## HAVERSTRAW TOWN BOARD JULY 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 HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF JUNE 27, 2023.

#### 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. PUBLIC HEARING – PURSUANT TO CHAPTER 127-31 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW

### **PURPOSE OF PUBLIC HEARING**

THIS PUBLIC HEARING IS BEING HELD TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE PROPERTY LOCATED AT 21 DONALDSON LANE, GARNERVILLE, NEW YORK 10923 DUE TO THE FAILURE OF THE OWNER/TENANT AND/OR OCCUPANT OF THE ABOVE PREMISES TO CORRECT A CONDITION COMPLAINED OF, SPECIFICALLY THAT THE GRASS AND/OR WEEDS ARE SIGNIFICANTLY OVERGROWN ON THE PROPERTY CAUSING A PUBLIC NUISANCE.

# 7. <u>PUBLIC HEARING – PURSUANT TO CHAPTER 127-26(A)(1)(2) OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW</u>

## PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE PROPERTY LOCATED AT 9 SHERMAN DRIVE, GARNERVILLE, NEW YORK 10923 DUE TO THE FAILURE OF THE OWNER/TENANT AND/OR OCCUPANT OF THE ABOVE PREMISES TO CORRECT A CONDITION COMPLAINED OF, SPECIFICALLY STORING AN UNREGISTERED VEHICLE ON THE FRONT LAWN OF THE PROPERTY CAUSING A PUBLIC NUISANCE.

# 8. <u>AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND SOUTH</u> STREET SEAPORT MUSEUM

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SOUTH STREET SEAPORT MUSEUM OF NEW YORK, NEW YORK FOR THE SERVICE OF SIX (6) 90 MINUTES ADVENTURES UNDER SAIL – PIONEER SHORT ON SEPTEMBER 4, 2023 THROUGH SEPTEMBER 6, 2023 AT A COST OF \$6,000.

# 9. <u>AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND THE</u> VILLAGE OF WEST HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF WEST HAVERSTRAW FOR THE USE OF THE TOWN OF HAVERSTRAW POOL FACILITIES AT BOWLINE POINT PARK BY THE STAFF AND CAMPERS WHO PARTICIPATE IN THE 2023 VILLAGE SUMMER DAY CAMP AND TO PROVIDE SWIM INSTRUCTION AND OTHER WATER SAFETY OVERSIGHT TO THE CAMP PARTICIPANTS AS SPECIFIED IN THE AGREEMENT, AND BE IT FURTHER

RESOLVED, THAT THE VILLAGE OF WEST HAVERSTRAW SHALL PAY THE TOWN OF HAVERSTRAW THE SUM OF \$1,200 FOR THE 2023 SEASON.

# 10. AWARD OF BID NO.7-2023 – COMMINGLED RECYCLABLE COLLECTION SERVICE IN THE UNINCORPORATED AREAS IN THE TOWN OF HAVERSTRAW

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF GEORGE WARGO, SUPERINTENDENT OF HIGHWAYS AND WILLIAM M. STEIN, TOWN ATTORNEY THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE BID FOR COMMINGLED RECYCLABLE COLLECTION SERVICE IN THE UNINCORPORATED AREAS OF THE TOWN OF HAVERSTRAW TO CHARLES CAPASSO & SON'S CARTING, INC. OF STONY POINT, NEW YORK, THE SOLE BIDDER, AT A MONTHLY COST OF:

- 2024 ONE FAMILY \$8.50 PER UNIT TWO FAMILY \$17.00 PER UNIT THREE FAMILY \$25.50 PER UNIT
- 2025 ONE FAMILY \$9.00 PER UNIT TWO FAMILY \$18.00 PER UNIT THREE FAMILY \$27.00 PER UNIT
- 2026 ONE FAMILY \$9.50 PER UNIT TWO FAMILY \$19.00 PER UNIT THREE FAMILY \$28,500 PER UNIT

# 11. <u>ACCEPTANCE OF LETTER OF RESIGNATION – CARLOS BARRETT, TOWN OF HAVERSTRAW ZONING BOARD OF APPEALS</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR TOWN OF HAVERSTRAW ZONING BOARD OR APPEALS MEMBER CARLOS BARRETT, EFFECTIVE JUNE 15, 2023.

# 12. <u>AWARD OF TOWN OF HAVERSTRAW BID NO. 9 - 2023 – BOWLINE PARK TENNIS COURT IMPROVEMENTS</u>

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF COSIMO PAGANO, PROJECT ENGINEER, OF TAMBLIN ENGINEERING, PLLC AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH GREEN VALLEY GROUP, INC. OF NANUET, NEW YORK FOR THE BOWLINE PARK TENNIS COURT IMPROVEMENTS AT A TOTAL COST OF \$289,100.00, THE LOW BIDDER.

# 13. <u>ESTABLISH CAPITAL PROJECT – BOWLINE PARK TENNIS COURT IMPROVEMENTS</u>

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE BOWLINE PARK TENNIS COURT IMPROVEMENTS AS A CAPITAL PROJECT IN THE AMOUNT OF \$325,000.00 WHICH WILL BE FUNDED FROM THE GENERAL FUND AS AN INTERFUND TRANSFER.

## 14. <u>ADVERTISE FOR BIDS – BID NO. 11-2023 – BOWLINE PARK POOL</u> IMPROVEMENTS PROJECT

RESOLVED, THAT THE TOWN CLERK BE AND SHE IS HEREBY AUTHORIZED TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK UP TO AND INCLUDING 10:00 A.M. ON MONDAY, AUGUST 21, 2023 FOR THE BOWLINE POINT POOL IMPROVEMENTS PROJECT. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLISION WITH THEIR BIDS.

# 15. CREATE ONE (1) CHIEF CLERK OFFICE OF BOARDS AND COMMISSIONS (C) - FULL TIME POSITION FOR THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CREATE ONE (1) CHIEF CLERK OFFICE OF BOARDS AND COMMISSIONS (C), FULL TIME POSITION FOR THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE CREATION OF THIS POSITION IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

# 16. <u>CREATE ONE (1) OFFICE SERVICES AIDE POSITION FOR THE TOWN OF HAVERSTRAW</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CREATE ONE (1) OFFICE SERVICES AIDE POSITION FOR THE TOWN OF HAVERSTRAW EFFECTIVE AUGUST 8, 2023, AND BE IT FURTHER

RESOLVED, THAT THE CREATION OF THIS POSITION IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

# 17. <u>AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND HAVERSTRAW GLASS & MIRROR CO.</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH HAVERSTRAW GLASS & MIRROR CO. OF HAVERSTRAW, NEW YORK TO SUPPLY AND INSTALL TWO (2) OPERATING SCREEN WINDOWS AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX CONCESSION STAND AT A COST OF \$998.75

PUBLIC PARTICIPATION

BOARD MEMBERS

ADJOURNMENT

RAQUEL VENTURA, TOWN CLERK



South Street Seaport Museum 12 Fulton Street New York, NY 10038

212-748-8568

## **CHARTER INVOICE**

Invoice # ChP100423A

The Town of Haverstraw

Haverstraw Town Hall One Rosman Road Garnerville, NY 10923

Attn: Alex Guarino

aguarino@townofhaverstraw.org

Invoice Date: 6/23/2023

Program Da	to:	Program:	- Green Edu	14.00ma/com
. rogram ba		riogiam.	Program Type:	Program Fee
10/4/2023	90mins	Adventures Under Sail	Pioneer- short	\$1,000.00
10/4/2023	90mins	Adventures Under Sail	Pioneer- short	\$1,000.00
10/5/2023	90mins	Adventures Under Sail	Pioneer- short	\$1,000.00
10/5/2023	90mins	Adventures Under Sail	Pioneer- short	\$1,000.00
10/6/2023	90mins	Adventures Under Sail	Pioneer- short	\$1,000.00
10/6/2023	90mins	Adventures Under Sail	Pioneer- short	\$1,000.00

Cancellation Policy: To receive a full refund, charters must be cancelled at least 60 days prior to the charter date: Please review your Charter Agreement for complete rescheduling and cancellation policies.

Total Due \$6,000.00

## 50% deposit is due by 6/30/2023

## Payment in full is due by 9/4/2023

We accept payment via credit card or check - please, no cash.

- Credit cards can be processed over the phone by calling 212-748-8568, or by filling in your information on this invoice, then scanning and emailing it to charters@seany.org
- If paying by check, it must be received prior to the due date, or you may provide a credit card to hold your reservation until the check is received and processed. The card will only be charged if a check has not been received by the due date, or if the check cannot be processed.
- Crew gratuity, while customary, is not included in your charter fee. Gratuities may be paid in advance via credit card or in cash to the captain, who will distribute them among all crew members on your sail. Charter gratuities typically range between 10%-20%.

Please make all checks payable to: South Street Seaport Museum	For credit card payments please provide:
Mail to:	Name (as written on card):
12 Fulton Street New York, NY 10038	Card Number:
Attn: Education Department	Expiration: Billing Zip Code:

**Cancellation Policy:** To receive a full refund, charters must be cancelled at least 60 days prior to the charter date. Please review your Charter Agreement for complete rescheduling and cancellation policies.

# SERVICE AGREEMENT / SWIM INSTRUCTION AND FACILITIES USE AGREEMENT

## VILLAGE OF WEST HAVERSTRAW WITH

## TOWN OF HAVERSTRAW

AGREEMENT made as of this day of	f, 2023, by and between the
VILLAGE OF WEST HAVERSTRAW, a munic	ripal corporation, having its offices at 130
Samsondale Avenue, West Haverstraw, New York 1	0993 (hereinafter referred to as "Village") and
the TOWN OF HAVERSTRAW, a municipal corp-	oration having its offices at 1 Rosman Road,
Garnerville, New York 10923 (hereinafter the "Tow	

WHEREAS, the Village operates a summer day camp for its resident youth, which includes, among the other recreational activities that comprise the camp program, swimming and swim related activities, all of which take place at the Town owned and operated Bowline Park swimming pool; and

WHEREAS, the Town, as the operator of the pool complex, employs a full complement of trained park staff, including water safety instructors, lifeguards and various other supervisory personnel, as required to make the operation of the pool and related facilities safe for all of those who use it; and

WHEREAS, the Village wishes to provide swim instruction to all of its camp attendees who require same and wish to enroll, and to do so utilizing the experience and skills of the Town's existing pool staff; and

WHEREAS, the Town is amenable to making its pool staff available to the Village for the purpose of swim instruction, and, more generally, for the use of the pool facilities, on the dates, and at the times, when the Village campers are present at the pool, for a fee, all as hereinafter set forth,

**NOW, THEREFORE**, based on the promises and other consideration hereinafter set forth, it is agreed as follows:

- 1. <u>Scope of Services and Compensation</u>. The Town agrees to allow access to the Town pool facilities at Bowline Park by the staff and campers who participate in the 2023 Village Summer Day Camp, and to provide swim instruction and other water safety oversight to the camp participants on the dates, and at the times, set forth and described on Schedule "A" hereto, for which the Village shall pay the Town the sum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00).
- 2. <u>Compliance with All Laws.</u> The Town represents that those Town employees who provide the swim instruction and swim safety services will be qualified to do so and will

possess all of the necessary training and or certification required by all applicable federal, state and local laws, statutes, regulations or ordinances.

3. <u>Insurance.</u> Both the Town and the Village each covenant, as a material condition of this agreement, to procure and maintain throughout the term hereof, general liability and excess liability and in the amounts set forth below; and to maintain workers compensation and disability coverage for their own employees in the statutory amounts required by law:

General Liability Insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence / Three Million Dollars (\$3,000,000.00) in the aggregate;

Excess liability coverage in the amount of Two Million Dollars (\$2,000,000.00)

Workers' Compensation and Disability Insurance in the required statutory amounts, on state required forms;

There shall be no exclusion under the liability insurance policy, or excess policy, for sexual abuse or other intentional misconduct.

Each party's liability policies shall name the other, its officers, employees and agents as additional insureds thereunder with respect to, or arising out of, the respective operations, work and services provided of each hereunder, and shall further provide that such policies of insurance shall not be cancelled or discontinued except on a minimum of twenty (20) days' notice to the Village. Proof of such insurance shall be delivered by one to the other if requested.

Nothing contained in this section is to be construed as limiting the liability of either party to the policy limits for its acts or omissions, or to limit, diminish, or constitute a waiver its obligation to indemnify, defend, and save harmless the other, its officers, employees or agents in accordance with this Agreement.

All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

4. <u>Independent Contractor</u>. In performing the services under this Agreement, the Town and its employees (and its officers, agents and employees) shall operate as, and have the status of, an independent contractor to the Village, and not an employee of the Village; nor shall the Town act as agent of, or be an agent for, the Village. As an independent contractor, the Town shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for Town's personnel, if any, engaged in the performance of the same.

In accordance with such status as independent contractor, the Town covenants and agrees that neither he nor his employees or agents, if any, will hold themselves out as, nor claim to be officers or employees of the Village, or of any department, agency or unit thereof

by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Village including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

## 5. <u>Discrimination Prohibited.</u> Each party hereto covenants and agrees that:

- (a) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, in the hiring of employees for the performance of work under this contract, or any subcontract, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;
- (c) There may be deducted from the amount payable to the Contractor by the Village under this contract a penalty of fifty dollars for each person for each calendar day during which such person was adjudged to be discriminated against or intimidated in violation of the provisions of the contract;
- (d) This contract may be cancelled or terminated by the Village, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.
- 6. <u>Severability</u>. If any of the terms and conditions of this Agreement shall be finally determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. In such event, the parties further agree that they shall make a good faith attempt to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- 7. Waiver. The failure of the Town of Haverstraw or the Village, as the case may be, to insist upon or to enforce, in any instance, strict performance by the other of any of the terms and conditions of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion, nor shall it be construed as any waiver or relinquishment of its rights under any other provision of this Agreement.

8. <u>Iran Divestment Act.</u> Each Party agrees to comply with the Iran Divestment Act of 2012, set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, which requires bidders that bid on state or local government contracts to certify that they are not named on the list entitled "Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012," which is available on the Office of General Services (OGS) website at:

http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

Violation of this provision may result in, among other things, the termination of this Agreement.

## 9. Miscellaneous Provisions.

- a) <u>Entire Agreement; Amendment, Modification.</u> This Agreement constitutes the entire agreement and understanding of the Parties hereto, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject of the Agreement. This Agreement may not be amended or modified, except by an instrument in writing signed by the Parties hereto.
- b) <u>Controlling Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of New York applicable to agreements which are executed and fully performed within the State of New York, exclusive of conflict-of-laws principles. Any action commenced by either party relating to, or arising out of, this Agreement shall be commenced in the Rockland County Supreme Court.
- c) <u>Execution in Counterpart</u>. This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement.
- d) <u>Section Headings Not Controlling</u>. The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.
- e) <u>Assignment.</u> This Agreement may not be assigned unless such assignment is approved by the Village in writing. Said writing shall be an addendum to this Agreement. Any and all successors, assigns or representatives shall be bound by this Contract and the provisions herein.
- f) Recitals. The Recitals set forth at the outset of this Agreement are expressly incorporated in, and made a part of, this Agreement.
- g) <u>Authority to Execute</u>. By executing this Agreement, the individual signing on behalf of the Town of Haverstraw represents that he has the lawful authority to do so, and is bound in the manner provided in this Agreement.
  - h) Provisions Required to Be Inserted by Law Deemed Inserted. Each and every

provision of law and clauses required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the VILLAGE OF WEST HAVERSTRAW and the TOWN OIF HAVERSTRAW have executed this Agreement as of the day and year first above written.

VILLAGE OF WEST HAVERSTRA	A.W
By:Robert R. D'Amelio, Mayor	Date:
TOWN OF HAVERSTRAW	
Ву:	Date:
	Acknowledgements
STATE OF NEW YORK	
COUNTY OF ROCKLAND	SS.
for the State, appeared Robert R. D'A on the basis of satisfactory evidence the within instrument and acknowleds capacity(ies), and that by his/her/the	, 2023, before me, the undersigned, a notary public in and Amelio, as Mayor, personally known to me or proved to me to be the individual(s) whose name(s) is (are) subscribed to ged to me that he/she/they executed the same in his/her/their eir signature(s) on the instrument, the individual(s) or the vidual(s) acted, executed the instrument.
	Notary Public
STATE OF NEW YORK	
COUNTY OF ROCKLAND	SS.
On the day of in and for the State, appeared	, 2023, before me, the undersigned, a notary public, personally known to me or proved to me

on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to					
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their					
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the					
person upon behalf of which the individual(s) acted, executed the instrument.					

Notary Public	

## **SCHEDULE "A"**

Bowline Point Pool (Town of Haverstraw) will provide the following services to the Village of West Haverstraw Day Camp:

- Swim level testing of all campers;
- · swim instruction to all campers;
- free swim time including spray ground, slides and diving boards.

Dates of service for 2023 are July 7, 10, 14, 17, 21, 24, 28, 31 August 4, 7, 11

Schedule as follows:

Swim testing 9:15 am -10:00 am
Swim lessons (half of campers) 10:00 am - 10:45 am
Free swim (half of campers) 10:00 am - 10:45 am
Swim lessons (second group) 10:45 am -11:30 am
Free swim (second group) 10:45 am - 11:30 am

Staff on site during all sessions - Pool Manager, Park Manager, 2 Water Safety Instructors (WSI), 9 Lifeguards.

July 10, 2023

Mr. Howard Phillips Town of Haverstraw - Supervisor One Rosman Road Garnerville, NY 10923

Re: Bid Results for Contract No. 1 - General

Bowline Park Tennis Court Improvements – Bid No. 9-2023

West Haverstraw, New York

Tamblin Engineering No. 18136 - 06

Dear Mr. Phillips:

Sealed bids for the Bowline Park Tennis Court Improvements, Contract No. 1 – General, were opened on July 6, 2023 at 10:00 a.m. Three (3) bids were received as shown on the enclosed Canvass of Bids.

Tamblin Engineering has reviewed the apparent low bidder for conformance with the bidding requirements. Upon reviewing the submitted bid, we did not discover any discrepancies which invalidate the received bid of the apparent low bidder. The submitted apparent low bid for Contract No. 1 is as follows:

Low Bidder	Bid Amount
Green Valley Group, Inc. 180 Convent Road Nanuet, NY 10954	\$289,100.00

Tamblin Engineering has confirmed that Green Valley Group, Inc. is comfortable with their bid and is ready to enter into a contract with the Town. We find no cause or reason why the Town should not award the contract for the Bowline Park Tennis Court Improvements Project, Contract No. 1 – General, to Green Valley Group, Inc. If acceptable, the Board should issue a Notice of Award to the successful bidder. Attached is a suggested Notice of Award form for your use.

Sincerely,

Tamblin Engineering, PLLC

Michael Tamblin, P.E.

President