HAVERSTRAW TOWN BOARD
AUGUST 13, 2024

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

THE TOWN OF HAVERSTRAW POLICE HONOR GUARD PRESENTING THE COLORS

2. PLEDGE OF ALLEGIANCE

RETIRE THE COLORS

3. APPOINTMENT OF ONE FULL TIME POLICE CAPTAIN POSITION – IAN KAYE

RESOLVED, THAT UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT IAN KAYE OF GOSHEN, NEW YORK TO THE POSITION OF POLICE CAPTAIN, FULL TIME, CONTINGENT PERMANENT FOR THE TOWN OF HAVERSTRAW, EFFECTIVE IMMEDIATELY AND BE IT FURTHER

RESOLVED, THAT MR. KAYE HAS BEEN CLEARED ON ALL PRE-EMPLOYMENT TESTS BY THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND BE IT FURTHER

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

4. APPOINTMENT OF ONE FULL TIME POLICE LIEUTENANT POSITION-ROBERT SCHWEITZER

RESOLVED, THAT UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT ROBERT SCHWEITZER OF THIELLS, NEW YORK TO THE POSITION OF POLICE LIEUTENANT, FULL TIME, CONTINGENT PERMANENT FOR THE TOWN OF HAVERSTRAW, EFFECTIVE IMMEDIATELY AND BE IT FURTHER

RESOLVED, THAT MR. SCHWEITZER HAS BEEN CLEARED ON ALL PRE-EMPLOYMENT TESTS BY THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND BE IT FURTHER

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

5. APPOINTMENT OF DETECTIVE SERGEANT – STEVEN ROSADO

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE, JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE APPOINTMENT OF STEVEN ROSADO TO THE POSITION OF DETECTIVE SERGEANT AT THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, EFFECTIVE IMMEDIATELY.

6. APPOINTMENT OF DETECTIVE SERGEANT – WILLIAM GOULD

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE, JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE APPOINTMENT OF WILLIAM GOULD TO THE POSITION OF DETECTIVE SERGEANT AT THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, EFFECTIVE IMMEDIATELY.

7. APPOINTMENT OF PHILIP LEONTI - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF JOHN J. GOULD, JR., CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT PHILIP LEONTI OF POMONA, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AS A RESULT OF A RESIGNATION/REINSTATEMENT EFFECTIVE AUGUST 13, 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. LEONTI SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

8. APPOINTMENT OF MATTHEW MANCUSO - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF JOHN J. GOULD, JR., CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT MATTHEW MANCUSO OF PEARL RIVER, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AS A RESULT OF A RESIGNATION/REINSTATEMENT EFFECTIVE AUGUST 13, 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. MANCUSO SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

9. APPOINTMENT OF CASSANDRA MARRERO - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF JOHN J. GOULD, JR., CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT CASSANDRA MARRERO OF POMONA, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AS A RESULT OF A RESIGNATION/REINSTATEMENT EFFECTIVE AUGUST 13, 2024 AND BE IT FURTHER

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

10. APPOINT DESINEE GARCIA – POLICE RADIO DISPATCHER (CAD) (PT)

RESOLVED, THAT UPON THE RECOMMENDATION OF JOHN J. GOULD, JR., CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT DESINEE GARCIA OF HAVERSTRAW, NEW YORK TO THE POSITION OF POLICE RADIO DISPATCHER (CAD), PART TIME, FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE AUGUST 20, 2024, AND BE IT FURTHER

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

11. APPOINTMENT OF COURT ATTENDANT (PT) – ROBERT G. DREXLER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT ROBERT G. DREXLER OF STONY POINT, NEW YORK TO THE POSITION OF PART TIME COURT ATTENDANT WITH THE TOWN OF HAVERSTRAW JUSTICE COURT ON AN AS-NEEDED-BASIS, EFFECTIVE AUGUST 13, 2024 AT AN HOURLY RATE OF $18.00, AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT WAS APPROVED BY THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

12. 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 JULY 9, 2024.

13. PAYMENT OF BILLS

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

14. ACCEPTANCE OF REPORTS - POLICE DEPARTMENT ACTIVITY REPORT OF JULY 2024

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

15. 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 10 ROMAN ACRES 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 THAT THE GRASS AND/OR WEEDS ARE SIGNIFICANTLY OVERGROWN ON THE PROPERTY CAUSING A PUBLIC NUISANCE.

TOWN CLERK READ PROOF OF PUBLICATION
PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN
BOARD MEMBERS
PUBLIC PARTICIPATION
CLOSE HEARING
ADOPT RESOLUTION

16. AWARD OF RFQ NO. 16 -- 2024- PURCHASE OF ONE (1) 20' ENCLOSED LANDSCAPE TRAILER – TOWN FACILITIES

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO JOHN FRIZALONE, PARKS DIRECTOR, FOR THE PURCHASE OF ONE (1) 20' ENCLOSED LANDSCAPE TRAILER TO BE UTILIZED TO MAINTAIN ALL THE LANDSCAPING THROUGHOUT THE TOWN FACILITIES TO REPLACE THE TRAILER DAMAGED IN THE JULY 17, 2024 STORM, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD DOES HEREBY AWARD RFQ NO. 16 - 2024 TO FDR HITCHES OF ROSELLE PARK, NEW JERSEY, THE LOWEST QUOTE, IN THE AMOUNT OF $14,595.

17. BUDGET ADJUSTMENTS FOR PERIOD ENDING IN JULY 31, 2024

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF $165,000.00, SEWER FUND FUND IN THE AMOUNT OF $10,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN JULY 31, 2024 (SEE ATTACHED BUDGET ADJUSTMENTS).

18. NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM – ESTABLISHMENT OF STANDARD WORKDAY AND REPORTING RESOLUTION

BE IT RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY ESTABLISHES THE FOLLOWING AS STANDARD WORK DAYS FOR ELECTED AND APPOINTED OFFICIALS AND WILL REPORT THE FOLLOWING DAYS WORKED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM BASED ON THE RECORD OF ACTIVITIES MAINTAINED AND SUBMITTED BY THESE OFFICIALS TO THE CLERK OF THIS BODY:

Elected Officials						
Title	**Name**	**Standard Work Day (Hrs/day)**	**Term Begins/Ends**	**Days/Month (based on Record of Activities)**	**Tier 1 (check only if member is in Tier 1)**	**Not Submitted (check if no record of activities completed)**
Town Councilman	Ralph Kirschkel	6	1/1/24-12/31/27	5.27		
Town Councilman	Johnny Ortiz	6	1/1/24-12/31/27	1.47		
Town Clerk	Raquel Ventura	6	1/1/24-12/31/25	22.72		
Highway Superintendent	J Bart Gordon	8	1/1/2024-12/31/2025	27.90		
Appointed Officials						
Deputy Town Attorney	Veronica Phillips	6	1/1/24-12/31/25			X
Animal Control Officer	Claudia Perry	6	1/1/24-12/31/24	12.22		
Recreation Assistant	Lorraine Arocena	6	1/1/24-12/31/24	7.81		
Youth Board	Kenia Serrano	6	1/1/24-			X

Member			12/31/24			
Youth Board Member	Jansen Barron	6	1/1/24-12/31/24	1.22		
Youth Board Member	Juan Pena	6	1/1/24-12/31/24			X
Youth Board Member	Nikki Merriman	6	1/1/24-12/31/24	1.28		
Emergency Services Coordinator	Gerald Knapp	6	1/1/24-12/31/24	1.08		
Zoning Bd Member	Gregory Merriweather	6	10/1/23-12/31/26			X
Vice Chairman JRSB	Edward Zugibe	6	4/16/21-4/15/26	.89		
Commissioner JRSB	Michael Kohut	6	2/12/23-2/11/28	.58		
Commissioner JRSB	Robert D'Amelio	6	5/1/23-4/30/28	1.64		

On this 13th day of August, 2024

_____Date Enacted:__08/13/2024_____

(Signature of Clerk)

I, Raquel Ventura, clerk of the governing board of the Town of Haverstraw, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 13th day of August, 2024 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that___ of such members were present at such meeting and that ____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto
Set my hand and the seal of the Town of Haverstraw

(seal)

HAVERSTRAW TOWN BOARD
AUGUST 13, 2024

19. <u>CLOSE CAPITAL PROJECT – BOWLINE PARK PERGOLA & FITNESS EQUIPMENT</u>

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF MICHAEL TAMBLIN, TOWN CONSULTING ENGINEER, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE BOWLINE PARK PERGOLA & FITNESS EQUIPMENT CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF $300,000.00 OF WHICH $300,000.00 WAS EXPENDED TO COMPLETE THE ABOVE MENTIONED PROJECT LEAVING A $0 BALANCE FOR THIS CAPITAL PROJECT.

20. CLOSE CAPITAL PROJECT – 2024 PAVER-PLACED SURFACE TREATMENT CAPITAL PROJECT

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF JOHN BART GORDON SUPERINTENDENT OF HIGHWAYS, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE 2024 PAVER-PLACED SURFACE TREATMENT CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF $750,000.00 OF WHICH $673,031.77 WAS EXPENDED TO COMPLETE THE ABOVE MENTIONED PROJECT LEAVING BALANCE OF $76,968.23 FOR THIS CAPITAL PROJECT. THE ARPA BALANCE AMOUNT OF $1,968.23 WILL REMAIN IN THE CAPITAL PROJECT ACCOUNT FOR ARPA FUNDS AND MOVED TO THE BOWLINE PARK POOL IMPROVEMENT CAPITAL PROJECT. THE REMAINING BALANCE OF $75,0000.00 WILL BE TRANSFERRED BACK TO THE GENERAL FUND AS AN INTERFUND TRANSFER.

21. AUTHORIZATION TO SET TERMS & CONDITIONS OF EMPLOYMENT FOR POLICE CAPTAIN – AUGUST 13, 2024 – DECEMBER 31, 2024

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN THE TERMS AND CONDITIONS OF EMPLOYMENT FOR POLICE CAPTAIN IAN KAYE FROM AUGUST 13, 2024 THROUGH DECEMBER 31, 2024 AS SET FORTH IN THE WRITTEN TERMS AND CONDITIONS DATED AUGUST 13, 2024.

22. AUTHORIZATION TO SET TERMS & CONDITIONS OF EMPLOYMENT FOR POLICE LIEUTENANT – AUGUST 13, 2024 – DECEMBER 31, 2024

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN THE TERMS AND CONDITIONS OF EMPLOYMENT FOR POLICE LIEUTENANT ROBERT SCHWEITZER FROM AUGUST 13, 2024 THROUGH DECEMBER 31, 2024 AS SET FORTH IN THE WRITTEN TERMS AND CONDITIONS DATED AUGUST 13, 2024.

23. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND NEARMAP US, INC.

RESOLVED, BASED UPON THE RECOMMENDATION OF TOWN ASSESSOR HARLEY MCNALLY AND BUILDING INSPECTOR GEORGE BEHN, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH NEARMAP US, INC. TO PROVIDE AERIAL IMAGERY AND LOCATION DATA FOR A 12 MONTH SUBSCRIPTION TERM STARTING OCTOBER 27, 2024 AT A COST OF $9,000.

24. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH LABELLA ASSOCIATES DPC

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH LABELLA ASSOCIATES DPC OF WHITE PLAINS, NEW YORK TO PROVIDE PROFESSIONAL TRAFFIC ENGINEERING CONSULTING SERVICES FOR THE LETCHWORTH ROAD RESIDENTIAL DEVELOPMENT FOR A COST BASED ON THE 2024 FEE SCHEDULE.

25. AUTHORIZATION OF REIMBURSEMENT FOR DENTAL EXPENSES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE REIMBURSEMENT OF $325.00 TO MS. DINAPOLI FOR DENTAL EXPENSES DUE TO A YOUTH INCIDENT AT BOWLINE POINT PARK.

26. AUTHORIZATION TO PURCHASE CERTIFIED RESIDENTIAL CONTINUING EDUCATION CLASS - ASSESSOR'S OFFICE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR HARLEY V. MCNALLY, TOWN ASSESSOR TO PURCHASE THE CERTIFIED RESIDENTIAL-125 HOURS CONTINUING EDUCATION CLASS FROM MCKISSOCK LLC AT A COST OF $1,599.00 TO MEET NEW YORK STATE CONTINUING EDUCATION REQUIREMENTS.

27. AUTHORIZATION FOR TOWN ASSESSOR TO ATTEND THE 2024 NEW YORK STATE ASSESSOR'S ASSOCIATION FALL CONFERENCE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR TOWN ASSESSOR HARLEY V. MCNALLY TO ATTEND THE 2024 NEW YORK STATE ASSESSOR'S ASSOCIATION FALL CONFERENCE TO BE HELD FROM SEPTEMBER 23, 2024 TO SEPTEMBER 26, 2024 IN FAIRPORT, NEW YORK AT A COST NOT TO EXCEED $1,500.

28. RESOLUTION – PUBLIC HEARING ON ZONING AMENDMENTS

WHEREAS, ON OR ABOUT DECEMBER 28, 2023 PRIME SPACE CAPITAL LLC ("APPLICANT") SUBMITTED A ZONING PETITION TO THE TOWN BOARD REQUESTING A ZONE CHANGE FOR A 2.282-ACRE PROPERTY KNOWN AS 3 WEST RAMAPO ROAD (TAX LOT NUMBER 26.09-4-33) FROM THE R-15 ZONING DISTRICT TO THE C ZONING DISTRICT IN ORDER TO CONSTRUCT A SELF-STORAGE FACILITY ("ZONING PETITION"); AND

WHEREAS, IN CONJUNCTION WITH THE APPLICANT'S REZONING PETITION, THE TOWN BOARD PRESENTED CERTAIN ZONE TEXT AMENDMENTS TO SPECIFICALLY REGULATE SELF-STORAGE FACILITIES IN THE C AND PIO DISTRICTS ("ZONE TEXT AMENDMENTS"); AND

WHEREAS, PURSUANT TO ZONING CODE § 167-108(B), BOTH THE ZONING PETITION AND ZONE TEXT AMENDMENTS WERE REFERRED TO THE PLANNING BOARD FOR ITS REVIEW AND RECOMMENDATION, WHICH THE PLANNING BOARD CONSIDERED CONCURRENT WITH SERVING AS LEAD AGENCY FOR A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA"); AND

WHEREAS, AT ITS JULY 10, 2024 MEETING, THE PLANNING BOARD (1) ADOPTED A NEGATIVE DECLARATION FINDING THE ZONING PETITION AND ZONE TEXT AMENDMENTS DID NOT HAVE THE POTENTIAL FOR ANY SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS, THUS ENDING THE SEQRA PROCESS AND (2) ISSUED A ZONING REPORT TO THE TOWN BOARD FAVORABLE OF BOTH THE ZONING PETITION AND THE ZONE TEXT AMENDMENTS; AND

WHEREAS, THE TOWN BOARD INTENDS TO CONSIDER LOCAL LAW #1 OF 2024 TO ADOPT ZONE TEXT AMENDMENTS TO REGULATE SELF-STORAGE FACILITIES IN THE C AND PIO DISTRICTS; AND

WHEREAS, THE TOWN BOARD INTENDS TO CONSIDER LOCAL LAW #2 OF 2024 TO REZONE THE PROPERTY AT 3 WEST RAMAPO ROAD FROM THE R-15 DISTRICT TO THE C DISTRICT FOR THE PURPOSE OF CONSTRUCTING A SELF-STORAGE FACILITY; AND

NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY CALLS FOR A PUBLIC HEARING TO BE HELD ON LOCAL LAW #1 OF 2024 ON TUESDAY, SEPTEMBER 10, 2024 AT 7:05 P.M. IN THE LARGE MEETING ROOM OF TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE; AND

BE IT FURTHER RESOLVED, THE TOWN BOARD HEREBY CALLS FOR A PUBLIC HEARING TO BE HELD ON LOCAL LAW #2 OF 2024 ON TUESDAY, SEPTEMBER 10, 2024 AT 7:10 P.M. IN THE LARGE MEETING ROOM OF TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE; AND

BE IT FURTHER RESOLVED, THE TOWN CLERK IS HEREBY DIRECTED TO NOTICE SAID PUBLIC HEARINGS AS REQUIRED BY LAW.

29. SCHEDULE PUBLIC HEARING – ADOPTION OF LOCAL LAW NO. 3 – 2024

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 3 – 2024 TO ADD CHAPTER 158-29.2 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW, ENTITLED, "NO PARKING WITHIN 20 FEET OF AN INTERSECTION." SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, SEPTEMBER 10, 2024 AT 7:15 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN CLERK SHALL PUBLISH SAID NOTICE AND ALL PERSONS ARE INVITED TO ATTEND AND WILL BE HEARD BY THE BOARD.

30. AWARD OF RFQ NO. 17 -2024 – EXCAVATION TO RESTORE SAND BUNKERS AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO CHRISTOPHER DYROFF, GOLF COURSE SUPERINTENDENT, TO RESTORE #12 GREENSIDE BUNKER AND #18 LEFT AND RIGHT GREENSIDE BUNKERS AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 17- 2024 TO CURTI & ASSOCIATES OF WEST VALLEY COTTAGE, NEW YORK THE LOWEST QUOTE, IN THE AMOUNT OF $29,685.00.

31. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND VALUATION PLUS, INC.

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF TOWN ASSESSOR HARLEY V. MCNALLY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF VALUATION PLUS, INC. OF MAMARONECK, NEW YORK TO PERFORM AN APPRAISAL FOR YEARS 2022 AND 2023 FOR PALISADES GARDENS IN THE TOWN OF HAVERSTRAW, NEW YORK AT A COST OF $3,500.00.

32. PURCHASE OF ONE (1) 2024 VERMEER 19 IN CAPACITY DRUM STYLE BRUSH CHIPPER FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH VERMEER NORTH ATLANTIC OF MIDDLETOWN, PENNSYLVANIA TO PURCHASE THROUGH SOURCEWELL CONTRACT NUMBER 031721-VRM FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT AT A COST OF $101,916.26.

33. AWARD OF RFQ NO. 18 - 2024 –ELECTRIC REPAIR AT BOWLINE POINT PARK

RESOLVED, THAT TWO (2) RFQs WERE SUBMITTED TO JOHN FRIZALONE, PARKS DIRECTOR, FOR AN EMERGENCY ELECTRIC REPAIR AT BOWLINE POINT PARK FOLLOWING THE JULY 17, 2024 STORM, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 18 - 2024 TO NYTKO ELECTRIC INC. OF THIELLS, NEW YORK, AT A COST OF $2,950.00, THE LOWEST QUOTE.

34. AUTHORIZATION TO LEASE ONE (1) 40' STORAGE CONTAINER AND ONE (1) 20'/8' MOBILE TEMPORARY OFFICE UNIT- BOWLINE POINT PARK

RESOLVED, BASED UPON THE RECOMMENDATION OF PARKS DIRECTOR JOHN FRIZALONE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO LEASE THE FOLLOWING, REQUIRED AFTER THE DAMAGE CAUSED BY THE JULY 17, 2024 STORM TO BE USED AT THE BOWLINE POINT PARK UNDER OMNIA PARTNERS CONTRACT NUMBER R210503 TO WILLIAMS SCOTSMAN, INC. OF PHOENIX, ARIZONA:

- **ONE (1) 40' STORAGE CONTAINER AT A TOTAL COST OF $1,379.34 WHICH INCLUDES A $201.00 FEE FOR A 28 DAY BILLING CYCLE, AND COSTS FOR THE DELIVERY/RETURN, FUEL SURCHARGE FOR DELIVERY/RETURN**

- **ONE (1) 20'/8' MOBILE TEMPORARY OFFICE UNIT AT A COST OF $1,728.34, WHICH INCLUDES A $540.00 FEE FOR A 28 DAY BILLING CYCLE, AND COSTS FOR THE DELIVERY/RETURN, FUEL SURCHARGE FOR RETURN AND DELIVERY.**

35. AWARD OF RFQ NO. 19 -2024 TO HUDSON VALLEY SIGN STUDIO, INC. – DESIGN, PROVIDE AND INSTALL VINYL GRAPHICS FOR NEW STAGE

RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO JOHN FRIZALONE, PARKS DIRECTOR, TO DESIGN, PROVIDE AND INSTALL VINYL GRAPHICS FOR THE NEW STAGE , AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ NO. 19 - 2024 TO HUDSON VALLEY SIGN STUDIO, INC., AT A COST OF $8,000.00, BASED ON PROPRIETARY DESIGN.

36. AWARD OF BID - BID NO. 9- 2024 – CHAPEL STREET CURB AND SIDEWALK IMPROVEMENTS

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF GLENN MCCREEDY, TOWN CONSULTANT ENGINEER 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 D.S. MEYER ENTERPRISES LLC OF WALDWICK, NEW JERSEY, THE LOWEST BIDDER, FOR THE CHAPEL STREET CURB AND SIDEWALK IMPROVEMENTS PROJECT AT A COST OF $374,365.00.

37. ESTABLISH CAPITAL PROJECT – CHAPEL STREET CURB, SIDEWALK, DRAINAGE AND REPAVING IMPROVEMENTS

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE CHAPEL STREET CURB, SIDEWALK, DRAINAGE AND REPAVING IMPROVEMENTS, AS A CAPITAL PROJECT IN THE AMOUNT OF $600,000.00 WHICH WILL BE FUNDED FROM THE GENERAL FUND AS A DUE TO/DUE FROM TRANSFER.

Ad Preview

NOTICE OF PUBLIC HEARING PURSUANT TO CHAPTER 127-31 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW

The Town Board of the Town of Haverstraw pursuant to Chapter 127-31 hereby schedules a Public Hearing to be held on Tuesday, August 13, 2024 at 7:10 p.m. at the Town Hall, One Rosman Road, Garnerville, New York regarding the property located at 10 Roman Acres Drive, Garnerville, NY 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.

Please be further advised, that after such Public Hearing and failure of the owner/tenant/occupant to remediate the complained of condition, the Town of Haverstraw or its designated agent, including a private contractor may enter upon the property to perform the necessary work to remediate the condition. The Town Board shall ascertain the cost of the proceeding and the cost of removal and assess such expense against the record owner of the property. The expense so assessed shall constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

WILLIAM M. STEIN
TOWN ATTORNEY
JULY 10, 2024

BY ORDER OF THE TOWN BOARD
RAQUEL VENTURA
TOWN CLERK
TOWN OF HAVERSTRAW

10373403

PARKS DEPT.

TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: August 13th, 2024

Re: **RFQ – Landscape Trailer**

I have obtained Request for Quotes (RFQ), for a 20' Enclosed Landscape Trailer. This trailer will be utilized to maintain all landscaping throughout our Town Facilities. This Landscape Trailer will replace the trailer that was damaged in the July 17th Storm. Please be advised, FDR Hitches, from Roselle Park, NJ, had the lowest quote, for the amount of $14,595.00.

Landscape Trailer:

1. FDR Hitches: $14,595.00
2. Hecht Trailers: $14,834.36
3. RoxBury Trailer Sales: $14,995.00

Please inform me of your decision.

Regards,

John Frizalone
Director of Parks

ONE ROSMAN ROAD | GARNERVILLE, NEW YORK 10923 | (845)429-4099 | (845)786-0764 FAX |
JFRIZALONE@TOWNOFHAVERSTRAW.ORG

FDR Hitches LLC
120 W. Westfield Ave.
Roselle Park, NJ 07204
Phone: 908-259-9500
Fax: 9509
E-mail: fdrhitches@gmail.com

FDR Hitches
SALES AND SERVICE 888-337-4482
goFDR.com

Visit our website for locations!

Estimate

DATE	ESTIMATE NO.
7/24/2024	26574

CUSTOMER

Haverstraw Town of
1 Rosman Road
Garnerville, NY 10923

Phone: 845-406-1685
E-mail: jsalter@haverstrawpolice.org

SHIP TO / SERVICE FOR

ESTIMATE ONLY / NOT AN INVOICE

P.O. NO.	TERMS	REP	SHIP VIA
	1.5% 10 Days Net 30	JA	

VEHICLE INFO:

ITEM CODE	DESCRIPTION	QTY	U/M	SUG. RES.	COST	AMOUNT
001657	CAR MATE 8 X 20 ENCLOSED TRAILER CM820C-CT CRYSTAL WHITE 100" WIDE BODY GVWR 9990# 6000# TORFLEX AXLES, EACH ADJ 2 5/16 COUPLER EXT. TONGUE DELETE INSIDE STEP SIDE DOOR RAMP DOOR 12V LED DOME LIGHT 2 WALL SWITCH WALL VENT 2 VIN# 5A3C820D2RL001657	1			12,975.00	12,975.00
LSP14-20	Landscape package 2-Adjustable Shelfs front of trailer, 3-Rake Shovel Hooks, 4-6' Hooks, 3-3' Hooks, 3-Pair Trimmer Hooks, 1-String Holder, 16" Tall Plywood Kick Plate Both Sides & Front, Wall E-Track for attatchments	1			1,595.00	1,595.00
Temp	Temporary Tag *****Please ask for Jewell ****Physical PO Required *****In Stock	1			25.00	25.00

NOTICE: AFTER 48 HOURS OF PICK UP NOTICE, A STORAGE CHARGE OF $75 PER DAY WILL BE INCURRED UNTIL PICKED UP AND PAID IN FULL. We will not be responsible for any loss, damage or theft of any vehicle or trailer left on our property after the 48 hour notice to pick up your vehicle or trailer.

SUB-TOTAL	**$14,595.00**
SALES TAX (6.625%)	**$0.00**
TOTAL	**$14,595.00**

Trailers & Trailer Parts, Snow-Plows & Plow Parts, Truck, Auto & Trailer Accessories

PLOWMATCH.COM - find your plow!

Join our e-mail list at: www.JoinFDR.com

ESTIMATE ONLY / NOT AN INVOICE

Town of Haverstraw
Budget Adjustments
For period ending 7-31-2024

Fund	Account Name	Account Number		Debit	Credit
GENERAL FUND					
	Police Contractual	A-3120-0400		$ 100,000.00	
	Narcotics Control	A-4220-0400		$ 10,000.00	
	Programs for Aging	A-6772-0400		$ 50,000.00	
	Celebrations Contractual	A-7550-0400		$ 5,000.00	
	Contingent	A-1990-0400			$ 165,000.00
				$ 165,000.00	$ 165,000.00

Fund	Account Name	Account Number		Debit	Credit
Sewr Fund FUND					
	Sewer Treatment	SS-8130-0400		$ 10,000.00	
	Sewer Admin Contractual	SS-8110-0400			$ 10,000.00
				$ 10,000.00	$ 10,000.00

RENEWAL QUOTE

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	Town of Haverstraw, NY	**Quote Number**	Q102934
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	10/27/2024
Subscription Term	12 Month	**Account Rep**	Sarah Walker sarah.walker@nearmap.com
Subscription Start Date	10/27/2024	**Payment Term**	Net 45
		Payment Method	Invoice
Bill To	Town of Haverstraw, NY Charles Zaba One Rosman Road, Garnerville,, New York, 10923 845-942-3717 assessor@townofhaverstraw.org	**Ship To**	Town of Haverstraw, NY Charles Zaba One Rosman Road, Garnerville,, New York, 10923 845-942-3717 assessor@townofhaverstraw.org

PRODUCT	ALLOWANCE	COVERAGE	SEATS
GeoData Link for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
		Subtotal	$9,000.00
		***Estimated Tax**	$0.00
		Total	**USD $9,000.00**

*The Total includes applicable sales tax for the state which the Licensee is located. If an exemption from sales tax is applicable to the Licensee, the Licensee shall provide to Nearmap, in accordance with state law, relevant tax-exemption documentation. It will be the responsibility of the Licensee to ensure proof of tax-exempt status remains current for subsequent renewals of the Agreement.

LaBella
Powered by partnership

July 18, 2024

Annette Hendrie
Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

RE: **Professional Traffic Engineering Consulting Services**
Letchworth Road Residential Development
Town of Haverstraw, Rockland County, New York

Dear Annette:

LaBella Associates (LaBella) is pleased to submit this Proposal to provide Professional Traffic Engineering Consulting Services to the Town of Haverstraw. LaBella understands the Town is seeking a traffic consultant to review the **Letchworth Road Residential Development** project materials and advise the applicable Town land use review boards and professional staff. LaBella proposes to perform such services on an hourly, as-needed basis as directed by Town professional staff, including the Town's consultant engineer, Civil Design Works.

LaBella is a Design Professional Corporation (DPC), formed in 1978, and has steadily grown to over 1,800 members and 35 office locations, including 14 offices in New York State. Our proposed project team will be led predominantly by Frank A. Filiciotto, PE and Vaishali Thiruvengadam, who offer 40 years of combined experience in Traffic Engineering and Transportation Planning. LaBella's staff has performed similar reviews on behalf of Lower Hudson Valley municipal land use boards and understands the needs of a Town as it evaluates a specific development project.

LaBella proposes to invoice the Town of Haverstraw in accordance with the attached 2024 Billing Rates. We anticipate our initial work on the Letchworth Road Residential Development project, including but not limited to performing a site visit, establishing the transportation scope of study under SEQR, advising and coordinating with the Town officials and consultants, and reviewing the applicant's first round of project materials once submitted, will range from $8,000 to $10,000. At the conclusion of the initial review, LaBella will prepare a letter outlining the project, materials reviewed, technical comments, findings, and recommendations. Additional correspondence may be prepared by LaBella relative to the scope of study. The work associated with subsequent reviews will be evaluated based on the content of the material and a fee will be estimated for the Town's review and approval. If required, LaBella will attend in-person or virtual meetings on behalf of the Town of Haverstraw; such meetings will be invoiced separately on an hourly basis.

Thank you, Annette, for the opportunity to provide the Town of Haverstraw with our services. If you have any questions or would like additional information, please contact me at ffiliciotto@labellapc.com or (845) 486-1599. If this Proposal is satisfactory, kindly have the enclosed Master Professional Services Agreement executed and retuned to LaBella.

Sincerely,
LaBella Associates DPC



Frank A. Filiciotto, PE
Principal Traffic Engineer

Attachment: Master Professional Services Agreement

HOURLY RATES

Title	2024 Billing Rate
ARCHITECTURAL & ENGINEERING	
Architect II	$170
Architect I	$145
Engineer VI	$265
Engineer V	$240
Engineer IV*	$195
Engineer IV	$175
Engineer III	$145
Engineer II	$125
Engineer I	$100
Designer V	$180
Designer IV	$145
Designer III	$125
Designer II	$115
Designer I	$100
Technician IV	$145
Technician III	$105
Technician II	$90
Technician I	$75
BUILDING CODE & LIFE SAFETY SERVICES	
Building Code Consultant	$145
Safety Specialist	$190
CONSTRUCTION ADMIN/INSPECTION	
Construction Inspector IV	$145
Construction Inspector III	$130
Construction Inspector II	$105
Construction Inspector I	$90

Continued on next page

DIRECT COSTS

Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

SUBCONTRACTORS

Subcontractors work will be billed at actual cost plus 15%.

COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of $3,120 per day, plus direct expenses. Other litigation support will be billed at a rate of $390 per hour, plus direct expenses.

FORENSIC INVESTIGATIONS

Forensic investigations shall be billed at $525 per hour.

BILLING

Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.

LaBella
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HOURLY RATES

Title	2024 Billing Rate
ENVIRONMENTAL SERVICES	
Environmental Program Manager II	$255
Environmental Program Manager I	$160
Environmental Project Manager II	$160
Environmental Project Manager I	$130
Environmental Scientist IV	$200
Environmental Scientist III	$140
Environmental Scientist II	$110
Environmental Scientist I	$95
Environmental Analyst/Tech II	$100
Environmental Analyst/Tech I	$85
HYDROGEOLOGY	
Senior Hydrogeologist	$160
GIS	
GIS Analyst/Professional V	$155
GIS Analyst/Professional IV	$130
GIS Analyst/Professional III	$110
GIS Analyst/Professional II	$95
GIS Analyst/Professional I	$75
LANDSCAPE ARCHITECTURE	
Landscape Architect VI	$240
Landscape Architect V	$180
Landscape Architect IV	$145
Landscape Architect III	$125
Landscape Architect II	$105
Landscape Architect I	$95

Continued on next page

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HOURLY RATES

Title	2024 Billing Rate
PLANNING	
Planner VI	$240
Planner V	$145
Planner IV	$135
Planner III	$125
Planner II	$100
Planner I	$95
PROJECT ADMINISTRATION	
Project Manager	$185
Project Coordinator II	$110
Project Coordinator I	$95
Administrative Support	$95
SURVEY	
Survey Professional V	$265
Survey Professional IV	$210
Survey Professional III	$195
Survey Professional II	$180
Survey Professional I	$170
Project Surveyor III	$155
Project Surveyor II	$152
Project Surveyor I	$145
Assistant Project Surveyor II	$137
Assistant Project Surveyor I	$125
Crew Chief IV	$145
Crew Chief III	$137
Crew Chief II	$131
Crew Chief I	$95
Survey Draftsman	$105
Survey Tech II	$85
Survey Tech I	$80
Survey Crew	$235

Labor charges include administrative services, telephone, US mail and facsimiles.

LaBella
Powered by partnership

Master Professional Services Agreement

Agreement made the __ day of July, 2024
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Haverstraw
("Client")

For services related to the following:

Title or Description of Services

LaBella and Client hereby agree as follows:

1. **Description of Services:** Client engages LaBella to perform professional services on various projects as set forth and described in proposals which shall be submitted by LaBella in response to the Client's requests. LaBella accepts this engagement, and shall perform such services in accordance with the terms and conditions of this contract attached as *Exhibit A*.

2. **Compensation for Services:** LaBella's fees with respect to each project shall be set forth in each proposal, or as modified in writing signed by both parties. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

LaBella Associates, D.P.C.	**Client Name**
By: _____	By: Town of Haverstraw
Title _____	Title _____
Date: _____	Date _____

Exhibit A
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to each project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of each project.

LaBella shall comply with all federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of any project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the fees for such services on that project, and if unable to do so, then either party may terminate this Agreement with respect to that project without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to each project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding each project necessary for LaBella to perform its professional services, including, but not limited to, Client's requirements for the project, the condition of the project site, any past and present activities engaged in at the project site, and any substances and materials known or likely to be encountered at the project site.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During projects, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All plans, drawings, specifications, calculations, reports and other documents prepared by LaBella as instruments of service are and shall remain the property of LaBella. Client agrees that the re-use of LaBella's instruments of service on any extension of a

project, or on any other project, is prohibited without first obtaining LaBella's written permission and consent.

Escalation: In the event the term of this Agreement with respect to a project is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client. The project budget will be adjusted accordingly.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for increases in fees and costs during the period of suspension.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Insurance: LaBella shall procure and maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following minimum insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles with $1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Worker's compensation insurance in the applicable statutory amount, and employer's liability insurance in an amount not less than $1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Umbrella liability insurance with policy limits of not less than $10,000,000 per occurrence and $10,000,000 in the aggregate; and
- Professional liability insurance with policy limits of not less than $5,000,000 per claim and $7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall furnish certificates of insurance evidencing the insurance carried in compliance with the requirements of this section. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold harmless the Client, and its officers and employees, from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the available proceeds of LaBella's insurance coverage.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed $50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located, and the parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any other rights or remedies either party may have at law or in equity or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client, extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW
ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923
Phone: 845-942-3717 Fax: 845-429-1226

HARLEY V. MCNALLY
ASSESSOR

08/13/2024

Re: Continuing Education

Dear Mr. Supervisor & Town Board Members,

This memo is to request the purchase of "Continuing Education-Certified Residential-125 hours", a continuing education class offered by Mckissock Learning. This class would be for myself, The Assessor, and would help fulfill some of my continuing education that is required by New York State. This class is online and is done at a self-learning pace, so that it would not interfere with my daily tasks as the Town Assessor. I've attached the quote to this memo; the one-time fee would be $1599.00, a discounted price due to being a member.

Sincerely,

Harley V. McNally

Assessor, Town of Haverstraw


McKissock
My Cart
Certified Residential Licensing Subscription - 125 hrs.
$1,599.00
Grand Total:
$1,599.00
affirm

ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW
ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923
Phone: 845-942-3717 Fax: 845-429-1226

HARLEY V. MCNALLY
ASSESSOR

08/5/2024

Re: 2024 NYSAA FALL CONFERENCE

Dear Mr. Supervisor & Town Board Members,

This memo is to request the purchase of registration for the 2024 New York State Assessor's Association Fall Conference, in Fairport, New York. The registration is for me the Assessor, the dates are September 23rd through the 26th of 2024. The total cost for registration is $596 and the cost for the hotel is $477. Attached you will find a printout for my registration and hotel rates.

Sincerely,

Harley V. McNally

Assessor, Town of Haverstraw

TOWN OF HAVERSTRAW PLANNING BOARD RESOLUTION

Adopting SEQRA Negative Declaration & Zoning Report
Garnerville Mini-Storage/Regulating Self-Storage Facilities

WHEREAS, the Applicant, Primespace Capital LLC, proposes to convert a vacant lot (formerly containing a single-family residential home that has since been demolished) to a self-storage facility; and

WHEREAS, the subject property is located at 3 West Ramapo Road in the unincorporated Town and is shown on the Town tax map as 26.09-4-33; and

WHEREAS, the Applicant, with the consent of the owner of the Property, 31 Collins LLC, submitted the following applications to the Town:

1. Application to the Planning Board for site plan approval dated August 7, 2023
2. Petition to the Town Board dated December 21, 2023 seeking to rezone the Property from the R-15 zoning district to the C zoning district

WHEREAS, while processing these applications, it came to the Town Board's attention that the Town Code does not have regulations directly applicable to self-storage facilities, particularly as it relates to parking and, therefore, at the Town Board's April 9, 2024 meeting it proposed:

3. Local Law to regulate self-storage facilities in the unincorporated Town's C and PIO districts.

WHEREAS, the Planning Board is lead agency for a coordinated review of this Type I action pursuant to the State Environmental Quality Review Act ("SEQRA"), which review includes the zone text amendments and zone change, as well as the proposed site plan; and

WHEREAS, the Applicant submitted a Full Environmental Assessment Form ("FEAF"), Part 1; and

WHEREAS, the Planning Board adopted an FEAF, Part 2, identifying those environmental areas where there was the potential for moderate to large impacts from the proposed project; and

WHEREAS, the Applicant submitted responses to the FEAF, Part 2, demonstrating that any potential impacts can be mitigated such that there is not the potential for any significant adverse environmental impacts from the proposed project; and

WHEREAS, pursuant to Town Zoning Code § 167-108(B), the Town Board referred the proposed zoning amendments to the Planning Board for its review and report, which the Planning Board considered in conjunction with its SEQRA review; and

WHEREAS, the Planning Board has held duly-noticed public hearings on the proposed actions; and

NOW THEREFORE,

BE IT RESOLVED that the Planning Board, acting as lead agency, hereby adopts the attached Negative Declaration finding that there will be no significant adverse environmental impacts from the Proposed Project for the reasons set forth in the Negative Declaration; and

BE IT FURTHER RESOLVED, the Planning Board Clerk is hereby directed to file and distribute the Negative Declaration in accordance with 6 NYCRR 617.12(b); publish the Negative Declaration in the Environmental Notice Bulletin in accordance with 6 NYCRR 617.12(c); and further distribute, file and/or publish the Negative Declaration and any related documents as required by law; and

BE IT FURTHER RESOLVED, that the Planning Board hereby adopts the attached Report dated July 10, 2024 and directs the Planning Board Clerk to circulate the Zoning Report to the Town Board and all necessary staff and consultants.

Dated: July 10, 2024

Salvatore Corallo

Chairman Corallo

STATE ENVIRONMENTAL QUALITY REVIEW
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Name: **Garnerville Mini Storage**

Date: **July 10, 2024**

Lead Agency: **Planning Board**
Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Prepared by: **Michael D. Kauker, PP, AICP**
Kauker & Kauker. LLC
356 Franklin Ave.
Wyckoff, NJ 07481
(201) 847-2900

Christie Tomm Addona, Esq.
Silverberg Zalantis LLC
120 White Plains Road, Suite 305
Tarrytown, NY 10591
(914) 682-0707

This notice has been prepared in accordance with Article 8 (State Environmental Quality Review Act) of the New York State Environmental Conservation Law.

The Planning Board of the Town of Haverstraw, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Garnerville Mini Storage

SEQR Status: Type 1

Conditioned Negative Declaration: No

Description: The proposed action consists of proposed amendments to the zoning code to regulate self-storage facilities within the C – Commercial District and place the subject property in the C – Commercial District, and obtaining site development plan approval to construct a three-story self-storage facility at the subject property.

Location: 3 West Ramapo Road, Town of Haverstraw, Rockland County, New York.

Determination of Significance:
The Planning Board of the Town of Haverstraw, as Lead Agency for a coordinated review, has determined that the proposed action will not result in any significant adverse environmental impacts and, therefore, a Negative Declaration is issued pursuant to the State Environmental Quality Review Act (SEQRA).

Reasons Supporting This Determination:

1. **Land Use and Zoning:**

    - The zoning amendments are generally consistent with the overall objectives of the Comprehensive Plan and the intended use of the Commercial District and properties along Route 202.

    - The subject property is currently located in the Town's Route 202 Overlay Zone given that it has frontage on Route 202 – a State road and commercial corridor. Further, the parcels directly across Route 202 are already in the Commercial zoning district. In the past, the Town Board has rezoned parcels to the Commercial zoning district when they were adjacent to parcels already in the Commercial zoning district and their location was conducive to a commercial use, as this property is.

    - The introduction of self-storage facilities in the Commercial District is a logical extension of current uses and will not significantly alter the character of the neighborhood. The Building Inspector has already determined that the self-storage use proposed for the subject property is permitted in the Commercial zoning district as a retail use. The Town Board opted to consider the zone text amendments to specifically regulate this self-storage use as the existing regulations for retail uses are not transferrable to a self-storage use, particularly with respect to parking as self-storage uses do not require nearly as much parking as retail.

    - The proposed zone text amendments also incorporate protective measures specifically related to the self-storage use, such as prohibiting dangerous materials from being stored in the facility; requiring landscaping/screening, architectural standards and security; and giving the Planning Board the authority to regulate lighting and noise to minimize these impacts to neighboring properties.

    - The prior proposal for redevelopment of the subject property was as a daycare center with several retail storefronts and associated parking. This use would have been incredibly impactful to the area for numerous reasons, most notably traffic

and access. The proposed self-storage use eliminates those environmental concerns as self-storage, given the nature of its use, requires minimal parking.

- Lastly, any proposed self-storage facility will be required to obtain site plan approval from the Planning Board, ensuring a thorough site-specific review.

2. **Traffic and Transportation:**

   - A traffic impact study conducted as part of the site plan review indicated that the addition of a self-storage facility will generate minimal traffic compared to other potential commercial or residential uses. As noted above, the property was originally proposed to be redeveloped with a daycare center and several retail storefronts, which would have generated considerable additional traffic. Given the size of the parcel, under the current zoning this parcel could potentially be developed with several single-family homes, which would generate more traffic than the proposed self-storage facility.

   - Existing road infrastructure is adequate to handle the minor increase in traffic volume.

   - There will also be substantially less parking needed on site than with other commercial (and some residential) uses, which will reduce the amount of impervious coverage attributable to the parking. The proposed parking requirements for self-storage uses in the zone text amendment were acceptable to the Town's traffic engineering consultant.

3. **Environmental Resources:**

   - The site is not located in or adjacent to any designated critical environmental areas or habitats.

   - The construction will adhere to all state and local environmental regulations, ensuring that there are no adverse impacts on air, water, or soil quality.

4. **Aesthetics and Community Character:**

   - The proposed building design will be in harmony with the architectural character of the Commercial District.

   - Landscaping and buffering will be implemented to minimize visual impact on surrounding properties.

   - The proposed zone text amendments require architectural, landscaping and buffering review as part of any site-specific application.

5. **Utilities and Infrastructure:**

    - The existing public utilities (water, sewer, electricity) have sufficient capacity to accommodate the proposed development without requiring significant upgrades.

6. **More specifically, it is not anticipated that any of the criteria as described in 6 NYCRR §617.7(c)(1)(i –xii) would be significantly impacted as further described below:**

    a. The proposed action will not cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems as for the subject property, the applicant has demonstrated, to the satisfaction of the Town's engineer, that there will be no net increase in runoff;

    b. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;

    c. The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area;

    d. The proposed action will not result in the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

    e. The proposed action will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

    f. The proposed action will not result in a major change in the use of either the quantity or type of energy;

    g. The proposed action will not result in the creation of a hazard to human health;

    h. The proposed action will not result in a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;

i. The proposed action will not result in the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action.

Conclusion: Based on the above considerations, the Town of Haverstraw Planning Board concludes that the proposed zoning amendments and site development plan will not have a significant adverse impact on the environment. Therefore, a Negative Declaration is issued.

For Further Information:

Contact Person:	Annette Hendrie, Chief Clerk TOH Building Planning & Zoning
Address:	Town of Haverstraw One Rosman Road Garnerville, New York 10923
Telephone Number:	(845) 429-2200

TOWN OF HAVERSTRAW PLANNING BOARD
Report to Town Board on Zoning Text Amendments and Zone Change
Garnerville Mini-Storage/Regulating Self-Storage Facilities

Overview

The Applicant, Primespace Capital LLC, proposes to convert a vacant lot (formerly containing a single-family residential home that has since been demolished) to a self-storage facility. The proposed project is known as Garnerville Mini-Storage. The subject property is located at 3 West Ramapo Road in the unincorporated Town and is shown on the Town tax map as 26.09-4-33.

The Applicant, with the consent of the owner of the Property, 31 Collins LLC, submitted the following applications to the Town:

1. Application to the Planning Board for site plan approval dated August 7, 2023
2. Petition to the Town Board dated December 21, 2023 seeking to rezone the Property from the R-15 zoning district to the C zoning district

While processing these applications, it came to the Town Board's attention that the Town Code does not have regulations directly applicable to self-storage facilities, particularly as it relates to parking. Accordingly, at the Town Board's April 9, 2024 meeting it proposed:

3. Local Law to regulate self-storage facilities in the unincorporated Town's C and PIO districts.

The Planning Board, with the consent and at the request of the Town Board, is serving as lead agency for a coordinated review of all three proposed actions pursuant to the State Environmental Quality Review Act. At its July 10, 2024 meeting, the Planning Board adopted a negative declaration determining that these actions do not have the potential for any significant adverse environmental impacts – thus completing the SEQRA process.

Upon concluding its SEQRA review, the Planning Board now submits this report to the Town Board on the proposed zoning amendments (actions two and three listed above) in accordance with Town of Haverstraw Zoning Code § 167-108(B).

Rezoning the Property to the C District

The Property is currently located in the R-15 zoning district and the Applicant is requesting a zone change to the C district. The Property (1) has frontage on Route 202, which is a main commercial corridor with numerous other commercial uses nearby; (2) is located in the Route 202 Floating Overlay District, which permits a variety of commercial uses, including retail sales and services, personal services, professional, administrative, medical and business offices, child-care centers, studios, pharmacies, banks (with drive-through), restaurants (including fast-casual), delis, cafes, bakeries, and municipal uses; and (3) is across Route 202 from other parcels that are in the C district. Further, there was a previous application for redevelopment of the Property for a child-care center and multiple retail storefronts with associated parking. However, there were considerable concerns about the impacts of this proposal, primarily due to traffic and

access – both on-site and onto Route 202. Given the two proposals for this Property have been for commercial uses, it seems highly unlikely that it would be redeveloped with another single family home. And given the size of the Property – approximately two acres – if it were to be redeveloped as residential, it would likely be as a subdivision with several homes. The Applicant has presented analysis from its traffic engineer, and the Town's traffic engineer has confirmed, that self-storage facilities generate minimal traffic impacts and require very few parking spaces to accommodate the use – less than other commercial uses and likely less than a residential subdivision.

Therefore, in light of the potential other uses of the Property and the low impact nature of a self-storage facility, the Planning Board recommends that the Town Board consider rezoning the Property to the C district – **solely in connection with this application for a self-storage facility**. The Planning Board's SEQRA review and zoning analysis has been focused on the rezoning the Property for a self-storage facility. Therefore, if the proposed use were to change now or in the future, the applicant would have to appear before the Planning Board for a new SEQRA review and site plan application.

Zone Text Amendments to Regulate Self-Storage Facilities

The Planning Board supports the Town Board's initiative to implement zoning regulations specifically tailored to self-storage facilities. While the Building Inspector has already determined self-storage facilities are a permitted retail use, the regulations for retail uses do not align with a self-storage facility. By implementing these regulations, the Town would be making these regulations more reasonable as it relates to the parking regulations, but also adding protections for the Town by (1) limiting the use to the C and PIO districts where this use is appropriate; (2) incorporating protective measures specifically related to the self-storage use, such as prohibiting dangerous materials from being stored in the facility, and requiring landscaping/screening, architectural standards and security; and (3) giving the Planning Board the authority to regulate lighting and noise to minimize these impacts to neighboring properties. The Town's traffic engineer found the proposed parking regulations to be acceptable for this use. Further, because of the limited parking needed for self-storage facilities, this will reduce the amount of impervious coverage needed for parking. That being said, because of the size of self-storage facilities, the Planning Board recommends that all such proposed self-storage facilities be referred to the Architectural Review Board.

Conclusion

In sum, the Planning Board is favorable to both (1) the Property's zone change to the C district for redevelopment with a self-storage facility and (2) the zone text amendments to regulate self-storage facilities in the C and PIO zoning districts.

TOWN OF HAVERSTRAW
LOCAL LAW NO. 1 of 2024

A LOCAL LAW AMENDING TOWN CODE CHAPTER 167 REGULATING SELF-STORAGE FACILITIES

BE IT ENACTED by the Town Board of the Town of Haverstraw, Rockland County, New York ("Town Board") as follows:

SECTION 1. Authority

This local law is adopted pursuant to the Town Board's authority pursue to the New York State Constitution and New York Municipal Home Rule Law.

SECTION 2. Title, Intent and Purpose

This local law shall be known and cited as "a Local Law amending Chapter 167 of the Town Code regulating self-storage facilities in the unincorporated Town of Haverstraw."

The Town of Haverstraw has received an application for an indoor self-storage facility in the Town's Commercial (C) District. In reviewing the application, it came to the Town's attention that the Town Code does not have bulk regulations in place for this type of use, particularly related to parking. In order to provide clear and relevant regulations for indoor self-storage facilities, which are generally benign and non-intensive uses, the Town Board believes it is in the best interest of the health, safety and well-being of the Town's constituents to implement applicable zoning regulations.

SECTION 3. Amendment

Section 167-3 of the Town Code (Word usage and definitions) is amended to add the following definitions:

DISTRIBUTION CENTER:
An establishment engaged in the receipt, storage, and distribution of goods, products, cargo and materials, including trans-shipment by boat, rail, air, or motor vehicle.

SELF-STORAGE FACILITY:
A commercial facility where individuals or businesses rent separate, individual and private space for the storage of personal or business items. Self-Storage Facility shall not include a Warehouse, Truck Terminal or Distribution Facility.

SELF-STORAGE FACILITY, INDOOR:
Self-storage facilities where storage units are located within an enclosed building.

SELF-STORAGE FACILITY, OUTDOOR:
Self-storage facilities where storage units are located in open-air settings.

TRUCK TERMINAL:
An area and building where trucks load and unload cargo and freight and where the cargo and freight may be broken down or aggregated into smaller or larger loads for transfer to other vehicles or modes of transportation.

WAREHOUSE:
A building used primarily for the storage of goods and materials.

SECTION 4. Amendment

Town Code Chapter 167 Attachment 11 (Table of General Use Requirements – C Commercial District) is amended to add the following:

To Column 2 ("Uses Permitted by Right"):

10. Self-Storage Facility, Indoor

To Column 9 ("Additional Use Regulations"):

14. For Self-Storage Facility, Indoor, see Zoning Code § 167-13.2

SECTION 5. Amendment

Town Code Chapter 167 Attachment 12 (Table of General Use Requirements – PIO Planned Industrial Office District) is amended to add the following:

To Column 2 ("Uses Permitted by Right"):

10. Self-Storage Facility, Indoor

To Column 9 ("Additional Use Regulations")

7. For Self-Storage Facility, Indoor, see Zoning Code § 167-13.2.

SECTION 6. Amendment

Town Code Chapter 167 (Zoning) is amended to add a new Section 167-13.2 as follows:

Section 167-13.2 Regulations for Self-Storage Facilities, Indoor

A. Permitted and Prohibited Uses.
   1. Self-Storage Facilities, Indoor are permitted, but shall not include any of the following:
      i. Storage of flammable or hazardous chemicals or explosives,
      ii. Storage of boats, trailers or recreational vehicles,
      iii. Auctions or commercial, wholesale or retail sales (except for storage materials, such as boxes or tape, sold by the operator of the facility) or miscellaneous garage sales,
      iv. Service, repair or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances or other similar equipment,
      v. Operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment, and
      vi. Any use or storage that is noxious or offensive because of odors, dust noise, fumes or vibrations.
   2. Self-Storage Facilities, Outdoor, are not permitted.
   3. Distribution Centers, Warehouses and Truck Terminals are only permitted to the extent otherwise provided in this Chapter but not as a Self-Storage Facility, Indoor use.

B. Bulk Regulations. Notwithstanding any other provisions of this Chapter to the contrary, the following bulk regulations shall apply to Self-Storage Facilities, Indoor:
   1. Net Buildable Acreage (Lot Size): 40,000 square feet
   2. Setbacks and Buffers: shall adhere to the requirements for the zoning district in which the property is located.
   3. Maximum Building Height: 35 feet and 3 stories
   4. Maximum Building Coverage: 40%
   5. Maximum Impervious Coverage: 60%

C. Design and Operational Requirements. As part of site plan review, the Applicant shall demonstrate compliance with the following:
   1. Landscaping and screening: Adequate landscaping and screening shall be provided to mitigate visual impacts and maintain compatibility with adjacent properties.
   2. Lighting: Outdoor lighting shall be provided for security and safety purposes, with fixtures designed to minimize light spillage onto adjacent properties.

3. Architectural Standards: Self-Storage Facilities, Indoor shall be designed to complement the character of the surrounding area and may be subject to architectural review as provided in this Chapter.
4. Signage: Signage shall comply with the Town Code and be designed to minimize visual clutter.
5. Security: Self-Storage Facilities, Indoor shall implement adequate security measures to prevent theft and unauthorized access to the storage units.
6. Noise: Operations shall not produce excessive noise that disturbs neighboring properties and, if necessary, shall implement noise-reducing measures.
7. Vehicular Circulation: Self-Storage Facilities, Indoor, shall be designed to minimize traffic congestion and ensure safe ingress, egress and on-site circulation for vehicles and pedestrians.

D. Parking.

1. There shall be 1 parking space for every 100 storage units.
2. The parking spaces shall comply with the dimensional requirements set forth in Article IX of this Chapter, except that a minimum of 40% of the parking spaces shall comply with the dimensional requirements for loading berths set forth in Article IX of this Chapter.
3. The parking spaces and loading berths shall be in a location satisfactory to the Planning Board to provide safe and efficient access to the facility.
4. If determined to be appropriate by the Planning Board as part of site plan review, the Applicant shall designate an area(s) on the property for the landbanking of additional parking spaces and/or loading berths should they become necessary in the future.

SECTION 7. Validity.

The invalidity of any provision of this Local Law shall not affect the validity of any other portion of this Local Law which can be given effect without such invalid provision.

SECTION 8. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State.

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF HAVERSTRAW

TOWN OF HAVERSTRAW
LOCAL LAW NO. 2 of 2024

A LOCAL LAW AMENDING TOWN ZONING MAP

BE IT ENACTED by the Town Board of the Town of Haverstraw, Rockland County, New York ("Town Board") as follows:

SECTION 1. Authority

This local law is adopted pursuant to the Town Board's authority pursue to the New York State Constitution and New York Municipal Home Rule Law.

SECTION 2. Title, Intent and Purpose

This local law shall be known and cited as "a Local Law amending Town Zoning Map to Rezone 3 West Ramapo Road, Garnerville to the C District."

Prime Space Capital LLC submitted a zoning petition to the Town Board requesting a zone change for a 2.282-acre property known as 3 West Ramapo Road (tax lot number 26.09-4-33) from the R-15 zoning district to the C zoning district in order to construct a self-storage facility. The Planning Board conducted a coordinated review pursuant to the State Environmental Quality Review Act and provided a zoning report to the Town Board in favor of the rezoning due to the benign and non-intensive nature of self-storage uses compared to other uses that could potentially be implemented on the property given that is in the Route 202 overlay zone (that allows for commercial uses).

SECTION 3. Rezoning 3 West Ramapo Road to C District/Amending Zoning Map

The Town Board hereby rezones 3 West Ramapo Road to the C District for the sole purpose of allowing the property to be redeveloped with a self-storage facility that was the subject of the Planning Board's review pursuant to the State Environmental Quality Review Act and for which the Planning Board issued a negative declaration at its July 10, 2024 meeting. The Town Zoning Map shall be amended to reflect 3 West Ramapo Road in the C District.

SECTION 4. Validity.

The invalidity of any provision of this Local Law shall not affect the validity of any other portion of this Local Law which can be given effect without such invalid provision.

SECTION 5. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State.

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF HAVERSTRAW

LOCAL LAW NO.3-2024
ADD CHAPTER 158-29.2 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW, ENTITLED, "NO PARKING WITHIN 20 FEET OF AN INTERSECTION "

Be it enacted by the Town Board of the Town of Haverstraw as follows:

Section 1. Chapter § 158-29.2 3. "**NO PARKING WITHIN 20 FEET OF ANY INTERSECTION** is hereby added to the Code to read as follows:

No vehicle shall park within 20 feet of the intersection of any two streets.

Section 2. This local law shall become effective upon filing with the Secretary of State.

To: Town of Haverstraw town Board 7/25/2024

Gentlemen, please see attached **ESTIMATED** pricing for the excavation and rebuild of 3 bunkers on the Philp J Rotella memorial golf course. We are looking to renovate the right-hand green side bunker on hole #18, the right-hand green side bunker on hole #12, and the left-hand green side bunker on hole #18. For excavation, Curti & Associate had the low estimate at $29,685. Sod is estimated at $5,400. Sand cost is estimated $10,000, and 35 yards of top soil for $2000. Total estimated cost of project is $47,085 These bunkers have well exceeded their life expectancy and are in dire need of rebuilding. Thank you for your consideration, please feel free to ask me any questions. Thank you.

Chris Dyroff

Golf course superintendent

Philip J Rotella memorial golf course

3 Bunkers
2 on hole #18
1 on hole #12

Curti & Associates

169 Route 303 | Valley Cottage, New York 10989
845-627-2491 | https://www.curtilandscaping.com/

RECIPIENT:

Phillip J. Rotella Memorial Golf Course
100 Thiells Mount Ivy Road
Thiells, NY 10984

Estimate #22854

Sent on	Jul 10, 2024
Terms & Conditions:	https://tinyurl.com/CG-Terms-Conditions

Product/Service	Description	Total
Sand Bunkers Renovation (Three Bunkers)	This estimate is per the specification sheet provided by the golf course Superintendent, Chris Dyroff. Contractor to provide plywood to help protect the turf areas from mechanical damage. Contractor to sod cut a 4" perimeter around each of the three sand bunkers as requested. Remove the existing bunker sand down to existing grade and dump elsewhere on site. Remove corrupted existing drainage as needed. Trench 1' width, depth to be deteremined to prepare for new drainage materials to be installed. Three inches +/- of 3/8" clean pea gravel will be installed in the bottom of the trenches. Install 4" perforated pipe as needed and cover the piping with 3/8" pea gravel, cover with filtration fabric. Edge the margins of each bunker, and prepare disturbed turf areas with hand graded screened topsoil, to receive sod provided and installed by owner. Install bunker sand, hand grade to recommended contours. Disturbed turf areas will be topdressed with topsoil, provided by the owner. If needed, seeding to be provided and installed by owner. Work areas to be left in a clean and orderly condition.	$29,685.00

-We here at Curti Group would like to thank you for reaching out to us. We appreciate the opportunity to provide you with this proposal for your upcoming project.
-We would like to ensure that we provide "Best in Class" service and complete your project/service to your expectation. Upon review if you have any questions or modifications, please reach out to our office.
-Upon acceptance of this proposal, you agree to the terms and conditions found within the link above.

Sincerely,
Jeff Trezza - General Manager

ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW
ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923
Phone: 845-942-3717 Fax: 845-429-1226

HARLEY V. MCNALLY
ASSESSOR

07/23/2024

Re: PALISADES GARDEN OF ROCKLAND APPRAISAL

Dear Mr. Supervisor & Town Board Members,

This memo is to request the purchase of an Appraisal from Valuation Plus Inc., for Palisades Gardens (25.19-3-1./), a 342 unit condominium complex that is currently in court for the years of 2022 & 2023. We are requesting an appraisal due to the Judge requesting both sides to provide an analysis on the complex, so that the case can move forward. Valuation Plus Inc. has quoted us $3,500 for both years of the appraisal.

Sincerely,

Harley V. McNally

Assessor, Town of Haverstraw

INVOICE

FROM:

Valuation Plus, Inc.
875 Mamaroneck Ave Ste 302
Mamaroneck, NY 10543-1900

Telephone Number: (914) 777-7177 x10 Fax Number: (914) 777-7133

TO:

Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Telephone Number:
Alternate Number:
Fax Number:
E-Mail: assessor@townofhaverstraw.or

INVOICE NUMBER
5192
DATE
7/23/2024

REFERENCE

Internal Order #:
Lender Case #:
Client File #:
Main File # on form: 5192T
Other File # on form:
Federal Tax ID:
Employer ID:

DESCRIPTION

Lender: Town of Haverstraw
Client: Town of Haverstraw
Purchaser/Borrower:
Property Address: Palisades Gardens
City: Haverstraw
County:
State: NY
Zip:
Legal Description:

FEES	AMOUNT
Preliminary Tax Certiorari Analysis of the property known as Palisades Gardens, Haverstraw, NY	3,500.00
SUBTOTAL	3,500.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	0
		TOTAL DUE	$ 3,500.00

TO: Supervisor Howard T. Phillips, Jr.
Town Councilmen

From: J. Bart Gordon, Superintendent of Highways

Date: July 3, 2024

RE: Purchase of New Chipper

The Town of Haverstraw Highway Department requests permission to purchase:

- 2024 VERMEER 19 IN CAPACITY DRUM STYLE BRUSH CHIPPER.

  Sourcewell
  Tree Maintenance Equipment
  Contract # 031721-VRM
  Model # BC1800XL173
  $101,916.26
  TOH Sourcewell membership # 96624

This chipper would replace our 2001 Bandit unit after many years of service.
This quote is valid until July 31, 2024

Respectfully Submitted,

J. Bart Gordon
Superintendent of Highways

Vermeer®
North Atlantic

PH: (800) 624-0623 FX: (609) 267-3012
Sales@VermeerNorthAtlantic.com

SALES ORDER # 12821

SALES ORDER

Main office: 7 Maple Avenue, Lumberton, NJ 08048
2888 E. Harrisburg Pike, Middletown, PA
805 Grundy Avenue, Holbrook, NY
190 Fields Lane, Brewster, NY

Sold To: TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT
4WD RD

THIELLS NY 10984-0000
Phone 845-323-5921

Ship To: TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT
4WD RD

THIELLS NY 10984-0000
Phone 845-323-5921

Vermeer Representative:	Ship Via:	Customer Contact:	Customer Email:	Payment Terms:	Date:
PAUL SHERIDAN	Vermeer Truck	BART GORDON	bgordon@townofhaverstraw.org	PO	07-02-2024

New 2024	Vermeer	BC1800XL173	BC1800XL 173 HP Diesel No Winch	Hours: 2	$100,309.76
ID#	S/N: TBD				

VERMEER 19IN CAPACITY DRUM STYLE CHIPPER 173 HP JOHN DEERE 4045 T4F/ V ENG (128) TURBO CHARGED HIGH COOLANT TEMP SHUTDOWN LOW OIL PRESS SHUTDOWN PRECLEANER DEF TANK SPRING LOADED CLUTCH LIVE HYDRAULICS VARIABLE SPEED DUAL VERT FEED ROLLERS SELECTABLE SMART FEED SYSTEM LOCKABLE BATT BOX AND CONTROL PANEL LOCKABLE ENGINE ACCESS DOORS AND TOOLBOX INFEED CURTAIN DUAL EDGE CUTTER KNIVES SELECTABLE ECO IDLE CONTROL NON WINCH OPTION (131) HEAVY DUTY MANUAL TRAILER JACK (139) 10K TORSION AXLE W/ ELECTRIC BRAKES (135 PINTLE HITCH W/ TELESCOPING TONGUE 235/75R 17.5 RADIAL TIRES LED TRAILER LIGHTS (155) 6-WAY ROUND TRAILER PLUG (040) DELUXE INSTR PANEL W/LCD SCREEN (153) MANUAL DISCHARGE CHUTE (015) VERMEER TELEMATICS CAPABLE (AM002)
SOLD WITH NEW EQUIPMENT MANUFACTURERS WARRANTY. REFER TO THE MANUFACTURERS EQUIPMENT REGISTRATION FOR DETAILS.

TRADE-IN: Buyer certifies that trade-ins are free from all encumbrances unless noted

Trade-In Model & Serial #: Trade Allowance:

Lien Holder: Outstanding Lien Amount: Payoff Expiration:

Additional Comments and Instructions:

Sourcewell Tree Maintenance 031721-VRM Quote.
Town of Haverstraw Sourcewell # 96624
This quote valid until July 31, 2024 .

Subtotal	$100,309.76
Freight & PDI	$1,606.50
Trade Allowance	$0.00
Total Cash Price	$101,916.26
EX Sales Tax	$0.00
Grand Total	$101,916.26
Add: Outstanding Lien	$0.00
	$0.00
Balance Due $	$101,916.26

PO# TBD

Buyer's Signature: Date: 07-03-2024

Vermeer Representative Signature: Date: 07-02-2024 Rec'd

Buyer's Name: Bart Gordon

Title: SUPERINTENDENT OF I

Accepted by (Dealer): Date:

THIS BUYERS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER

PARKS DEPT.

TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: August 13th, 2024

Re: **RFQ – Electric Repair Following July 17th Storm**

I have obtained Request for Quotes (RFQ), to move Electric Service at Bowline Point Park, from damaged security office to mower shed. This repair is necessary to restore electric service to North End of Bowline Point Park. This electric service was compromised following the storm on July 17th 2024. Please be advised, that Nytko Electric had the lowest bid at $2,950.00.

RFQ* – Electric Repair Following July 17th Storm *:

1. Nytko Electric Inc.- $2,950.00
2. De Leonardis Electric- $4,500.00

Please inform me of your decision.

Regards,

John Frizalone
Director of Parks

ONE ROSMAN ROAD | GARNERVILLE, NEW YORK 10923 | (845)429-4099 | (845)786-0764 FAX |
JFRIZALONE@TOWNOFHAVERSTRAW.ORG

NYTKO Electric Inc

Bid Memo

JOB # _____

JOB: Town of Haverstraw	BID #
ADDRESS	DATE 7/31/2024
FIRM	PREPARED BY
ADDRESS	APPROVED BY WN
TYPE OF WORK	PHONE

WORK INCLUDED	AMOUNT OF BID
1 200 AMP Meter Cabanet	
70' of URD 4/0 + 2/0 wire in 2 inch Sceghe 80 Puc Pipe	
1 2" Expansion Joint Two Ground Rods And Grandwire	
1 Feeder From Meter To Panel 1-200 Amp Main Panel with	
40 Full Size Spaces	
Due To Rocky Trench And Fill Entrie Pipe will Be Schoye 80	
TOTAL BID	2950.00

EXCLUSIONS AND QUALIFICATIONS

Price good For 30 days

ACKNOWLEDGMENT OF ADDENDA	TAX	
DELIVERY	EXCLUDED	
	INCLUDED	
	RECEIVED BY	

PARKS DEPT.

TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: August 13th, 2024

Re: **RFQ – Storage Container and Mobile Office**

I have obtained Request for Quotes (RFQ), to obtain a 40' storage container and a 20'/8' mobile temporary office unit. These units are required following the damage done on July 17th 2024 Storm. These units will be provided by Williams Scotsman, Inc who are listed under Omnia Partner, Contract Number: R210503

***RFQ* – 40' Storage Container :**

1. Total Recurring Charges Per Billing Cycle (28 Day Billing Cycle): $201.00
2. Total Including Recurring Billing Charges, Delivery, Installation and Return: $1,379.34

***RFQ* – 20'/8' Mobile Temporary Office Unit :**

1. Total Recurring Charges Per Billing Cycle (28 Day Billing Cycle): $540.00
2. Total Including Recurring Billing Charges, Delivery, Installation and Return: $1,728.34

Please inform me of your decision.

Regards,

John Frizalone
Director of Parks

ONE ROSMAN ROAD | GARNERVILLE, NEW YORK 10923 | (845)429-4099 | (845)786-0764 FAX |
JFRIZALONE@TOWNOFHAVERSTRAW.ORG

WILLSCOT™

Your Sales Representative
Adam Kofsky

adam.kofsky@willscot.com

Agreement Number: Q-1819579
Revision: 2
Date: 8/6/2024
Expiration Date: 8/21/2024

Master Lease Agreement and Order

Lessee:
town of haverstraw
Not Provided
GARNERVILLE, NY 10923

Contact:
john frizalone
Not Provided
GARNERVILLE, NY 10923, US
Phone: 8454061685
Email: jfrizalone@townofhaverstraw.org

Ship To Address:
GARNERVILLE, NY 10923, US
Estimated Delivery Date :8/9/2024

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
40' CONTAINER	1	$ 201.00	$ 201.00

Minimum Lease Billing Period: 1
Billing Cycle : 28 days

Total Recurring Building Charges:	$ 201.00
Subtotal of Other Recurring Charges:	$ 0.00
Total Recurring Charges Per Billing Cycle:	$ 201.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	$ 217.83

Estimated Delivery And Installation

Delivery - 8' wide Flatbed	1	$ 479.00	$ 479.00
Return - 8' wide Flatbed	1	$ 479.00	$ 479.00
Fuel Surcharge Return	1	$ 110.17	$ 110.17
Fuel Surcharge Delivery	1	$ 110.17	$ 110.17
Essentials Delivery Charge	1	$ 0.00	$ 0.00

Total Delivery and Installation Charges:	$ 1,178.34
Total Delivery and Installation Charges Including Estimated Taxes:	$ 1,277.03

Estimated Final Return Charges*

Due On Final Invoice*:	$ 0.00
Due On Final Invoice Including Estimated Taxes*:	$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return:**	$ 1,379.34
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes:**	$ 1,494.86

Summary of Charges

Model: 40' CONTAINER	Quantity: 1	Total Charges for (1) Building(s): $ 1,379.34
		Total Charges for (1) Building(s) Including Estimated Tax: $ 1,494.86

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
[ ]	BASIC SHELVING PACKAGE 2 - 32FT	Recurring	1.00	$ 363.00	$ 363.00

WILLSCOT™

Your Sales Representative
Adam Kofsky

adam.kofsky@willscot.com

Agreement Number: Q-1819579
Revision: 2
Date: 8/6/2024
Expiration Date: 8/21/2024

Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and town of haverstraw ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or it's affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at https://www.willscot.com/the-essentials/insurance-and-waivers-package.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.

WILLSCOT™

Your Sales Representative
Adam Kofsky

adam.kofsky@willscot.com

Agreement Number: Q-1819579
Revision: 2
Date: 8/6/2024
Expiration Date: 8/21/2024

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.

2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Due immediately after invoice issuance.

3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID , AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.

4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.

5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey")) as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: town of haverstraw	
Signature:	Date:
Print Name:	Title:
PO#:	

WILLSCOT™

Your Sales Representative
Adam Kofsky

adam.kofsky@willscot.com

Agreement Number: Q-1819579
Revision: 3
Date: 8/8/2024
Expiration Date: 8/21/2024

Master Lease Agreement and Order

Lessee:
town of haverstraw
Not Provided
GARNERVILLE, NY 10923

Contact:
john frizalone
Not Provided
GARNERVILLE, NY 10923, US
Phone: 8454061685
Email: jfrizalone@townofhaverstraw.org

Ship To Address:
GARNERVILLE, NY 10923, US
Estimated Delivery Date :8/9/2024

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
20x8 Cont Office (20x8 Box)	1	$ 475.00	$ 475.00
Basic Office Package	1	$ 65.00	$ 65.00

Minimum Lease Billing Period: 1
Billing Cycle : 28 days

Total Recurring Building Charges:	$ 475.00
Subtotal of Other Recurring Charges:	$ 65.00
Total Recurring Charges Per Billing Cycle:	$ 540.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	$ 585.22

Estimated Delivery And Installation			
Fuel Surcharge Return	1	$ 110.17	$ 110.17
Delivery - 8' wide Flatbed	1	$ 479.00	$ 479.00
Return - 8' wide Flatbed	1	$ 479.00	$ 479.00
Essentials Delivery Charge	1	$ 10.00	$ 10.00
Fuel Surcharge Delivery	1	$ 110.17	$ 110.17

Total Delivery and Installation Charges:	$ 1,188.34
Total Delivery and Installation Charges Including Estimated Taxes:	$ 1,287.88

Estimated Final Return Charges*

Due On Final Invoice*:	$ 0.00
Due On Final Invoice Including Estimated Taxes*:	$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return:**	$ 1,728.34
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes:**	$ 1,873.10

Summary of Charges

Model: 20x8 Cont Office (20x8 Box)	Quantity: 1	Total Charges for (1) Building(s): $ 1,728.34
		Total Charges for (1) Building(s) Including Estimated Tax: $ 1,873.10

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and town of haverstraw ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or it's affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at https://www.willscot.com/the-essentials/insurance-and-waivers-package.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.

2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Due immediately after invoice issuance.

3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID , AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.

4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.

5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey")) as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: town of haverstraw	
Signature:	Date:
Print Name:	Title:
PO#:	

PARKS DEPT.

TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: August 13th, 2024

Re: **RFQ – New Sound Stage Decals**

I have obtained Request for Quotes (RFQ), for decals for the New Sounds Stage. Due to the proprietary nature of the graphics, vendors were chosen based on overall design. In order to not violate vendor's intellectual property rights, designs were not shared to avoid infringement. Hudson Valley Signs had the most preferred designs at a suitable price point of $8,000.00.

Please inform me of your decision.

Regards,

John Frizalone
Director of Parks

ONE ROSMAN ROAD | GARNERVILLE, NEW YORK 10923 | (845)429-4099 | (845)786-0764 FAX |
JFRIZALONE@TOWNOFHAVERSTRAW.ORG

Invoice

Date	7/25/2024
Invoice #	10684

Hudson Valley Sign Studio Inc.
PO BOX 903
New City, NY 10956
Tel: 845-709-6575
Fax: 845-709-6576

P.O. No.

Bill To:	Shipping / Installation Location:	Payment Terms
Town Of Haverstraw Danny Santana 1 Rosman Rd. Garnerville, NY 10923		Net 30
		Sales Rep
		GR

Item	Description	Qty	Rate	Total
Vehicle Lettering	COMBINATION OF DIGITALLY PRINTED GLOSS LAMINATED HIGH PERFORMANCE VINYL GRAPHICS AND ONE (1) COLOR REFLEX BLUE CUT VINYL GRAPHICS INSTALLED ON 4 EXTERIOR SIDES, 1 INTERIOR SIDE OF NEW TRAILER AND INSIDE LEFT WING OF NEW STAGE AS DISCUSSED	1	7,500.00	7,500.00
Art Charge	DESIGN AND SETUP OF PROJECT INCLUDING AS MANY REVISIONS AS NEEDED	1	500.00	500.00

TERMS AND CONDITIONS: All project design work as well as estimate must be approved via signed and dated e-mailed approval. Verbal approval is not accepted. Hudson Valley Sign Studio is not responsible for any spelling or grammatical errors once customer approval is granted. We aim to replicate color as accurately and closely as possible but due to the nature of the medium and computer monitors being calibrated differently, color may vary slightly from artwork to finished product. Permit fees not included unless stated. Hudson Valley Sign Studio is not responsible for any fines incurred due to customer opting to bypass permit acquisition process.
MINIMUM ORDER $40.00 - DESIGN WILL BE BILLED AT AN HOURLY RATE OF $150.00
A 50% deposit is required on all jobs with balance due on pickup, drop off or installation of sign(s) or print work. Estimates are valid for sixty (60) days. Prices are subject to change.

Subtotal:	$8,000.00
Sales Tax: (0.0%)	$0.00
Total:	$8,000.00
Balance Due:	$8,000.00

Signature: **Date:** 7/25/2024

CIVIL DESIGN WORKS LLC

Glenn McCreedy, P.E., C.M.E.
Stuart Strow, P.E., C.F.M.

August 9, 2024

Town of Haverstraw
One Rosman Road
Garnerville, New York 10923

Attn: Raquel Ventura - Town of Haverstraw Clerk

Re: Bid #9-2024
Chapel Street Curb and Sidewalk Improvements
Town of Haverstraw
CDW# THAV23-103

Dear Ms. Ventura,

The Town received two bids for the above captioned project on Wednesday August 7, 2024.

The apparent low bidder is D.S. Meyer Enterprises LLC for a Total Base Bid in the amount of $374,365.00.

We researched their credentials and previous work experience and find them acceptable based on the information provided.

We recommend the bid be awarded to D.S. Meyer Enterprises LLC and be put on the next available Town Board Meeting agenda for award and execution of Agreement pending review by the Town Attorney and the Town Director of Finance.

Respectfully Submitted,

Civil Design Works, LLC
Glenn McCreedy, P.E., President
Town of Haverstraw Consulting Engineer

Cc: Town Board
Town Attorney
Town Director of Finance

W:\Projects\THAV\2023\THAV23-103 Chapel Street Improvements\Bid Documents\Bids Received\2024-8-9 Award.docx

CIVIL DESIGN WORKS LLC

Bid Opening 8/7/2024
By: Glenn McCreedy
THAV23-103

Bid No. 9-2024
CHAPEL STREET CURB AND SIDEWALK IMPROVEMENTS

	Pay Item #			D.S. Meyer		A-Tech Concrete Co.									
		QTY	Unit	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
1	Unclassified Excavation and Removals	1	LS	$50,000.00	$50,000.00	$90,000.00	$90,000.00		$0.00		$0.00		$0.00		$0.00
2	Concrete Curb (6x8x20)	1267	LF	$45.00	$57,015.00	$33.00	$41,811.00		$0.00		$0.00		$0.00		$0.00
3	Concrete Sidewalk, 4" Thick	320	SY	$130.00	$41,600.00	$120.00	$38,400.00		$0.00		$0.00		$0.00		$0.00
4	Detectable Warning Surface at ADA Ramps	6	EA	$350.00	$2,100.00	$800.00	$4,800.00		$0.00		$0.00		$0.00		$0.00
5	Asphalt Repair	450	SY	$90.00	$40,500.00	$115.00	$51,750.00		$0.00		$0.00		$0.00		$0.00
6	Catch Basins	6	EA	$6,000.00	$36,000.00	$5,000.00	$30,000.00		$0.00		$0.00		$0.00		$0.00
7	15" HDPE Drainage Pipe	885	LF	$90.00	$79,650.00	$90.00	$79,650.00		$0.00		$0.00		$0.00		$0.00
8	Topsoil, Seed, Fertilizer Restoration	1	LS	$15,000.00	$15,000.00	$5,000.00	$5,000.00		$0.00		$0.00		$0.00		$0.00
9	Maintenance and Protection of Traffic	1	LS	$50,000.00	$50,000.00	$55,000.00	$55,000.00		$0.00		$0.00		$0.00		$0.00
10	Erosion and Sediment Control	1	LS	$2,500.00	$2,500.00	$2,500.00	$2,500.00		$0.00		$0.00		$0.00		$0.00
	PROJECT BASE BID				$374,365.00		$398,911.00		$0.00		$0.00		$0.00		$0.00

Bid Bond	**Yes**	**Yes**
Bid Security	**Yes**	**Yes**
Non-Collusion Affidavit	**Yes**	**Yes**
Certification of Non-Segregated Facilities	**Yes**	**Yes**
Bidders Questionnaire	**Yes**	**Yes**
Bidders Disclosure Form	**Yes**	**Yes**
Iran Diverstment Act Certification	**Yes**	**Yes**