### HAVERSTRAW TOWN BOARD SEPTEMBER 12, 2023

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS

### 3. <u>ADOPTION OF MINUTES</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF AUGUST 8, 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. <u>AWARD OF TOWN OF HAVERSTRAW BID NO. 8 - 2023- GARBAGE COLLECTION</u>

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF WILLIAM M. STEIN, TOWN ATTORNEY AND THE BID HAVING BEEN FOUND IN ORDER, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE BID FOR THE GARBAGE COLLECTION TO STERLING CARTING OF SLOATSBURG, NEW YORK, THE SOLE BIDDER, FOR A THREE YEAR TERM COMMENCING JANUARY 1, 2024 AND DOES HEREBY AUTHORIZE THE SUPERVISOR TO EXECUTE ANY AND ALL AGREEMENTS WITH RESPECT TO SAME.

## 7. <u>AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH CLUB</u> <u>CAR, INC. FOR RENTAL OF GOLF CARTS</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A LEASE AGREEMENT WITH CLUB CAR, INC. OF BROOKFIELD, CONNECTICUT AND/OR ITS FINANCING PARTNER, FOR A FIVE (5) YEAR TERM, SIX (6) MONTHLY PAYMENTS FROM MAY THROUGH OCTOBER AT A MONTHLY FEE OF \$16,743.60 FOR SEVENTY-TWO (72) NEW TEMPO GAS GOLF CARTS, THREE (3) 2023 DEMO GAS CARS FOR RANGER USE, THREE (3) 2024 CARRYALL 502 GAS UTILITY VEHICLES, ONE (1) REFURBISHED CARRYALL TO TOW CARS.

## 8. AWARD OF RFQ NO. 25-2023 TO PURCHASE SEVENTEEN (17) BLAC-RAC SINGLE WEAPON, AR15 MOUNT WITH COLD WIRE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT ONE (1) RFQ WAS SUBMITTED TO LIEUTENANT IAN KAYE TO PURCHASE SEVENTEEN (17) BLAC-RAC SINGLE WEAPON, AR15 MOUNT WITH COLD WIRE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 25- 2023 TO KML TRANSPORT, LLC OF ASTON, PENNSYLVANIA, AT A COST OF \$8,975.32 PLUS \$216.49 FOR INCOMING FREIGHT CHARGES FOR A TOTAL OF \$9,191.81, THE SOLE PROVIDER.

### 9. AMENDMENT OF RESOLUTION NO. 127 -23

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AMENDS RESOLUTION NO. 127 - 23 TO READ AS FOLLOWS:

RESOLVED, THAT THREE (3) RFPs WERE SUBMITTED TO ROSA URENA, CONSTITUENT SERVICE REPRESENTATIVE, TO PROVIDE TRANSPORTATION FOR THE TOWN OF HAVERSTRAW SENIOR CITIZENS CLUB TRIP TO AQUA TURF IN PLANTSVILLE, CONNECTICUT ON WEDNESDAY, NOVEMBER 8, 2023, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 4 - 2023 TO WEST POINT TOURS, INC. OF VAILS GATE, NEW YORK AT A PRICE OF \$1,495.00, THE LOWEST COST.

## 10. <u>AWARD OF RFQ NO. 26 - 2023 – TO PROVIDE AND OPERATE RIDES FOR</u> THE TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL

RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO ROSA URENA, CONSTITUENT SERVICE REPRESENTATIVE TO PROVIDE AND OPERATE RIDES FOR THE TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO FUNTIME AMUSEMENTS INC. OF PEEKSKILL, NEW YORK, THE SOLE PROVIDER, AT A COST OF \$7,097.50.

# 11. <u>CLOSE CAPITAL PROJECT – REMOVAL OF EXISTING PUMP STATION</u> <u>AND INSTALLATION OF NEW PUMP STATION AT THE PHILIP J.</u> <u>ROTELLA MEMORIAL GOLF COURSE</u>

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENSKEEPER THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE REMOVAL OF THE EXISTING PUMP STATION AND INSTALLATION OF NEW PUMP STATION AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF \$200,000.00 OF WHICH \$167,525.00 WAS EXPENDED TO COMPLETE THE ABOVE MENTIONED PROJECT THEREFORE LEAVING A BALANCE OF \$32,475.00 TO BE TRANSFERRED BACK TO GENERAL FUND AS INTERFUND TRANSFER.

## 12. <u>REJECTION OF BID NO. 11- 2023 – BOWLINE PARK POOL IMPROVEMENTS PROJECT</u>

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF MICHAEL TAMBLIN, P.E. TOWN CONSULTANT ENGINEER OF TAMBLIN ENGINEERING, PLLC, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY REJECT ALL BIDS RECEIVED FOR BID NO. 11 - 2023 – BOWLINE PARK POOL IMPROVEMENTS PROJECT.

## 13. PURCHASE OF ONE (1) PRO FORCE DEBRIS BLOWER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE -TOWN OF

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH STORR TRACTOR COMPANY OF BRANCHBURG, NEW JERSEY TO PURCHASE ONE (1) PRO FORCE DEBRIS BLOWER MODEL 44553 PURSUANT TO NEW YORK STATE OGS CONTRACT GROUP 40625, AWARD # PG B22792 PC69682 FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE AT A TOTAL COST OF \$10,884.34.

## 14. <u>AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND</u> GOOSETOWN COMMUNICATIONS

THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH GOOSETOWN COMMUNICATIONS OF CONGERS, NEW YORK TO PURCHASE AND INSTALL ONE (1) BOGEN 60W AMPLIFIER, ONE (1) BOGEN RACK PANEL KIT C35 C60 C100, ONE (1) WHEELOCK WHEELOCK 8' 70V CEILING SPEAKER, ONE (1) WHEELOCK # 3573 TILE BRIDGE, 8" SPEAKER SUPPORT AND ONE STANDARD INSTALLATION SUPPLIES KIT FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AT A TOTAL COST OF \$3,571.92.

### 15. <u>AUTHORIZATION FOR SUPERVISOR TO SIGN A GRANT OF EASEMENT</u>

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN A GRANT OF EASEMENT BETWEEN THE TOWN OF HAVERSTRAW AND ALGONQUIN GAS TRANSMISSION LLC.

16. AWARD OF RFQ NO. 27-2023 TO PURCHASE ONE (1) DRONE EQUIPMENT, TRAINING, SOFTWARE AND ACCESSORIES FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT ONE (1) RFQ WAS SUBMITTED TO LIEUTENANT JAMES HANSEN TO PURCHASE ONE (1) DRONE EQUIPMENT, TRAINING, SOFTWARE AND ACCESSORIES AS SPECIFIED IN THE QUOTE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 27 - 2023 TO FLYMOTION, LLC OF TAMPA, FLORIDA, AT A TOTAL COST OF \$18,170.00, THE LOWEST QUOTE.



### Serving The Tri-State Area www.Funtimeamusements.com (914)773-1320

410 Union Valley Road, Mahopac, NY 10541

То	
Town of Haverstraw	
1 Rosman Road	
Garnerville, NY 10923	

Phone

Contact Person

Today's Date	Day of Event
7/31/2023	Saturday
Hours of Event	Date of Event
12:00-4:00pm	10/28/2023

Store Hours: Monday - Friday 10:00am-5:00pm

Additional Information Location: BOWLINE POINT PARK 1 Bowline Plant Rd Haverstraw, NY 10927 Total of 15-110-20 amps outlets required Funtime supplies extention cords

P.O. #

Delivery Date/Time 10/28/2023

Invoice # 2023-26398 Salesperson Gigi

Rose U	rena	845-429-2200				
QTY		Des	cription			Amount
	AFTER 12PM	0/29/2023-Items might have to be s THURSDAY / ALTERNATE CONTAC ohn Sridalone 845-406-1685 call abou	T: HOWARD PHILLIPS 845-429-22	y / CAN DELIVE 200 Town	R	
1	Inflatable Tro	ain Station for Toddlers.				795.001
1			ion (MUST BE TETHERED)			1,000.00
1	I believe black of the state of				795.00°	
1	Crash Course	Obstacle Course with Supervision				1,395.00
1	Hard Rock Wo	all with Supervision				1,295.00
1	Kong Obstack	e Course with Supervision			1	1,445.00
1	Battery Bumper Cars: Remote Control Start & Stop. Fits Adults and Children				1,625.00	
	Lights on fron	it & Rear, Music in each Car.				-,00.00
	Subtotal					8,350.00
	Discount (15%	)			1	-1,252.50
	Subtotal				1	7,097.50
	Tax Exempt					0.00
	Total Amount	of This Invoice				7,097.50
	Dear Howard,					0.00
	Please sign	this contract and e-mail it back to u	s and forward us a deposit check in	the amount of		0.00
	\$3,548.50 Th	ne balance of \$3,548.50 is due on the	day of your event. If you have any	further questio	ns,	
	please don't h	esitate to call.				
	Thank You,				1	
	Gigi					
		s Shown In Total Below				0.00
						0.00
Electrical	power is sol	ely the responsibility of the	client. Ask us for the requ	irements.	Tota	\$7,097.5
ease pay fron	n this invoice.	All sales and rentals final. Deposi	ts are non refundable.	Terms	Pa	yment Due
		nature		Standard		9/1/2023

Cell Phone

September 6, 2018

Mr. Michael Gamboli Director of Finance One Rosman Road Garnerville, NY 10923

Re: Review of Bids

Bowline Park Pool Improvements

Town of Haverstraw Haverstraw, NY

Dear Mr. Gamboli:

On August 21st, 2023, the Town of Haverstraw received a bid for the Bowline Park Pool Improvement project from Environmental Construction Inc in the amount of \$1,909,108.31 (base bid) and \$545,381.00 (Add-Alternate). We have reviewed the bid documents and have found them complete. However, Tamblin Engineering recommends that the Town consider rejecting the bid received for the Bowline Park Pool Improvements project based on receiving one bidder. By receiving one bid for the abovementioned project, Tamblin Engineering cannot confirm if the bid is fair and reasonable.

If you have any questions, please call.

Le ZEC

Sincerely,

Michael E. Tamblin, PE Managing Principal

Enclosure

Pipeline System: 42" Algonquin Gas Transmission, LLC Mainline and 30" Algonquin Gas Transmission, LLC Line 30B

Tract No. R-62
Prepared By: Gilbert Trinidad
State: New York
County: Rockland

#### GRANT OF EASEMENT

KNOW ALL BY THESE PRESENTS: that the undersigned TOWN HAVERSTRAW, with an address of One Rosman Road, Garnerville, New York 10923 (hereinafter called "Grantor", whether one person or more than one), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by ALGONQUIN GAS TRANSMISSION, LLC a Delaware limited liability company, having a principal place of business at 915 N. Eldridge Parkway, Suite 1100 Houston, Texas 77056 (hereinafter called "Grantee"), does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent easement ("Easement") for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, replacing, removing, reconstructing, relocating, changing the size of, abandoning and removing a pipeline or pipelines, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, rectifiers, pig launchers and receivers, fences, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service for same, roads and other appurtenant facilities whether above or below ground ("Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transportation of natural gas and all by-products thereof or any liquids, gases or substances which can be transported through pipelines, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the County of Rockland, State of New York, more particularly described as follows:

Being the land described in a Deed from the State Of New York, to the herein Grantor, dated April 25, 1968, and recorded in Deed Book 877, Page 106, in the records of Rockland County, New York. ("Grantor's Land").

The rights granted under this Grant of Easement are intended to replace an expired easement for an existing pipeline. The expired easement is dated April 25, 1968, and recorded Deed Book 842, Page 308, in the records of the Rockland County, New York ("Expired Easement").

The Easement herein granted shall generally be a total width of seventy-five feet (75'), and as shown more specifically on the drawing, which is attached hereto as Exhibit "A" and made part hereof and described in Exhibit "B" attached hereto and made part hereof. The location of the Easement shall be fixed and determined by the pipeline as first installed on Grantor's Land under the terms of the Expired Easement. The Easement may not be relocated or materially changed without the written permission of Grantee, which permission shall not be unreasonably withheld, conditioned, or delayed, granted in an instrument in recordable form that

specifically refers to this Grant of Easement.

Grantee shall pay such damages which may arise to the annual growing crops from the maintenance, alteration, repair, removal, reconstruction, or replacement of the Pipeline Facilities, but it shall not be liable for such damages in the future caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. Grantor also agrees to execute a release upon receipt of payment, for damages as provided above.

The permanent easement rights granted herein shall extend to and include the free and full right of ingress and egress over and across Grantor's Land and other adjacent lands Grantor owns or leases, now or in the future and on roads or ways, as may exist from time to time or as Grantee may construct, to and from the Easement for Grantee's exercise for the rights granted herein.

This Grant of Easement shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the rights to limit access to, over, and across the Easement; to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs, road along and with the Easement and any other structures or obstructions in or on the Easement which might interfere with the use of the Easement or the free and full right of ingress and egress; and to limit activities, including timber operations, on the Easement; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Easement set forth above.

Grantor shall not change the grade of, excavate, fill or flood the Easement, or interfere with the vegetative maintenance activities to the extent deemed necessary by Grantee without obtaining the Grantee's prior written consent, which consent may be withheld in Grantee's sole discretion.

Grantee shall indemnify and hold harmless Grantor from and against any and all loss, damage, liability, expense, suits, claims and demands for loss of or damage to Grantor's Land, or for any injury to persons, including death, caused by or arising out of Grantee's activities on Grantor's Land, except to the extent any such loss, damage, liability, expense, suits, claims, or demands arise out of the negligence of Grantor.

All pipelines shall be buried to a depth required by applicable laws and regulations.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

not be considered a waiver of such rights a	rights herein conveyed in any single instance shall nd shall not bar Grantee from exercising any such g an appropriate remedy in conjunction with such
IN WITNESS WHEREOF, the GR Easement this day of	ANTOR herein has duly executed this Grant of, 2023.
WITNESS:	GRANTOR: Town Of Haverstraw

This Document Prepared by and Return Recorded Document to:

Algonquin Gas Transmission, LLC Rights of Way & Land Dept. 915 N. Eldridge Parkway, Suite 1100 Houston, Texas 77079

### ACKNOWLEDGMENT

STATE OF NEW YORK }	) ==
COUNTY OF ROCKLAND }	}ss.
On thisday of appeared identification, which was a above and acknowledged to me the Grantor.	, 2023. Before me, the undersigned Notary Public, personally and proved to me through satisfactory evidence of, to be the person whose name is signed that she signed it voluntarily for its stated purpose on behalf of
Notary Public My Commission Expires:	-