

**HAVERSTRAW TOWN BOARD
MARCH 12, 2024**

1. PLEDGE OF ALLEGIANCE

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

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF FEBRUARY 27, 2024.

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

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF FEBRUARY 2024

6. AWARD OF TOWN OF HAVERSTRAW BID NO. 2-2024 –FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENSKEEPER, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE BID FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER FOR THE PHILIP J. ROTELLA GOLF COURSE FOR THE 2024 GOLF SEASON TO THE FOLLOWING COMPANY, THE LOW BIDDER:

WESTCHESTER TURF SUPPLY

ROUGH AND PERIMETER FERT19-0-5 WITH DIMENSION	\$29.00/BAG
GREENS FERTILIZER	\$72.00/BAG
FAIRWAY FERTILIZER	\$49.50/BAG
FAIRWAY FERTILIZER AMMONIUM SULFATE (SUGAR GRADE)	\$26.50/BAG
SEED	\$140.00/BAG

7. **AWARD OF TOWN OF HAVERSTRAW BID NO. 3-2024 –FOR BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENSKEEPER, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD BID NO. 3- 2024 FOR THE PROVISIONS OF FOR BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND TO BE UTILIZED AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE DURING THE 2024 GOLF SEASON TO THE FOLLOWING COMPANY, THE LOW BIDDER:

CARRIERE MATERIALS

BUNKER SAND	\$80.00/YARD
DIVOT MIX	\$130.00/YARD
TOP DRESSING	\$90.00/YARD
HEAT TREATED TOP DRESSING	\$120.00/YARD

METRO TURF SPECIALISTS

BAGGED GREEN SAN	\$21.00/BAG
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8. **AWARD OF TOWN OF HAVERSTRAW BID NO. 4 - 2024 FOR CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENS KEEPER, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD BID NO. 4-2024 FOR THE PROVISIONS OF CHEMICALS FOR THE PHILIP J. ROTELLA GOLF COURSE FOR THE 2024 GOLF SEASON TO THE FOLLOWING COMPANIES, THE LOW BIDDERS:

WESTCHESTER TURF SUPPLY

HEADWAY FUNGICIDE	\$1,072.00/CASE
4-4-5 IRON	\$129.00/CASE

METRO TURF

DYLOX 420 SL	\$505.00/CASE
STRESS MASTER “UTE”	\$209.00/CASE
ZAP DEFOAMER	\$85.00/BOX
DITHIOPYR L	\$877.00/CASE

FISHER

CHIPCO 26019	\$382.32/CASE
T NEX	\$621.34/CASE

9. **AWARD OF RFP NO. 3 - 2024 – DRYJECT AERATION OF GREENS - GOLF COURSE**

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, FOR DRYJECT AERATION OF GREENS WITH 3” X 3” SPACING AND MOBILIZATION FEE AT THE TOWN OF HAVERSTRAW GOLF COURSE FOR THE 2024 GOLF SEASON, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 5-2024 FOR DRYJECT AERATION OF THE GREENS FOR THE PHILIP J. ROTELLA GOLF COURSE IN APRIL 2024 TO DRYJECT NORTH EAST TURF POUNDERS OF DELAWARE WATER GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$8,387.50.

10. **AWARD OF RFP NO. 4 - 2024– DEEP TINE AERATION - GOLF COURSE GREENS**

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, TO PROVIDE DEEP TINE AERATION TO THE TOWN OF HAVERSTRAW GOLF COURSE GREENS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO 6 - 2024 FOR DEEP TINE AERATION OF THE GREENS FOR THE PHILIP J. ROTELLA GOLF COURSE IN APRIL 2024 TO DRYJECT NORTH EAST TURF POUNDERS OF DELAWARE GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$3,990.

11. **RENEWAL OF AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND VJ NETWORKS, INC.**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO RENEW AGREEMENT OF SERVICES WITH VJ NETWORKS, INC. OF GARNERVILLE, NEW YORK TO PROVIDE TECHNICAL SUPPORT FOR THE COMPUTER NETWORK AT THE TOWN OF HAVERSTRAW POLICE STATION AT A COST OF \$2,700.00 A MONTH COMMENCING MARCH 1, 2024 UNTIL FEBRUARY 28, 2025.

12. **REORDERING OF SCORECARDS FOR THE PHILIP J. ROTELLA GOLF COURSE**

RESOLVED, UPON THE RECOMMENDATION OF MICHAEL LAUDIEN, GOLF PRO, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE REORDERING OF 40,000 SCORECARDS FOR THE PHILIP J. ROTELLA GOLF COURSE AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFP NO. 5 - 2024 TO GOLF ASSOCIATES SCORECARD COMPANY, INC. FROM ASHEVILLE, NORTH CAROLINA, IN THE AMOUNT OF \$3,525.00 PLUS \$575 FOR SHIPPING.

13. AWARD OF RFQ NO. 7-2024 – PURCHASE OF TWO (2) HP ELITE PRO SFF 800 DESKTOPS PC i7 4.6GHZ 32 GB AND TWO (2) ACER 27” LED MONITORS– TOWN OF HAVERSTRAW

RESOLVED, THAT TWO (2) REQUESTS FOR QUOTES WERE SUBMITTED TO DIRECTOR OF FINANCE MICHAEL GAMBOLI FOR THE PURCHASE OF TWO (2) HP ELITE PRO SFF 800 DESKTOPS PC i7 4.6GHZ 32 GB AND TWO (2) ACER 27” LED MONITORS FOR THE TOWN OF HAVERSTRAW AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 7-2024 TO THOMAS MARSHALL DBA NORTH MOUNTAIN DIGITAL VIA PC WAREHOUSE OF EAST HANOVER, NEW JERSEY AT A TOTAL COST OF \$2,395.00, THE LOWEST QUOTE.

14. AWARD OF TOWN OF HAVERSTRAW BID NO. 6 - CHAISE LOUNGES FOR BOWLINE POINT PARK

RESOLVED, UPON THE RECOMMENDATION OF JOHN FRIZALONE, PARKS DIRECTOR, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD BID NO. 6-2024 FOR THE PURCHASE OF TWO- HUNDRED (200) VINYL STRAP COUNTRY STACKABLE CHAISE LOUNGE CHAIRS TO BE USED AT BOWLINE POINT PARK TO MARK SULLIVAN RESORT CONTRACT OF WYCOFF, NEW JERSEY, AT A COST OF \$43,085.00 INCLUDING FREIGHT COSTS, THE LOW BIDDER.

15. AUTHORIZATION TO PURCHASE ONE (1) POND SURFACE AERATION SYSTEM FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX

RESOLVED, BASED UPON THE RECOMMENDATION OF PARKS DIRECTOR JOHN FRIZALONE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) POND SURFACE AERATION SYSTEM FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX UNDER OMNIA PARTNER CO-OP CONTRACT NUMBER PC69879 TO GRAINER OF LAKE FOREST, ILLINOIS AT A COST OF \$1,464.77.

16. AWARD OF CONTRACT TO TILCON NEW YORK, INC. – TULIP TREE DRIVE HMA MILL/PAVE – TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH TILCON NEW YORK, INC. OF PARSIPPANY, NEW JERSEY FOR TULIP TREE DRIVE HMA MILL/PAVE IN THE UNINCORPORATED AREA OF THE TOWN OF HAVERSTRAW AT AT A COST NOT TO EXCEED \$135,000.00 PURSUANT TO THE 2023 NEW YORK STATE OGS LIQUID BITUMINOUS CONTRACT AWARD# 23291 – GROUP 31502.

17. ESTABLISH CAPITAL PROJECT –TULIP TREE DRIVE HMA MILL/PAVE – TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE TULIP TREE DRIVE HMA MILL/PAVE, TOWN OF HAVERSTRAW, AS A CAPITAL PROJECT IN THE AMOUNT OF \$135,000.00 OF WHICH \$110,000.00 WILL BE FUNDED FROM THE ARPA FUND AS INTERFUND TRANSFER AND \$25,000.00 WILL BE FUNDED BY THE GENERAL FUND AS AN INTERFUND TRANSFER.

18. APPOINTMENT OF CARLOS M. ORTIZ TO THE POSITION OF GROUNDWORKER FOR THE PARKS DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPOINTS CARLOS M. ORTIZ OF WEST HAVERSTRAW, NEW YORK TO THE POSITION OF GROUNDWORKER, FULL TIME FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT EFFECTIVE MARCH 12, 2024, AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MR. ORTIZ SHALL RECEIVE AN HOURLY RATE OF \$25.00.

19. AWARD OF RFQ NO. 8-2024 – PURCHASE OF ONE (1) KEMP LOADMASTER X 3 LOAD BALANCER- SERVER ROOM AT TOWN OF HAVERSTRAW

RESOLVED, THAT THREE (3) REQUESTS FOR QUOTES WERE SUBMITTED TO DIRECTOR OF FINANCE MICHAEL GAMBOLI FOR THE PURCHASE OF ONE (1) KEMP LOADMASTER X 3 LOAD BALANCER FOR THE SERVER ROOM AT TOWN OF HAVERSTRAW AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 8-2024 TO THOMAS MARSHALL DBA NORTH MOUNTAIN DIGITAL VIA PC WAREHOUSE OF EAST HANOVER, NEW JERSEY AT A TOTAL COST OF \$3,995.00, THE LOWEST QUOTE.



DRYJECT NORTH EAST
TURF POUNDERS

PO Box 525
Delaware Water Gap, PA 18327
Phone: 570-421-8800
E-mail: dryjectne@outlook.com

**2024 DryJect
Quotation/Contract**

Phillip J Rotella Memorial Golf
Course
Christopher Dyroff
100 Thiells Mt. Ivy Road
Thiells, NY 10984

Day & Date of Service: Thursday, April 11			
Service	Square Feet	Rate/Sq Ft	Total
DryJect Aeration of Greens with 3" x 3" spacing	123,000	0.0625	7,687.50
Mobilization Fee		700.00	700.00
Subtotal			\$8,387.50
Sales Tax (8.375%)			\$0.00
Total			\$8,387.50

If day and date of service are specified above,
you may accept this quotation and reserve your date by
signing below. Contract MUST be returned to hold dates of service.
Return by US or e-Mail at addresses above.

2024 Terms and Conditions - Please Read

- Stop using growth regulators 2 weeks prior to service.
- Customer to provide 6-8 tons per acre of kiln dried sand that is kept dry. Any moisture in the sand will inhibit the injection process.
- Customer to thoroughly flush irrigation system prior to DryJect job.
- Customer to supply ¾" or 1" irrigation hook-up and a water source for connection to DryJect machines.
- Customer to supply regular gasoline and 2 laborers per DryJect machine to fill the hoppers with sand for duration of job.
- Invoice will be adjusted to reflect any changes from contract on day of service.
- Significant delays on day of service due to customer negligence will be charged \$125 per hour.
- Customer cancellations less than 14 days prior to service date will be subject to a 25% Loss-of-Revenue Fee. Exceptions made for weather-related reasons.
- Payment is due in full 21 days from date of invoice. A monthly late fee of 2.5% applies.

Accepted (DryJect North East): _____

Steve Jordan

1/31/2024

Accepted (Customer): _____



DRYJECT NORTH EAST
TURF POUNDERS

2024 VD/DJ Combo Quotation/Contract

PO Box 525
Delaware Water Gap, PA 18327
Phone: 570-421-8800
E-mail: dryjectne@outlook.com

Phillip J Rotella Memorial Golf Course
Christopher Dyroff
100 Thiells Mt. Ivy Road
Thiells, NY 10984

Day & Date of Service: Thursday, April 11			
Service	Square Feet	Rate/Sq Ft	Total
Deep Tine Aeration of Greens with 1/2" solid tines	123,000	0.03244	3,990.00
Subtotal			\$3,990.00
Sales Tax (8.375%)			\$0.00
Total			\$3,990.00

If day and date of service are specified above, you may accept this quotation and reserve your date by signing below. Contract MUST be returned to hold dates of service. Return by US or e-Mail at addresses above.

2024 Terms and Conditions - Please Read

- Stop using growth regulators 2 weeks before service.
- Customer to provide 6-8 tons/acre of kiln dried sand that is kept dry. Moisture in the sand inhibits injection.
- Customer to flush irrigation system prior to service.
- Customer to supply 3/4" or 1" irrigation hook-up and water source for DryJect machines.
- Customer to supply gasoline for DryJect machines, diesel for tractors & 2 laborers per DryJect machine to fill the hoppers with sand.
- Customer to flag irrigation heads and lines, drainage, underground electrical, etc. We will not be responsible for damage to anything not flagged.
- Significant delays on day of service due to customer negligence charged \$125 per hour.
- Invoice will be adjusted to reflect changes from contract on day of service.
- Customer cancellations less than 14 days prior to service subject to a 25% Loss-of-Revenue Fee. Weather-related exceptions apply.
- Payment is due 21 days from date of invoice. A monthly late fee of 2.5% applies.

Accepted (DryJect North East): _____ *Steve Jordan*

1/31/2024

Accepted (Customer): _____



VJ Networks, Inc.

Full Service Computer Technology Company

8 Brooks Cir, Garnerville, NY 10923

Phone: (646) 801-2481

Fax: (845) 510-1876

AGREEMENT OF SERVICES

Haverstraw Town Police Department, hereinafter referred as "Haverstraw Police", its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, located at 101 W. Ramapo Road, Garnerville, NY 10923 retains VJNetworks, Inc., hereinafter referred as "VJNetworks", to provide technical support personnel for local area computer network and related technology located at Haverstraw Police.

VJNetworks will provide technical support personnel with proficient knowledge of computer systems, networks and software applications. Support will be provided 24 hours a day 7 days a week as needed in accordance with a fixed monthly service payment covering all times and days to be prepaid at the beginning of each month. This scenario allows for coverage of day-to-day problems that are encountered and remedied, along with any necessary maintenance performed. Includes weekend and holidays. Our personnel will provide telephone, remote access and on-site help with software and hardware operational issues and applicable tutorials that will help maintain project flow.

SERVICES:

The following services will be provided by VJNetworks:

1. Maintain, troubleshoot and repair problems with currently utilized operating systems and software applications while acting as liaison to applicable vendor technical support operations. Funding for any software application technical support requiring third party personnel from applicable vendors will be the sole responsibility of the Haverstraw Police.
2. Maintain, troubleshoot and repair problems with currently utilized network equipment including computer workstations, computer monitors, servers, network switches, routers and interconnection systems except where such equipment is deemed proprietary by respective other parties.
3. Enterprise grade behavioral base antivirus

PROJECTS:

Projects are major upgrades, implementation of a new need (Hardware, Software or Service) to the computer network or any services that are not included in the above scope. New projects will require separate funding to be quoted and mutually agreed upon by all parties prior to work performance. If services that are not included in the above scope need to be done immediately, therefore cannot be quoted and mutually agreed upon by all parties, then they will be performed at VJNetworks' discounted hourly rate of **\$150**.

HARDWARE:

VJNetworks will procure equipment upon request which will require separate funding to be quoted and mutually agreed upon. VJNetworks also stocks essential equipment to perform repairs on the spot or provide functionality to the network. This equipment will be provided as needed at the time it is needed. All hardware provided by VJNetworks is to be totaled for the month and paid at the end of such month.



VJ Networks, Inc.

Full Service Computer Technology Company

8 Brooks Cir, Garnerville, NY 10923

Phone: (646) 801-2481

Fax: (845) 510-1876

SUPPORT:

VJNetworks will be reached via phone, email or text. Support personnel will provide telephone support, remote access support or will be dispatched to the site for problem troubleshooting and resolution on a priority basis as deemed necessary.

FEE & TERM:

The fixed month fee shall be for **\$ 2,700.00** commencing on **March 1, 2024 until February 28, 2025**. This agreement shall automatically renew, for a 1 year term, 60 calendar days prior to **February 28, 2025** unless renegotiation or non-renewal letter sent via certified mail with return receipt requested by either Haverstraw Police or VJNetworks.

PAYMENT:

Haverstraw Police agrees to pay all fees due as it is invoiced for each month. Failure to remit any payments that is due within ninety days of the month invoiced, shall incur, in addition to the amount owed on said invoice, interest on the amount due at the rate of 18% annually. Interest should be accrued daily from the ninety-first day of non-payment.

LIMITATION OF LIABILITY:

Haverstraw Police acknowledges that the allocation of risk in the Contract reflects the price paid for the Services provided by VJNetworks. If any exclusion or limit of liability in the Contract is held to be invalid and VJNetworks become liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the Haverstraw Police for the Services in a given month.

No action, claim or demand arising out of or in connection with the Contract or this Agreement may be brought by Haverstraw Police against VJNetworks more than 90 days after the cause of action has occurred.

VJNetworks are not responsible for any delay, malfunction, non-performance and/or other degradation of performance of any of the Services, Hardware or Software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by Haverstraw Police whether or not beyond those already supplied.

Neither VJNetworks nor anyone else who has been involved in the creation, production or supply of the Services, Hardware or Software shall be liable to Haverstraw Police or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this Agreement, the Contract or the Services, Hardware or Software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, revenues or anticipated savings, or (iii) damage to the Haverstraw Police's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and Haverstraw Police shall indemnify VJNetworks from and against any claim which may be made against VJNetworks in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the Haverstraw Police.

ARBITRATION AND CHOICE OF LAW:

The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but both parties choose to have any disputes resolved through arbitration by the American Arbitration Association (or its successor). Haverstraw Police AGREES THAT ANY DISPUTE, CLAIM, OR CONTROVERSY CONCERNING THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT, OR ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD AT A MUTUALLY CONVENIENT LOCATION NO MORE THAN 50 MILES WHERE SERVICES WERE PROVIDED IN ACCORDANCE WITH THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (OR ITS SUCCESSOR). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Both parties will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and the both parties shall separately pay their own counsel fees and expenses. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended. Judgment upon the award rendered may be entered in any Court of competent jurisdiction. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

WAIVER OF BREACH:

The waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.



VJ Networks, Inc.


Full Service Computer Technology Company

8 Brooks Cir, Garnerville, NY 10923

Phone: (646) 801-2481

Fax: (845) 510-1876

IN WITNESS whereof the parties hereto have signed this Agreement on the day and year first above written

Signed for and
on behalf of VJNetworks:  Date: 2/21/2024

Print Name: James Mutone Title: President

Signed for and
on behalf of Haverstraw Police: _____ Date: _____

Print Name: _____ Title: _____

PC Warehouse
 36 State Route 10, East Hanover, NJ 07936-1000

(973) 748-5002

Sales Order

Name / Address
 North Mountain Digital
 Tom Marshall
 Box 426
 Thompsonville, NY 12738

PROPOSAL ONLY
 ACCT# XXXXX6253

Date	S.O. No.
03/06/2024	2980766
Ship To: E_HAN	

P.O. No.	Rep	Ship Date	Ship Via
	KAI/EHAN	MO	NA

Item	Description	Ordered	U/M	Rate	Class	Warehouse	Amount
2	HP Elite Pro SFF 800 Desktop PC i7 4.6GHz, 32GB, 2TB SSD	03/06/2024	0EM PRICING	92000.00	0EM	EHNJ	92000.00
2	ACER OEM 27" 4k LED Monitor	03/06/2024	0EM PRICING	9395.00	0EM	EHNJ	9395.00
						Tax	00.00
						Shipping	00.00
						TOTAL	92395.00



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: March 12th, 2024

Re: **RFQ – Bowline Point Park Chaise Lounge Chairs**

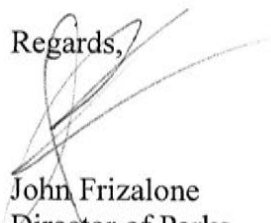
I have obtained Request for Quotes (RFQ), for 200 Vinyl Strap Country Stackable Chaise Lounge Chairs to be used at Bowline Point Park. This RFQ was done by sealed bid under Bid Number 6-2024. Please be advised that Resort Contract Furnishing, Inc had the lowest quote at \$199.00 per chair, for a total of \$43,085.00 including freight costs.

Quotes – Bowline Point Park Chaise Lounge Chairs:

1. Resort Contract Furnishing, Inc - \$43,085.00
2. A&K Enterprise of Manatee, Inc - \$47,610.00
3. ET&T Distributors, Inc - \$48,493.00

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: March 12th, 2024

Re: RFQ – Aerator for Retention Pond at Recreation Complex


I have obtained Request for Quotes (RFQ), for an Aerator to be used at the Retention Pond at the Town of Haverstraw Recreation Complex. Please be advised that Grainger is listed under Omnia Partner Co-op, contract number PC69879, for a total of \$1,464.77

Quotes – Aerator for Retention Pond At Sports Complex:

1. Grainger- \$1,464.77

Please inform me of your decision.

Regards,



John Frizalone
Director of Parks



Quotation

100 Grainger Pkwy
 Lake Forest IL 60045-5201
 www.grainger.com
 (800)472-4643

Information	
Grainger Quote Number	2057079598
Quote Start Date	02/26/2024
Quote Expiration Date	03/26/2024
Creation Date	02/26/2024
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	825270945
Department Number	
Project/Job Number	PC69879
Requisitioner Name	
Attention	
Caller	DANNY SANTANA
Telephone Number	8454292200
Page	1 / 2
Freight Forwarder	

Customer Information
TOWN OF HAVERSTRAW 1 ROSMAN RD STE 1 GARNERVILLE NY 10923-1799

Billing Information
TOWN OF HAVERSTRAW 1 ROSMAN RD STE 1 GARNERVILLE NY 10923-1799

Shipping Information
TOWN OF HAVERSTRAW 1 ROSMAN RD STE 1 GARNERVILLE NY 10923-1799

We will deliver according to the following terms and conditions:

Incoterms@2020: FOB DESTINATION
 Freight Terms: Prepaid
 Carrier: * See line item detail
 Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	13T416	Pond Surface Aeration System,28 In. W Manufacturer: KASCO Part Number: 3400AF100 Carrier: Origin: US		1.00	EA	1,464.77	1,464.77
Sub Total							1,464.77
Total USD							\$ 1,464.77



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Information

Grainger Quote Number	2057079598
Creation Date	02/26/2024
Customer Number	825270945
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
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Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

AWARD# 23291 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE (OGS Statewide)
ASPHALT MIX - QUICK QUOTE (Version 04/06/2023)

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: Tulip Tree Drive HMA Mill / Pave Project #
 Quick Quote form sent to the Contractor on (date): March / 8 / 20 24

NOTE:
 1. The Project's Total Cost to be shown below includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project was actually performed (unless this happens outside of the contract period, see clause "Monthly Asphalt Price Adjustments" within the General Specifications document).
 2. The Contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the Contractor any time

Agency/User: Town of Haverstraw
 Project Name: Tulip Tree Drive HMA Mill / Pave Project #
 Project Location: Tulip Tree Drive - Town of Haverstraw
 County: Rockland City: Town of Haverstraw Zip Code: 10923

MATERIAL #1:

404.128101 - 12.5 F1 Top Course Asphalt, 80 Series Compaction

Estimated Total Quantity for Material #1: 400.000 Tons

Check below if Requested:

 No Asphalt Item with Polymer Modification required for Material #1

 No Asphalt Item with Polymer Fibers required for Material #1

Material #1 - Price Adjustment Calculation for the Month of: March / 20 24

Note to Authorized User:
 For instructions about how to enter the Price Adjustment Information below, please, refer to the **tab "Price Adjustment Instructions"** at the bottom of this spreadsheet.

(From Table #1 - see "Price Adjustment Instructions" tab)	
a) - Monthly Asphalt Price Adjustment per Ton =	-\$5.265
(From Table #2 - see "Price Adjustment Instructions" tab)	
b) - Quarterly PPI Price Adjustment Percentage (%) =	5.00%
(From Table #2 - see "Price Adjustment Instructions" tab)	
c) - Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance =	93.50%

AWARD# 23291 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE (OGS Statewide)
ASPHALT MIX - QUICK QUOTE (Version 04/06/2023)

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: Tulip Tree Drive HMA Mill / Pave Project # _____

Optional Items (select "YES" if the optional item is required for the project):

Required (Indicate number of units if applicable):

<input checked="" type="checkbox"/>	Optional Flagger	<u>2</u>	
<input checked="" type="checkbox"/>	Optional General Laborer	<u>7</u>	

<input type="checkbox"/>	Paver with Operator		Paver Mobilization <u>1</u>
<input checked="" type="checkbox"/>	Paver with Operator & Screed Person	<u>1</u>	(Mobilization applies per paver/project)

<input type="checkbox"/>	10-Ton Static Roller		Roller Mobilization <u>2</u>
<input checked="" type="checkbox"/>	10-Ton Static Roller with Operator	<u>1</u>	(Mobilization applies per roller/project)
<input type="checkbox"/>	10-Ton Vibratory Roller		
<input checked="" type="checkbox"/>	10-Ton Vibratory Roller with Operator	<u>1</u>	

<input type="checkbox"/>	Skidsteer with Milling Head		Skidsteer Mobilization <u>1</u>
<input checked="" type="checkbox"/>	Skidsteer with Milling Head w/ Operator	<u>1</u>	(Mobilization per skidsteer/project)

<input type="checkbox"/>	Water Tank		Water Tank Mobilization <u>1</u>
<input checked="" type="checkbox"/>	Water Tank with Operator	<u>1</u>	(Mobilization per water tank/project)

Note: Mobilization is a one-time charge (per machine) for the duration of the project

Optional Pilot Vehicle with Driver

Optional Additional Construction Sign

Work Zone Traffic Control (WZTC)

Abrading Existing Pavement Markings by the Contractor
with Work Zone Traffic Control (WZTC) by the Select from the drop-down
Total Linear Feet

Optional Joint Adhesive by the Contractor
with Work Zone Traffic Control (WZTC) by the Select from the drop-down
Total Linear Feet

OCP Coverage (\$1 Million/occurrence, \$2 Million aggregate)

AWARD# 23291 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE (OGS Statewide)
ASPHALT MIX - QUICK QUOTE (Version 04/06/2023)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: Tulip Tree Drive HMA Mill / Pave Project # _____

Material #2: Not Requested by User

M Price (F.O.B. Price for Material) = _____ per Ton

Material #2 - Price Adjustment Calculation for the Month of: March / 20 24

N Monthly Asphalt Price Adjustment per Ton = \$0.000

O Quarterly PPI Price Adjustment **Percentage (%)** = 0.00%

P Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = 0.00%

Q Quarterly PPI Price Adjustment (M x O x P) = \$0.000

R1 Polymer Modification **(Not Requested)** _____ per Ton

R2 Polymer Fibers **(Not Requested)** _____ per Ton

S **Price Material w/ Price Adjustments (M + N) + (Q) + (R1) + (R2) = \$0.000 per Ton**

Delivery Cost Calculation:

Estimated Haul Distance: _____ Miles

T Price Ton/Mile Hauling (0 - 1 Mile) = _____ per Ton

U Price Ton/Mile Hauling (1 + Miles) = _____ per Ton

V **Total Delivery Cost: T + [U x (Estimated Haul Distance -1)] = \$0.000 per Ton**

W Total Tons 0.000

X **Total Material plus Delivery Cost (S + V) x Total Tons = \$0.000**

AWARD# 23291 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE (OGS Statewide)
ASPHALT MIX - QUICK QUOTE (Version 04/06/2023)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: Tulip Tree Drive HMA Mill / Pave Project # _____

Optional Items (Cont'd):

Price Optional Flagger per Day = \$1,000.000
 Number of Flaggers = 2 Number of Days = 2.00
Total Optional Flagger(s) = \$4,000.000

Price Optional General Laborer per Day = \$1,185.000
 Number of General Laborers = 7 Number of Days = 2.00
Total Optional General Laborer(s) = \$16,590.000

Price Optional Pilot Vehicle with Driver per Day = _____
 Number of Pilot Vehicles = 0 Number of Days = _____
Total Optional Pilot Vehicle(s) with Driver = \$0.000

Price Each Optional Additional Construction Sign = _____
 Number of Signs = 0
Total Optional Additional Construction Signs = \$0.000

Price per Linear Foot for Abrading Existing Pavement Markings by the Contractor
 with Work Zone Traffic Control **by the Not Requested** = _____ / LF
 Total Linear Feet = 0.000
Total Abrading Existing Pavement Markings = \$0.000

Price per Linear Foot for Joint Adhesive by the Contractor
 with Work Zone Traffic Control **by the Not Requested** = _____ / LF
 Total Linear Feet = 0.000
Total Joint Adhesive = \$0.000

AWARD# 23291 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE (OGS Statewide)
ASPHALT MIX - QUICK QUOTE (Version 04/06/2023)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: Tulip Tree Drive HMA Mill / Pave Project #
 Project's Total Cost including all the Price Adjustments for: **March** / **20 24**

Project's Total Cost including Price Adjustments =	\$111,640.600
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Contractor Agrees to Supply

Contractor Agrees to Meet the Proposed Schedule by Authorized User

Contractor #1: PC70018 - Tilcon New York, Inc.

Print Name Date

Contractor # 1 Signature

Contractor #2: This is not a Joint Quick Quote

Print Name Date

Contractor # 2 Signature

NOTE:

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PC Warehouse
 36 State Route 10, East Hanover, NJ 07936-1000

(973) 748-5002

Sales Order

Name / Address
 North Mountain Digital
 Tom Marshall
 Box 426
 Thompsonville, NY 12738

Paid In Full 03/11/2024
 ACCT# XXXXX6253



Date	S.O. No.
03/11/2024	207526
Ship To	E HAN
CUST PU	

P.O. No.	Rep	Ship Date	Ship Via
	KAI/EHAN	03/12/2024	CA

Item	Description	Ordered	U/M	Rate	Class	Warehouse	Amount
1	KEMP LoadMaster X3 load balancer	03/11/2024	0EM PRICING	93995.00	0EM	EHNJ	93995.00
Tax							90.00
Shipping							90.00
TOTAL PAID							93995.00
Thank You							