

**HAVERSTRAW TOWN BOARD  
JULY 12, 2022**

**A G E N D A**

**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 THE TOWN BOARD MEETING OF JUNE 28, 2022.**

**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 MAY 2022.**

**6. AWARD OF RFP NO. 7- 2022 – TRANSPORTATION FOR THE TOWN OF HAVERSTRAW ANNUAL BASEBALL TRIP - TOWN OF HAVERSTRAW YOUTH BOARD**

**RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO LORRAINE AROCENA, RECREATION ASSISTANT, TO PROVIDE TRANSPORTATION FOR THE TOWN OF HAVERSTRAW ANNUAL BASEBALL YOUTH BOARD TRIP TO CITI FIELD STADIUM IN FLUSHING, NEW YORK ON WEDNESDAY, JULY 27, 2022, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 7- 2022 TO WEST POINT TOURS INC. OF VAILS GATE, NEW YORK AT A PRICE OF \$1,495, THE LOWEST COST.**

**7. AWARD OF RFQ NO. 14- 2022 TO JOE LOMBARDO PLUMBING & HEATING OF ROCKLAND, INC. – TO SUPPLY AND INSTALL AIR CONDITIONER/HEATING UNIT FOR CONCESSION STAND AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX**

**RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, DIRECTOR OF PARKS, TO SUPPLY AND INSTALL ONE (1) 24K BTU SINGLE ZONE CASSETTE (3X3) HEAT PUMP FOR THE CONCESSION STAND AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 14- 2022 TO JOE LOMBARDO PLUMBING & HEATING OF ROCKLAND, INC. OF SUFFERN, NEW YORK AT A COST OF \$10,599.00, THE LOWEST QUOTE.**

8. **AGREEMENT BETWEEN BRAYAN LLAMOZA AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH BRAYAN LLAMOZA OF NEW YORK, NEW YORK FOR THE PURPOSE OF PROVIDING DANCING LESSONS/ENTERTAINMENT FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 23, 2022 WITH RAIN DATE SUNDAY, JULY 24, 2022 AT A COST OF \$500.

9. **APPOINTMENT OF STEFANIE RAMOS – POLICE RADIO DISPATCHER (CAD) FULL TIME**

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT STEFANIE RAMOS OF STONY POINT, NEW YORK TO THE POSITION OF POLICE RADIO DISPATCHER (CAD), FULL TIME, FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT PENDING COMPLETION OF ALL REQUIREMENTS BY ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

10. **DESIGNATION OF OFFICIAL DEPOSITORY**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO DESIGNATE PCSB BANK OF YORKTOWN HEIGHTS, NEW YORK AS AN ADDITIONAL DESIGNATION OF OFFICIAL DEPOSITORY FOR THE TOWN OF HAVERSTRAW.

11. **RESOLUTION APPROVING PAYMENT TERMS FOR PAYMENT IN LIEU OF TAX AGREEMENT WITH RESPECT TO CHAMPLAIN HUDSON POWER EXPRESS PROJECT**

WHEREAS, THE ROCKLAND COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") RECEIVED AN APPLICATION RELATED TO TAX CERTAINTY FROM CHPE LLC (THE "COMPANY") REGARDING ITS PROPOSED CHAMPLAIN HUDSON POWER EXPRESS PROJECT (THE "PROJECT"), A FULLY-BURIED, UP TO 1,250-MEGAWATT HIGH-VOLTAGE DIRECT CURRENT ELECTRIC TRANSMISSION LINE FROM THE U.S.-CANADA BORDER TO NEW YORK CITY, A PORTION OF WHICH WILL BE LOCATED IN THE TOWN; AND

WHEREAS, BY RESOLUTION DATED SEPTEMBER 24, 2021 THE AGENCY INDUCED THE UNDERTAKING AND COMPLETION OF THE PORTION OF THE PROJECT TO BE LOCATED IN ROCKLAND COUNTY (THE "PROJECT FACILITY") PURSUANT TO WHICH MEMBERS, REPRESENTATIVES, AND AGENTS OF THE AGENCY WERE AUTHORIZED AND DIRECTED TO TAKE ALL ACTION DEEMED APPROPRIATE TO ASSIST THE COMPANY IN COMMENCING AND CARRYING OUT THE PROJECT, INCLUDING ASSISTING THE COMPANY IN DISCUSSIONS WITH AFFECTED TAX JURISDICTIONS TO OBTAIN A PAYMENT IN LIEU OF TAX ("PILOT") AGREEMENT WITH RESPECT TO THE PROJECT FACILITY; AND

WHEREAS, THE AGENCY AND THE COMPANY PLAN TO ENTER INTO A "STRAIGHT LEASE TRANSACTION" PURSUANT TO WHICH THE AGENCY WOULD ACQUIRE A LEASEHOLD INTEREST IN AND TO THE PROJECT FACILITY AND THE AGENCY WOULD SUBLEASE TO THE COMPANY THE AGENCY'S INTEREST IN THE PROJECT FACILITY; AND

**WHEREAS, PURSUANT TO SECTION 874 OF THE NEW YORK GENERAL MUNICIPAL LAW AND SECTION 412-A OF THE NEW YORK REAL PROPERTY TAX LAW, THE AGENCY IS EXEMPT FROM THE PAYMENT OF TAXES AND ASSESSMENTS IMPOSED ON REAL PROPERTY AND IMPROVEMENTS ACQUIRED BY IT OR UNDER ITS JURISDICTION, SUPERVISION OR CONTROL; AND**

**WHEREAS, PURSUANT TO SECTION 925-L(I) OF THE NEW YORK GENERAL MUNICIPAL LAW, AS AMENDED, PROJECTS PROMOTED, DEVELOPED AND ASSISTED BY THE AGENCY SHALL BE RESPONSIBLE FOR PILOT PAYMENTS (“PILOT PAYMENTS”) IN A SUM EQUAL TO THE AMOUNT OF REAL PROPERTY TAXES THAT WOULD HAVE BEEN LEVIED ABSENT AGENCY ASSISTANCE, OR, WITH THE WRITTEN AGREEMENT OF ANY AFFECTED TAX JURISDICTION, IN A SUM EQUAL TO SUCH ALTERNATE AMOUNT THEREOF AS SUCH AFFECTED TAX JURISDICTION MAY APPROVE; AND**

**WHEREAS, THE TOWN WILL BE AN AFFECTED TAX JURISDICTION (AS SUCH TERM IS DEFINED IN THE NEW YORK GENERAL MUNICIPAL LAW) WITH RESPECT TO THE PROJECT FACILITY; AND**

**WHEREAS, REPRESENTATIVES OF THE COMPANY AND THE TOWN HAVE DISCUSSED THE ANTICIPATED ENVIRONMENTAL AND ECONOMIC BENEFITS OF THE PROJECT, THE LONG-TERM REVENUE CERTAINTY THAT WOULD BE CREATED BY A PILOT AGREEMENT FOR THE PROJECT FACILITY, THE LACK OF MUNICIPAL AND SCHOOL DISTRICT SERVICES THAT WOULD BE REQUIRED TO SUPPORT THE PROJECT FACILITY, AND THE OPERATING COST CERTAINTY AND ASSOCIATED INCREASED PROJECT FINANCEABILITY THAT A PILOT AGREEMENT WOULD CREATE, AND HAVE AGREED TO A SCHEDULE OF PILOT PAYMENTS FOR THE PROJECT FACILITY, IN THE AMOUNTS SET FORTH ON EXHIBIT A HERETO, IN ORDER TO FACILITATE FINANCING AND CONSTRUCTION OF THE PROJECT FACILITY; AND**

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**1. THE TOWN BOARD HEREBY APPROVES THE SCHEDULE OF PILOT PAYMENTS SET FORTH ON EXHIBIT A HERETO.**

**2. THE TOWN SUPERVISOR OF THE TOWN IS HEREBY AUTHORIZED, ON BEHALF OF THE TOWN, IF REQUESTED BY THE AGENCY, TO EXECUTE AND DELIVER A PILOT AGREEMENT BY AND BETWEEN THE AGENCY AND THE COMPANY CONTAINING PAYMENT TERMS APPROVED BY THIS RESOLUTION.**

**3. THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY.**



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

## Confirmation

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

Town Of Haverstraw  
Lorraine Arocena  
1 Rosman Rd  
Garnerville, NY 10923

### Charter # 75983

Date Printed: Thursday, July 7, 2022

PO #: Q12477

Group Name:

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

Salesperson: Mary Rice

Email: mary@westpointtours.com

Cust Email: josulli376@aol.com, josulli376@aol.com

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Haverstraw Town Hall 1 Rosman Rd. Garnerville, NY	4:30pm	Wed 07/27/22	1	49 PAX W/LAV	49
Dropoff	Citi Field Stadium 126th St. & Roosevelt Ave Citi Field-Flu		Wed 07/27/22			49
Pickup	Citi Field Stadium 126th St. & Roosevelt Ave Citi Field-Flu	10:00pm	Wed 07/27/22 Note: after game			49
Dropoff	Haverstraw Town Hall 1 Rosman Rd. Garnerville, NY	11:30pm	Wed 07/27/22			49

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Already Quoted	1.00	1495.00	1495.00	

**Total Cost: \$ 1,495.00**

**is due: Aug 26, 2022**

**Itinerary:** Rates exclude driver gratuity & parking

#### \*\*\*\*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.



# ***JOE LOMBARDO***

## ***PLUMBING & HEATING OF ROCKLAND, INC.***

*Rockland County Plumbing License # 1000  
Westchester County Plumbing License # 460*

*Rockland County Cooling License #1468  
New Jersey Plumbing License #12702*

June 20, 2022

Attn. John Frizalone  
[jfrizalone@townofhaverstraw.org](mailto:jfrizalone@townofhaverstraw.org)

RE: Recreation Center A/C installation

- We propose to install a/c and a/c w/heat pump units in various locations throughout the new recreation center.
- We will supply and install seven (7) units of varying specifications:
  - A) One (1) 24k Btu single zone cassette (3x3) heat pump
  - B) One (1) 18k Btu single zone cooling only, wall mount.
  - C) Two (2) 12k Btu wall mount w/two zone 24k condenser
  - D) One (1) 12k Btu single zone heat pump
  - E) Two (2) 12k Btu wall mount w/two zone condenser

We will supply and install all necessary line hide, line-sets and t-stats as required.

- All work will be performed during regular business hours, 7am-3:30pm.
- Any unforeseen or additional requested work would be performed on a time and materials basis.
- All electrical power and connections are the responsibility of the town and their electrical contractor.
- Any core-drilling through block or concrete walls (if necessary), will be performed on a time and materials basis.

Continued

# **JOE LOMBARDO**

## **PLUMBING & HEATING OF ROCKLAND, INC.**

Rockland County Plumbing License # 1000  
Westchester County Plumbing License # 460

Rockland County Cooling License #1468  
New Jersey Plumbing License #12702

Materials – A) Snack Stand ----- \$ 7335.00  
Labor (as per contract) ----- \$ 3264.00  
Estimated total for this project ----- \$ 10,599.00

Materials – B) Box Office ----- \$ 3263.00  
Labor (as per contract) ----- \$ 1632.00  
Estimated total for this project ----- \$ 4895.00

Materials – C) Changing Room ----- \$ 5804.00  
Labor (as per contract) ----- \$ 3264.00  
Estimated total for this project ----- \$ 9068.00

Materials – D) Bathroom ----- \$ 5804.00  
Labor (as per contract) ----- \$ 1632.00  
Estimated total for this project ----- \$ 9068.00

Materials – E) Storage room ----- \$ 2756.00  
Labor (as per contract) ----- \$ 1632.00  
Estimated total fore this project ----- \$ 4388.00

All materials are guaranteed to be as specified. All work to be performed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written

321 SPOOK ROCK RD • SUFFERN, NY 10901

PHONE: 845-357-6537 • FAX: 845-357-8529

EMAIL: [info@josephlombardo.com](mailto:info@josephlombardo.com) • WEBSITE: [www.josephlombardo.com](http://www.josephlombardo.com)

# **JOE LOMBARDO**

## ***PLUMBING & HEATING OF ROCKLAND, INC.***

*Rockland County Plumbing License # 1000*

*Rockland County Cooling License #1468*

*Westchester County Plumbing License # 460*

*New Jersey Plumbing License #12702*

change orders, and will become an extra charge above this estimate. All agreements contingent upon weather, strikes, accidents, or delays beyond our control. Owner is to carry necessary insurance. Any insurance over and above the limits listed here will be billed as extra. These are our coverage limits: General Liability: Each Occurrence \$1,000,000, Damage to rented premises \$300,000, Med Exp. (any one person) \$15,000, Personal & Adv. Injury 1,000,000, General Aggregate \$3,000,000, Products-Comp/OP AGG \$3,000,000, Auto Liability: Combined Single Limit (Ea. Accident) \$1,000,000, Excess Umbrella Liability: Each Occurrence \$5,000,000, Aggregate \$5,000,000. All workers are covered by Liability insurance and Workman's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 30 days. Proposal is based on standard work hours of 7:00am to 3:30pm Monday - Friday unless otherwise specified. All unpaid balances based on the agreed terms will be subjected to 2% charge per month or any part of.

PAYMENT TERMS: Due upon completion

CONTRACTORS SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and hereby accepted. You are hereby authorized to do work as specified. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

CUSTOMERS \_\_\_\_\_ Date \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

321 SPOOK ROCK RD • SUFFERN, NY 10901

PHONE: 845-357-6537 • FAX: 845-357-8529

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