREDIT CARDS (THERE WILL BE A 3.99% SERVICE FEE) ACH PAYMENT (REQUIRES CHECKING ACCOUNT NUMBER AND ROUTING NUMBER) OR A PHYSICAL CHECK.**

THIS RATE DOES NOT INCLUDE THE FOLLOWING, UNLESS SPECIFIED: DRIVERS GRATUITY, PARKING FEE'S, PERMITS & DRIVER'S HOTEL ROOM. THIS RATE IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. ALL CHANGES MUST BE MADE AT LEAST 3 BUSINESS DAYS PRIOR TO TRIP DEPARTURE. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. WITH ANY PAYMENT RECEIVED, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED AGREEMENT AND THE CONFIRMATION. WEST POINT TOURS RESERVES THE RIGHT TO CANCEL TRIP FOR ANY NONPAYMENT.

**REQUESTS FOR LIFT EQUIPPED COACHES MUST BE MADE 48 HOURS PRIOR TO DEPARTURE.**

\*\*\* CANCELLATION POLICY \*\*\*

AFTER A TRIP IS CONFIRMED, ANY CANCELLATION WILL BE SUBJECT TO A MINIMUM 10% CANCELLATION FEE. THIS FEE WILL BE BASED ON THE FULL CHARTER PRICE. CANCELLATIONS MADE LESS THAN 60 DAYS PRIOR TO DEPARTURE DATE, WILL BE SUBJECT TO A 20% CANCELLATION FEE, 30 DAYS OR LESS: 30% CANCELLATION FEE, 14 DAYS OR LESS: 50% CANCELLATION FEE, 7 DAYS OR LESS: 100% CANCELLATION FEE. IN THE EVENT THE CHARTER CAN NOT OPERATE DUE TO PRESENT OR FUTURE GOVERNMENTAL LAWS, THE CHARTER SHALL BE RESCHEDULED AT A MUTUALLY CONVENIENT DATE AND TIME WITH NO PENALTY TO THE CUSTOMER. IN THE EVENT THE CUSTOMER CHOOSES NOT TO RESCHEDULE, THE ABOVE CANCELLATION POLICY IS IN EFFECT.

## CHARTER RENTAL AGREEMENT

**THIS CHARTER RENTAL AGREEMENT** (the "Agreement") is effective as of the date set forth on the attached Confirmation Letter (the "Letter") by and between WEST POINT TOURS, INC. ("WPT") and the individual(s) whose name or names are set forth in the Letter (singularly or collectively, the "CUSTOMER").

**WHEREAS**, WPT offers charter vehicle rental services;

**WHEREAS**, CUSTOMER desires to rent vehicle(s) from WPT under the terms and conditions in the Letter;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. TERMS OF CHARTER.** With any payment received, either for a deposit or a balance due, CUSTOMER agrees to all of the terms and conditions set forth in this Agreement and the Letter, which are incorporated as part of this Agreement.

**2. ASSUMPTION OF RISK.** CUSTOMER fully understands, acknowledges and accepts the risks inherent in the use of WPT's chartered rental vehicles, including but not limited to delays or inability to complete a chartered trip because of automobile accidents, traffic, construction, weather, acts of God, fire, strikes, shortages of labor or materials, present or future governmental laws, acts of war or terrorism, or for any other reason beyond the reasonable control of WPT. CUSTOMER voluntarily assumes all risk associated with communicable pathogens. CUSTOMER has made payment freely and voluntarily and intends such payment to express CUSTOMER's agreement to assume these risks and accept the limitation of liability set forth below to the fullest extent permitted by law.

**3. LIMITATION OF LIABILITY.** In no event will WPT, its directors, officers, agents or employees be liable for consequential, incidental, indirect, punitive or special damages, or for the loss or limitation of the use of the services of third-party service vendors retained by CUSTOMER (including photographers, caterers, entertainers, event venues or like vendors) or for loss profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise. This limitation of liability shall apply even where WPT is advised of the likelihood of such damage, loss or limitation and/or such damage, loss or limitation is the natural and probable consequence of the breach of this Agreement and/or any duty imposed upon or assumed by WPT. In any event, the parties agree that any liability award against WPT shall be no more than the rental price set forth in the Letter.

**4. INDEMNITY.** CUSTOMER shall indemnify and hold harmless WPT, its directors, officers, agents and employees from and against all liabilities, claims, losses, judgments and expenses, including reasonable attorney's fees regarding or relating to the enforcement of this Agreement.

**5. REMEDIES.** CUSTOMER shall be liable for the reasonable attorney's fees and costs incurred by WPT in any action regarding or relating to this Agreement, provided the court or tribunal in such action determines WPT is the prevailing party. The exclusive venue of any such action shall be in Orange County, New York. In such an action, each party agrees to waive any right it may have to a jury trial and any argument it might have under the doctrine of forum non conveniens.

**6. ENFORCEMENT.** No modification of this Agreement shall be valid unless in writing and signed by the parties. This Agreement sets forth the entire agreement and understanding between the parties. This Agreement shall be binding on the parties, their heirs, legal representatives, successors and assigns. This Agreement shall be construed and governed pursuant to and under the laws of the State of New York, without regard to choice of law principles.

**7. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.



TOWN OF HAVERSTRAW

MEMO

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** April 11th, 2023

**Re:** RFQ – Pool Paint

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I have obtained Request for Quotes (RFQ), for epoxy paint for both the Kiddie Pool and Splash Pad. Please be advised, Beckerle Lumber of West Haverstraw came in with the lowest quote of \$215.00 per 2 gallon kit. We would need 12 two gallon kits for a total of \$2,580.00.

**Quotes – Epoxy Paint:**

1. Beckerle Lumber Supply - \$2,580.00
2. Integrity Supply - \$3,125.64

Please inform me of your decision.

Regards,

John Frizalone  
Director of Parks



Sunday, March 19, 2023

Chris Dyroff  
Phillip J. Rotella Memorial Golf Course  
100 Thiells Mt Ivy Rd  
Thiells, New York 10984-1443 United States

Dear Chris,

As requested I am pleased to submit the following quotation.

- 1 **Lely 1250 Spreader** equipped with 3-point hitch mounting, 1250 lb. capacity, spreading width of up to 52 feet, center or side delivery, PTO spreader drive and remote hopper control. **\$ 6450.00**
  
- 1 **Lely HR Spreader** equipped with 3-point hitch mounting, 550 lb. capacity, spreading width of up to 52 feet, center or side delivery, PTO spreader drive and remote hopper control. **\$ 5,450.00**

If you should have any questions feel free to contact me at (908)413-5640.

Sincerely,

*Guy Gurney*

Guy Gurney  
Sales Consultant