

**HAVERSTRAW TOWN BOARD
SEPTEMBER 9, 2024**

1. PLEDGE OF ALLEGIANCE

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

3. ADOPTION OF MINUTES

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW
DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD
MEETING OF AUGUST 13, 2024.**

4. PAYMENT OF BILLS

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

5. ACCEPTANCE OF REPORTS

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

6. PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 1 – 2024

PURPOSE OF PUBLIC HEARING

**THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL
LAW NO. 1 – 2024 TO AMEND CHAPTER 167 OF THE TOWN CODE OF THE TOWN
OF HAVERSTRAW, ENTITLED, “ZONING” TO REGULATE SELF-STORAGE
FACILITIES IN THE C AND PIO ZONING DISTRICTS.**

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

**7. RESOLUTION – ADOPTION OF LOCAL LAW # 1 OF 2024 – ZONE TEXT
AMENDMENTS TO REGULATE SELF-STORAGE FACILITIES IN C AND PIO
DISTRICTS**

**WHEREAS, ON OR ABOUT DECEMBER 28, 2023 PRIME SPACE CAPITAL
LLC SUBMITTED A ZONING PETITION TO THE TOWN BOARD REQUESTING A
ZONE CHANGE FOR A 2.28-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 ZONING PETITION, THE TOWN
BOARD PRESENTED LOCAL LAW #1 OF 2024 TO IMPLEMENT 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 PROPOSED ZONE TEXT AMENDMENTS WERE REFERRED TO THE ROCKLAND COUNTY DEPARTMENT OF PLANNING (“COUNTY PLANNING”) IN ACCORDANCE WITH GENERAL MUNICIPAL LAW § 239-M (“GML”), IN RESPONSE TO WHICH THE TOWN BOARD RECEIVED A RESPONSE FROM COUNTY PLANNING DATED MAY 21, 2024 RECOMMENDING CERTAIN “MODIFICATIONS,” AND ARE ADDRESSED AS FOLLOWS:

1. LOCAL LAW #1 OF 2024 WAS SENT TO THE COUNTY OF ROCKLAND HIGHWAY DEPARTMENT AS PART OF THE GML REFERRAL, AND MORE THAN 30 DAYS HAVE ELAPSED WITHOUT A RESPONSE.
2. LOCAL LAW #1 OF 2024 WAS SENT TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AS PART OF THE GML REFERRAL, AND MORE THAN 30 DAYS HAVE ELAPSED WITHOUT A RESPONSE.
3. LOCAL LAW #1 OF 2024 WAS SENT TO THE COUNTY OF ROCKLAND OFFICE OF FIRE AND EMERGENCY SERVICES AS PART OF THE GML REFERRAL, AND MORE THAN 30 DAYS HAVE ELAPSED WITHOUT A RESPONSE.
4. COMMENT NOTED. ANY PROPOSED SELF-STORAGE FACILITY THAT FOLLOW THE ENACTMENT OF THIS LOCAL LAW WILL REQUIRE SITE PLAN APPROVAL FROM THE PLANNING BOARD. AND AS PART OF THAT PROCESS, THE PLANNING BOARD WILL REVIEW THE LANDSCAPING PLAN TO ENSURE IT INCORPORATES BEST PRACTICES, INCLUDING UTILIZING NATIVE PLANTS.
5. NONE OF COUNTY PLANNING’S GML COMMENTS IS BEING OVERRIDDEN, AND THEREFORE NO FURTHER ACTION IS NEEDED.
6. NONE OF COUNTY PLANNING’S GML COMMENTS IS BEING OVERRIDDEN, AND THEREFORE NO FURTHER ACTION IS NEEDED.
7. THE TOWN WILL ENSURE THAT, UPON ADOPTION, LOCAL LAW #1 OF 2024 IS INCORPORATED INTO THE TOWN’S ONLINE CODE AVAILABLE TO THE PUBLIC AT WWW.ECODE360.COM.

WHEREAS, THE TOWN BOARD HELD A DULY-NOTICED PUBLIC HEARING ON LOCAL LAW #1 OF 2024 AT ITS SEPTEMBER 10, 2024 MEETING, AND MEMBERS OF THE PUBLIC HAVING THE OPPORTUNITY TO ATTEND AND BE HEARD, THE PUBLIC HEARING WAS CLOSED ON SEPTEMBER 10, 2024; AND NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY ADOPTS LOCAL LAW #1 OF 2024 TO AMEND THE TOWN OF HAVERSTRAW ZONING CODE TO REGULATE SELF-STORAGE FACILITIES IN THE PIO AND C DISTRICTS AS BEING IN THE BEST INTEREST OF THE HEALTH, SAFETY AND WELFARE OF THE TOWN AND ITS CONSTITUENTS BECAUSE CURRENTLY THE USE HAS BEEN DETERMINED TO BE PERMITTED BUT THERE ARE NO REGULATIONS SPECIFICALLY GOVERNING THIS USE AND THEREFORE THESE REGULATIONS WILL BE MORE PROTECTIVE OF THE PUBLIC; AND

BE IT FURTHER RESOLVED, THE TOWN CLERK IS DIRECTED TO ENTER SAID LOCAL LAW IN THE MINUTES OF THIS MEETING INTO THE LOCAL LAW BOOK FOR THE TOWN OF HAVERSTRAW; TO PUBLISH SAID MINUTES IN A NEWSPAPER PUBLISHED IN THE TOWN, IF ANY, OR IN SUCH NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SUCH TOWN MAY BE LOCATED HAVING A CIRCULATION IN SUCH TOWN, AND AFFIDAVITS OF SAID PUBLICATION SHALL BE FILED WITH THE TOWN CLERK; AND TO FILE A COPY OF SAID LOCAL LAW WITH THE SECRETARY OF STATE OF NEW YORK.

8. PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 2 – 2024

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 2 – 2024 FOR A ZONE CHANGE TO REZONE THE PROPERTY KNOWN AS 3 WEST RAMAPO ROAD, GARNERVILLE (TAX LOT NO. 26.09-4-33) FROM THE R-15 ZONING DISTRICT TO THE C ZONING DISTRICT.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

9. RESOLUTION – ADOPTION OF LOCAL LAW # 2 OF 2024 – ZONE CHANGE FOR 3 W. RAMAPO ROAD FOR PROPOSED SELF-STORAGE FACILITY

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 2.28-ACRE PROPERTY KNOWN AS 3 WEST RAMAPO ROAD (TAX LOT NUMBER 26.09-4-33) (THE “PROPERTY”) FROM THE R-15 ZONING DISTRICT TO THE C ZONING DISTRICT IN ORDER TO CONSTRUCT A SELF-STORAGE FACILITY (“ZONING PETITION”), WHICH IS KNOWN AS LOCAL LAW #2 OF 2024; AND

WHEREAS, PURSUANT TO ZONING CODE § 167-108(B), BOTH THE ZONING PETITION WAS 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 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

WHEREAS, THE ZONING PETITION WAS REFERRED TO THE ROCKLAND COUNTY DEPARTMENT OF PLANNING (“COUNTY PLANNING”) IN ACCORDANCE WITH GENERAL MUNICIPAL LAW § 239-M (“GML”), IN RESPONSE TO WHICH THE TOWN BOARD RECEIVED A RESPONSE FROM COUNTY PLANNING DATED APRIL 1, 2024 RECOMMENDING CERTAIN “MODIFICATIONS,” AND ARE ADDRESSED AS FOLLOWS:

1. THE TOWN BOARD ADOPTED LOCAL LAW #1 OF 2024 INCORPORATING REGULATIONS AND RESTRICTIONS ON THE USE OF SELF-STORAGE FACILITIES IN THE C DISTRICT. WHILE SELF-STORAGE FACILITIES ARE A BENIGN AND NON-INTENSIVE USE, THESE RESTRICTIONS WILL FURTHER PROTECT THE NEIGHBORING RESIDENTIAL PROPERTIES FROM ANY ADVERSE IMPACTS RELATED TO THE USE. FURTHER, THE PROPERTY IS ON ROUTE 202, WHICH IS A COMMERCIAL CORRIDOR, AND IS ALREADY IN THE ROUTE 202 OVERLAY DISTRICT – WHICH ALLOWS COMMERCIAL USES. THERE WAS A PREVIOUS APPLICATION FOR THIS PARCEL TO CREATE A STRIP MALL WITH A DAYCARE CENTER – WHICH WOULD HAVE BEEN MUCH MORE IMPACTFUL IN TERMS OF TRAFFIC AND ACTIVITY THAN THE PROPOSED SELF-STORAGE USE.

2. THE APPLICANT’S SUBMISSION OF AUGUST 29, 2024 SUFFICIENTLY ADDRESSED AND ACKNOWLEDGED THE COMMENTS BY THE ROCKLAND COUNTY HIGHWAY DEPARTMENT.

3. LOCAL LAW #2 OF 2024 WAS SENT TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AS PART OF THE GML REFERRAL, AND MORE THAN 30 DAYS HAVE ELAPSED WITHOUT A RESPONSE.

4. LOCAL LAW #2 OF 2024 WAS SENT TO THE COUNTY OF ROCKLAND DEPARTMENT OF HEALTH AS PART OF THE GML REFERRAL, AND MORE THAN 30 DAYS HAVE ELAPSED WITHOUT A RESPONSE.

5. THE VILLAGE OF WEST HAVERSTRAW SUBMITTED A LETTER TO THE PLANNING BOARD DATED APRIL 9, 2024 IN RESPONSE TO THE APPLICANT’S SELF-STORAGE FACILITY PROPOSAL. TO THE EXTENT THE COMMENTS ARE SUBSTANTIVE AND WERE NOT ALREADY CONTAINED IN THE APPLICATION MATERIALS THE VILLAGE RECEIVED, THESE COMMENTS WERE ADDRESSED BY THE APPLICANT’S ENGINEER TO THE SATISFACTION OF THE TOWN’S ENGINEER.

6. AREA VARIANCES ARE NO LONGER NEEDED AS A RESULT OF THE TOWN BOARD’S ADOPTION OF LOCAL LAW #1 OF 2024.

7. THE TOWN WILL CIRCULATE THE ZONE CHANGE TO ROCKLAND COUNTY GIS DIVISION.

8. NONE OF COUNTY PLANNING’S GML COMMENTS IS BEING OVERRIDDEN, AND THEREFORE NO FURTHER ACTION IS NEEDED.

9. NONE OF COUNTY PLANNING’S GML COMMENTS IS BEING OVERRIDDEN, AND THEREFORE NO FURTHER ACTION IS NEEDED.

WHEREAS, THE TOWN BOARD HELD A DULY-NOTICED PUBLIC HEARING ON LOCAL LAW #2 OF 2024 AT ITS SEPTEMBER 10, 2024 MEETING, AND MEMBERS OF THE PUBLIC HAVING THE OPPORTUNITY TO ATTEND AND BE HEARD, THE PUBLIC HEARING WAS CLOSED ON SEPTEMBER 10, 2024; AND NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY ADOPTS LOCAL LAW #2 OF 2024 TO AMEND THE TOWN OF HAVERSTRAW ZONING MAP TO PLACE 3 W. RAMAPO ROAD IN THE C ZONING DISTRICT FOR THE SOLE PURPOSE OF CONSTRUCTING THE SELF-STORAGE FACILITY AS ANALYZED BY THE PLANNING BOARD THAT CULMINATED IN THE JULY 10, 2024 NEGATIVE DECLARATION UNDER SEQRA; AND

BE IT FURTHER RESOLVED, THE TOWN CLERK IS DIRECTED TO ENTER SAID LOCAL LAW IN THE MINUTES OF THIS MEETING INTO THE LOCAL LAW BOOK FOR THE TOWN OF HAVERSTRAW; TO PUBLISH SAID MINUTES IN A NEWSPAPER PUBLISHED IN THE TOWN, IF ANY, OR IN SUCH NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SUCH TOWN MAY BE LOCATED HAVING A CIRCULATION IN SUCH TOWN, AND AFFIDAVITS OF SAID PUBLICATION SHALL BE FILED WITH THE TOWN CLERK; AND TO FILE A COPY OF SAID LOCAL LAW WITH THE SECRETARY OF STATE OF NEW YORK.

10. PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 3 – 2024

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD 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.”

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

11. ACCEPTANCE OF AUDIT REPORT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE AUDIT REPORT FROM BERARD & ASSOCIATES CPA’S P.C. OF SUFFERN, NEW YORK FOR THE YEAR ENDING DECEMBER 31, 2023.

**12. PROCLAMATION FOR NATIONAL HUNTING & FISHING DAY
SEPTEMBER 28, 2024**

WHEREAS, NATIONAL HUNTING AND FISHING DAY WAS DECLARED IN 1972 BY PRESIDENT RICHARD NIXON DESIGNATED THE OBSERVANCE TO OCCUR THE FOURTH SATURDAY IN SEPTEMBER; AND

WHEREAS, THE DAY RECOGNIZES THE CONSERVATIONIST AND PRESERVATIONIST FOUND IN THOSE WHO HUNT AND FISH IN THE COUNTRY DOING SO RESPONSIBLY; AND

WHEREAS, THOSE WHO HUNT AND FISH FOLLOW SAFETY PROCEDURES WHICH KEEP THEM AND OTHERS SAFE, THEY FOLLOW LAWS AND GUIDELINES PUT IN PLACE FOR EACH SEASON; AND

WHEREAS, HUNTERS AND FISHERMEN ENJOY THE BEAUTY OF NATURE AND EXPLORE PARTS OF THE COUNTRY THEY WOULDN’T NORMALLY APPRECIATE, WILDERNESS BRINGS FAMILIES TOGETHER OR FRIENDS FOR TIME TO CONNECT; AND

WHEREAS, CELEBRATES THE TIME-HONORED TRADITIONS OF HUNTING, ANGLING, AND THE IMMENSE CONSERVATION AND ECONOMIC CONTRIBUTIONS MADE OVER TIME BY SPORTSMEN AND WOMEN; AND

WHEREAS, AS THE ORIGINAL CONSERVATIONISTS, SPORTSMEN AND WOMEN HAVE BEEN THE GREATEST FUNDERS AND SUPPORTERS OF SCIENCE-BASED WILDLIFE MANAGEMENT THROUGH THE AMERICAN SYSTEM OF CONSERVATION FUNDING; AND

WHEREAS, IS THE MOST IMPORTANT CELEBRATION FOR ENCOURAGING AMERICA'S HUNTING AND ANGLING TRADITIONS, AND THE ECONOMIC AND CONSERVATION PROFITS PROVIDED BY SPORTSMEN AND WOMEN; NOW THEREFORE BE IT

RESOLVED, THAT I, HOWARD T. PHILLIPS, JR., BY VIRTUE OF THE AUTHORITY VESTED IN ME AS SUPERVISOR OF THE HISTORIC TOWN OF HAVERSTRAW, DO HEREBY RECOGNIZE NATIONAL HUNTING & FISHING DAY AS THE MOST ESSENTIAL CELEBRATION FOR ENCOURAGING HUNTING AND FISHING TRADITIONS, AND HIGHLY ENCOURAGE ALL RESIDENTS IN THE TOWN OF HAVERSTRAW TO PARTICIPATE AND ENJOY THE NATURAL BEAUTY AROUND US.

13. AWARD OF RFQ NO. 20 - 2024 – TO PROVIDE AND OPERATE RIDES FOR THE TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL

RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO OLIVIA HITCHINGS, CLERK-TYPIST TO PROVIDE AND OPERATE RIDES FOR THE TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO PETERSON PARTY RENTALS OF STONY POINT, NEW YORK, THE SOLE PROVIDER, AT A COST OF \$7,050.00.

14. AUTHORIZATION FOR THE TOWN OF HAVERSTRAW, TOWN COURT TO APPLY FOR A JCAP GRANT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW AUTHORIZES THE TOWN OF HAVERSTRAW, TOWN COURT TO APPLY FOR A JCAP GRANT IN THE 2024-25 GRANT CYCLE UP TO \$30,000.00.

15. ACCEPTANCE OF LETTER OF RESIGNATION JENNIFER M. MARCHESA

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR OFFICE SERVICES AIDE, TOWN OF HAVERSTRAW, JENNIFER M. MARCHESA, EFFECTIVE SEPTEMBER 6, 2024.

16. BUDGET ADJUSTMENTS FOR PERIOD ENDING IN AUGUST 31, 2024

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND IN THE AMOUNT OF \$125,000.00, PART-TOWN FUND IN THE AMOUNT OF \$30,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN AUGUST 31, 2024 (SEE ATTACHED BUDGET ADJUSTMENTS).

17. A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF HAVERSTRAW AUTHORIZING THE ADOPTION OF THE 2024 ROCKLAND COUNTY, NY HAZARD MITIGATION PLAN UPDATE

WHEREAS, ALL JURISDICTIONS WITHIN ROCKLAND COUNTY HAVE EXPOSURE TO NATURAL HAZARDS THAT INCREASE THE RISK TO LIFE, PROPERTY, ENVIRONMENT, AND THE COUNTY AND LOCAL ECONOMY; AND

WHEREAS; PRO-ACTIVE MITIGATION OF KNOWN HAZARDS BEFORE A DISASTER EVENT CAN REDUCE OR ELIMINATE LONG-TERM RISK TO LIFE AND PROPERTY; AND

WHEREAS, THE DISASTER MITIGATION ACT OF 2000 (PUBLIC LAW 106-390) ESTABLISHED NEW REQUIREMENTS FOR PRE AND POST DISASTER HAZARD MITIGATION PROGRAMS; AND

WHEREAS; A COALITION OF ROCKLAND COUNTY MUNICIPALITIES WITH LIKE PLANNING OBJECTIVES HAS BEEN FORMED TO POOL RESOURCES AND CREATE CONSISTENT MITIGATION STRATEGIES WITHIN ROCKLAND COUNTY; AND

WHEREAS, THE COALITION HAS COMPLETED A PLANNING PROCESS THAT ENGAGES THE PUBLIC, ASSESSES THE RISK AND VULNERABILITY TO THE IMPACTS OF NATURAL HAZARDS, DEVELOPS A MITIGATION STRATEGY CONSISTENT WITH A SET OF UNIFORM GOALS AND OBJECTIVES, AND CREATES A PLAN FOR IMPLEMENTING, EVALUATING AND REVISING THIS STRATEGY;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN OF HAVERSTRAW:

- 1) ADOPTS IN ITS ENTIRETY, THE 2024 ROCKLAND COUNTY HAZARD MITIGATION PLAN UPDATE (THE “PLAN”) AS THE JURISDICTION’S NATURAL HAZARD MITIGATION PLAN AND RESOLVES TO EXECUTE THE ACTIONS IDENTIFIED IN THE PLAN THAT PERTAIN TO THIS JURISDICTION.**
- 2) WILL USE THE ADOPTED AND APPROVED PORTIONS OF THE PLAN TO GUIDE PRE- AND POST-DISASTER MITIGATION OF THE HAZARDS IDENTIFIED.**
- 3) WILL COORDINATE THE STRATEGIES IDENTIFIED IN THE PLAN WITH OTHER PLANNING PROGRAMS AND MECHANISMS UNDER ITS JURISDICTIONAL AUTHORITY.**
- 4) WILL CONTINUE ITS SUPPORT OF THE PLANNING PARTNERSHIP AS DESCRIBED WITHIN THE PLAN.**
- 5) WILL HELP TO PROMOTE AND SUPPORT THE MITIGATION SUCCESSES OF ALL PARTICIPANTS IN THIS PLAN.**
- 6) WILL INCORPORATE MITIGATION PLANNING AS AN INTEGRAL COMPONENT OF GOVERNMENT AND PARTNER OPERATIONS.**
- 7) WILL PROVIDE AN UPDATE OF THE PLAN IN CONJUNCTION WITH THE COUNTY NO LESS THAN EVERY FIVE YEARS.**

PASSED AND ADOPTED ON THIS 10TH DAY OF SEPTEMBER, 2024, BY THE

FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUPERVISOR, TOWN OF HAVERSTRAW

ATTEST:

CLERK, TOWN OF HAVERSTRAW

18. AWARD OF CONTRACT TO THE GORMAN GROUP. – MILLING AND PAVER-PLACED SURFACE TREATMENT - CEDAR LANE AND BIRCH DRIVE, TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH THE GORMAN GROUP OF ALBANY, NEW YORK FOR MILLING AND PAVER-PLACED SURFACE TREATMENT FOR THE FOLLOWING: CEDAR LANE AND BIRCH DRIVE AT A COST NOT TO EXCEED OF \$160,000.00 PURSUANT TO THE SARATOGA COUNTY CONTRACT 24-PWPA-28R.

19. ESTABLISH CAPITAL PROJECT – MILLING AND PAVER-PLACED SURFACE TREATMENT - CEDAR LANE AND BIRCH DRIVE, TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE MILLING AND PAVER-PLACED SURFACE TREATMENT FOR CEDAR LANE AND BIRCH DRIVE, TOWN OF HAVERSTRAW AS A CAPITAL PROJECT IN THE AMOUNT OF \$160,000.00 WHICH WILL BE FUNDED FROM THE HIGHWAY (DB) FUND AS AN INTERFUND TRANSFER.

20. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND SOUTH STREET SEAPORT MUSEUM

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SOUTH STREET SEAPORT MUSEUM OF NEW YORK, NEW YORK FOR THE SERVICE OF SIX (6) 90 MINUTES ADVENTURES UNDER SAIL – PIONEER SHORT ON SEPTEMBER 25, 2024 THROUGH SEPTEMBER 27, 2024 AT A COST OF \$6,000 MINUS A CREDIT OF \$2,750.00 FROM 2023.

21. MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION WESTCHESTER COUNTY SAFE STREETS TASK FORCE (SSTF) AND THE TOWN OF HAVERSTRAW POLICE DEPARTMENT TO DELINEATE THE RESPONSIBILITIES OF THE WESTCHESTER COUNTY SAFE STREETS TASK FORCE PERSONNEL.

22. AUTHORIZATION TO PURCHASE ONE (1) MAVIC 3T COMBO WITH AIRCRAFT, ACCESSORIES AND ONE (1) DJI MAVIC BATTERY KIT- TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, BASED UPON THE RECOMMENDATION OF POLICE CHIEF JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) MAVIC 3T COMBO BASIC WITH AIRCRAFT, ACCESSORIES AND ONE (1) DJI MAVIC BATTERY KIT FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NYS PRICING # 22802 TO STEEL CITY DRONES OF CARNEGIE, PENNSYLVANIA AT A TOTAL COST OF \$6,158.00.

23. INTERMUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF WEST HAVERSTRAW AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF WEST HAVERSTRAW RELATING TO THE RESTORATION AND PAVING OF CHAPEL STREET IN CONNECTION WITH THE DEVELOPMENT OF THE TOWN OF HAVERSTRAW RECREATION COMPLEX IN THE AMOUNT OF \$86,323.

24. NOMINATE DANIEL DEMARCO - 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 NOMINATE DANIEL DEMARCO OF SUFFERN, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME, FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AS A RESULT OF A RESIGNATION/REINSTATEMENT, AND BE IT FURTHER

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

25. NOMINATE CHARLES BUGLIONE - 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 NOMINATE CHARLES BUGLIONE OF SUFFERN, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME, FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AS A RESULT OF A RESIGNATION/REINSTATEMENT, AND BE IT FURTHER

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

26. APPOINTMENT OF COURT ATTENDANT (PT) – JOSE M. PENA, JR.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT JOSE M. PENA, JR. OF CHESTNUT RIDGE, NEW YORK TO THE POSITION OF PART TIME COURT ATTENDANT WITH THE TOWN OF HAVERSTRAW JUSTICE COURT ON AN AS-NEEDED-BASIS, EFFECTIVE SEPTEMBER 10, 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.

**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 pursuant 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 pursuant 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 it 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

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

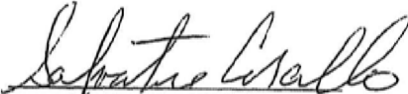
NOW THEREFORE,

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


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.

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.

Peterson Party Rentals

Stony Point, New York
(845) 675-8164

8/12/2024

Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923
Attn: Howard Phillips (845) 429-2200

Event location: Bowline Point Park 1 Bowline Plant Road Haverstraw, NY 10927	Event Date: Sat, 10-26-2024
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Party Rental - Quote

One Day Rental of Dual Lane Waterslide (Dry)	\$ 700.00
One Day Rental of Tropical Obstacle Course (Dry).....	\$ 550.00
One Day Rental of Rock Wall - 24' High with 3 Stations.....	\$ 1,375.00
One Day Rental of Bungee Jumper - 4 Station.....	\$ 1,875.00
One Day Rental of Star Wars 50' Obstacle Course - Dry.....	\$ 875.00
Sports Themed Obstacle Course with Climb-n-slide.....	\$ 875.00
Large Bounce House Combo Castle.....	\$ 400.00
Large Inflatable Knock It Down.....	\$ 400.00
<u>Rockland County Sales Tax.....</u>	<u>\$ N/A</u>
Total.....	\$ 7,050.00

Pricing Valid for 10 days. Pricing shown is cash price. If paying with credit/debit card an additional 3.5% credit card surcharge will be added. Peterson Party Rentals is not responsible for any event permits (if required). Where Inflatables are staked into the ground, sprinkler and utility lines must be marked. This is the responsibility of the owner/municipality. If damage occurs, Peterson Party Rentals is not responsible. Staffing will be provided for the Rockwall and Bungee Jumper. Peterson Party Rentals will provide staff for the Collection of tickets on the inflatables and bounce house.

Accepted by:



Print Name:

Howard T. Phillips, Jr.

Date:

Aug 12, 2024

Rain Date: In the event of rain, snow or inclement weather, rental can be rescheduled for Sunday, 10-27-2024 at no additional cost, however, Peterson Party Rentals can not guarantee that the Bungee Jumper, Rock Wall or specific inflatables mentioned in the quote will be available for the Rain Date. In the event that they are not available a substitute will be provided.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event will not be charged a penalty provided done at least 48 hours prior to scheduled event. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Pricing Valid for 10 days. Pricing shown is cash price. If paying with credit/debit card an additional 3.5% credit card surcharge will be added. Peterson Party Rentals is not responsible for any event permits (if required). Where Inflatables are staked into the ground, sprinkler and utility lines must be marked. This is the responsibility of the owner/municipality. If damage occurs, Peterson Party Rentals is not responsible. Staffing will be provided for the Rockwall and Bungee Jumper. Peterson Party Rentals will provide staff for the Collection of tickets on the inflatables and bounce house.



Gorman Construction

All States Materials Group®

200 Church Street
Albany, NY 12202
518-462-5401
www.asmg.com

June 10, 2024

Mr. Bart Gordon,
Town of Haverstraw Highway Department

Dear Mr. Gordon:

Thank you for the opportunity to quote you for your 2024 Road Program. The following list includes our estimated pricing for **Paver-Placed Surface Treatment** which includes shim, traffic control and trucking.

Road Names	Length(ft)	Width(ft)	SQYD	Tons	\$/Ton	Price
Cedar Ln	1,100	24	2,933	176	\$241.80	\$42,556.80
Birch Dr.	1,400	26	4,044	243	\$241.80	\$58,757.40
Total			6,977	419	\$241.80	\$101,314.20

*Pricing subject to escalation/de-escalation based on 2024 Thompson Spray Paver Bid (June \$628/ton)

Gorman will provide milling and trucking if requested at 1" depth for \$4.25/SY \$29,652.25
Pricing subject to Saratoga County Contract 24-PWPA-28R

The Town of Haverstraw will provide sweeping prior to paving.

If you should have any questions, please do not hesitate to contact me at 845-629-4815. We look forward to working with you to make your 2024 program a success.

Thank you,

Tony Squicciarini

Tony Squicciarini
Sales Representative

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made at unit prices listed above.

☐ **Maintenance and Protection of Traffic Control with signage provided by Municipality**

Signature

Date

Note: This proposal may be withdrawn by us if not accepted in 30 days

An Equal Opportunity Employer

tsquicciarini@asmg.com

Cell: 845-629-4815



Gorman Construction

All States Materials Group®

200 Church Street
Albany, NY 12202
518-462-5401
www.asmg.com

Gorman Construction guarantees workmanship and materials but is not responsible for failures due to inadequate subbase, poor drainage, or the result of poorly prepared/treated shim. Damage to Gorman Construction equipment due to abandoned structure(s) may result in extra charges to the customer.

If the customer changes the lab approved application rate or mix design, they will assume all liability for the process's performance and warranty.

Any alteration or deviation from the above-mentioned specifications or any change in the scope of the job involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. During the prosecution of the work, Gorman Construction will comply with all specification requirements regarding calendar cutoff dates and minimum application temperatures.

If there are no applicable or relevant project specifications, Gorman Construction will comply with either the applicable State specifications or accepted industry standard requirements. For this quotation, the calendar cutoff dates are listed below along with the minimum application temperatures.

<u>Process</u>	<u>Dates</u>	<u>Min Temp</u>
Surface Treatment	May 1 – Sept 7	50 F
Cold Recycling/Cold Mix	May 1 – Oct 7	50 F
PPST	April 15 – Oct 31	50 F
Crack Sealing	April 1- Nov 15	40 F
Micro Surfacing/Slurry Seal	April 15 - 3rd Sat in Sept	50 F



**WHERE
NEW YORK
BEGINS.**

CHARTER INVOICE

Invoice # ChP100423A

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

212-748-8568

The Town of Haverstraw

Haverstraw Town Hall
One Rosman Road
Garnerville, NY 10923

Attn: Alex Guarino
aguarino@townofhaverstraw.org

Invoice Date: 8/28/2024

Program Date:	Program:	Program Type:	Program Fee
8/17/2023	Payment Received	Fee	(\$2,750.00)
9/25/2024	90mins Adventures Under Sail	Pioneer- short	\$1,000.00
9/25/2024	90mins Adventures Under Sail	Pioneer- short	\$1,000.00
9/26/2024	90mins Adventures Under Sail	Pioneer- short	\$1,000.00
9/26/2024	90mins Adventures Under Sail	Pioneer- short	\$1,000.00
9/27/2024	90mins Adventures Under Sail	Pioneer- short	\$1,000.00
9/27/2024	90mins Adventures Under Sail	Pioneer- short	\$1,000.00

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

Balance Due**\$3,250.00**

Rescheduled from 10/4/23-10/5/23. Payment of \$3000.00 received on 8/17/23 via check #055569. \$2750.00 applied to this invoice; \$250 applied to rescheduling fee on invoice ChP100423B.

50% deposit is due by**Payment in full is due by 9/13/2024****We accept payment via credit card or check - please, no cash.**

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

Please make all checks payable to:
South Street Seaport Museum

Mail to:
12 Fulton Street
New York, NY 10038
Attn: Education Department

For credit card payments please provide:

Name (as written on card): _____

Card Number: _____

Expiration: _____ **Billing Zip Code:** _____

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

Pioneer Charter Agreement Addendum



The undersigned parties to a Charter Agreement dated August 2, 2023 between **The Town of Haverstraw** with offices at Haverstraw Town Hall, One Rosman Road, Garnerville, NY 10923 (hereinafter the "Charterer"), and **SOUTH STREET SEAPORT MUSEUM**, with offices at 12 Fulton Street, New York, NY 10038 (hereinafter the "Museum"), for the charter of schooner *Pioneer* (hereafter "Vessel"), hereby mutually agree to amend said Agreement as follows:

The dates of Charter as outlined in Section 3 of the Agreement were canceled by Charterer on September 19, 2023. The Charter has been rescheduled as outlined in this Addendum.

1. CHARTER DATE AND TIME.

The date(s) of Charter: (September 25th, 26th, and 27th, 2024)

The scheduled departure times are: 0930hrs (9:30AM) and 1200hrs (12:00PM) each day

2. DEPARTURE/DESTINATION. The Vessel will depart from Safe Harbor Marina, Haverstraw. The destination is Round Trip, Safe Harbor Marina. Charterer is responsible for reserving the necessary dock at Safe Harbor Marina from September 24, 2024 through September 28, 2024, inclusive, and for any associated fees. Charterer's request that the Vessel land, tie up, embark, or disembark passengers at points other than those stated will not be permitted, unless previously agreed in writing by the parties.

3. CHARTER FEE. The total Charter Fee to be paid by Charterer is **(\$6250.00)**. The total fee includes the basic Charter Fee **(\$6000.00)** and additional costs **(\$250.00)** for rescheduling charter less than 30 days prior to original charter date. (See Section 7.C. of Agreement.) A deposit of **(\$3000.00)** was received via check #055569 on August 23, 2023. Balance of Charter fee, **(\$3250.00)** is due by **(September 13, 2024)**.

All terms and conditions outlined in the original Charter Agreement shall apply equally to this Addendum. This Addendum is added on August 28, 2024 and effective immediately upon signing.

I agree to the terms of this Agreement:

CHARTERER, by:

Signature	Date
-----------	------

Print Full Name (and Title, if applicable)

SOUTH STREET SEAPORT MUSEUM, by:

Meg Fellerath, Chief Operating Officer	Date
--	------

Steel City Drones LLC

600 N Bell Ave Bldg 2 Ste 125
Carnegie, PA 15106
+14129801941
support@steelcitydrones.com



Estimate

ADDRESS

James Hansen
Haverstraw Police Department
101 W. Ramapo Rd
Garnerville, NY 10923

SHIP TO

James Hansen
Haverstraw Police Department
101 W. Ramapo Rd
Garnerville, NY 10923

ESTIMATE 3345
DATE 08/13/2024

DESCRIPTION	QTY	RATE	AMOUNT
Mavic 3T combo basic that includes the aircraft, RC Pro remote, hardshell case, one aircraft battery, and 1 year Enterprise Basic shield.	1	5,499.00	5,499.00
DJI Mavic 3 Enterprise Battery kit - Part 05	1	659.00	659.00
Unlimited access to Steel City Drones Online Mavic 3 Enterprise tutorial video library. Topics include: Unboxing, features and functionality of drone and sensors, flight app tutorial, and more.	1	0.00	0.00
Free Shipping	1	0.00	0.00
SUBTOTAL			6,158.00
TAX			0.00
TOTAL			\$6,158.00

Accepted By

Accepted Date

INTERMUNICIPAL AGREEMENT BETWEEN

THE VILLAGE OF WEST HAVERSTRAW

AND

THE TOWN OF HAVERSTRAW,

**RELATING TO THE RESTORATION AND PAVING OF CHAPEL STREET IN
CONNECTION WITH THE DEVELOPMENT OF THE TOWN OF HAVERSTRAW
RECREATION COMPLEX**

AGREEMENT made this ____ day of September, 2024, by and between the Village of West Haverstraw, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at 130 Samsondale Avenue, in the Village of West Haverstraw, in the County of Rockland, in the State of New York (hereinafter the "Village") and the Town of Haverstraw, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at One Rosman Road, in the Town of Haverstraw, in the County of Rockland, in the State of New York (hereinafter the "Town").

WITNESSETH

WHEREAS, pursuant to Article 5-G of the General Municipal Law of the State of New York, the Village and Town are each authorized to enter into a municipal cooperation agreement with the other for the implementation of various types of municipal projects, including road improvement projects,

WHEREAS, in connection with the Town's development of its new recreation complex, located in the Village of West Haverstraw, the Town is required, among other things, to construct new sidewalks and to install new (and/or to relocate existing) drainage and other infrastructure improvements on the north side of Chapel Street; and

WHEREAS, in order to construct the required infrastructure improvements, the Town is required to obtain the permission of the Village, as well as a Village Road Opening Permit; and

WHEREAS, the Village wishes to cooperate with the Town in the development of its recreation complex, allowing the Town to open and otherwise to disturb Chapel Street in the course of its construction, and

NOW, THEREFORE, in consideration of the mutual and respective promises made herein, the Village and the Town each agree as follows:

1. Principal Obligations of the Village and Town.

Upon application by the Town, the Village agrees to issue a Road Opening Permit to the Town, and or/to any related contractor or utility acting on behalf, or for the benefit, of the Town so that the Town may undertake and complete its infrastructure improvements in accordance with certain project design plans prepared for, and approved by, the Town.

In consideration of the Village's issuance of the Road Opening Permit, and the Village's consent to allow the construction of the Town's infrastructure improvements on Village property, the Town agrees that it will undertake and complete its improvements at its sole cost and expense, and, further that it shall pay to the Village, within 90 days of the completion of such improvements, EIGHTY SIX THOUSAND THREE HUNDRED TWENTY-THREE DOLLARS (\$86,323.00), the cost of milling and paving Chapel Street, curb to curb, from Central Highway to the east side of the entrance to Helen Hayes Hospital, said restoration work to be completed by the Village when all other, related work is completed by the Town or for the benefit of the Town.

2. Town and Village Insurance.

Both the Village and the Town agree to obtain, continue and keep in full force and effect, general liability insurance and public liability insurance relative to this Agreement during all phases of the performance of the Project, each naming the other as an additional insured on its liability policies with respect to this Agreement.

3. Contractor's Insurance.

It is further agreed that the Contractor(s) to which the bid for the Town's work is awarded (and any subcontractors used by them) shall be required to obtain, continue and keep in full force and effect throughout the Project, policies of general liability, property and automobile insurance, in amounts customary in municipal contracts relating to projects of the nature here involved, as well as workers compensation and disability and other customary forms of insurance, naming both the Village and the Town as additional insureds thereon.

4. Indemnification.

a. The Village hereby covenants and agrees to indemnify and save harmless the Town and its employees and agents against any claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town may or shall be liable, in whole or in part, by reason of any negligent act or omission on the part of the Village.

b. The Town does hereby covenants and agrees to indemnify and keep indemnified and save harmless the Village and its employees and agents against any claim for any loss, injury, death and/or damage and against any claim for compensation for which the Village may or shall be liable, in whole or in part, by any negligent act or omission on the part of the Town.

5. Contractor's Indemnification.

It is expressly agreed that the contract between the Village and the Contractor(s) to which the bid is awarded shall include an indemnification provision in favor of both the Village and the Town.

6. Access and Easements.

Each party agrees that, to the extent necessary and possible, it will provide to the other, and to any Contractor(s) to which the Project is awarded, any and all easements or other access as may be necessary at, on, over and/or under the site of the Project in order to effectuate the implementation of the contract for the Project, and will further cooperate with the other, and with

the Contractor(s) to which the bid for the Project is awarded, in obtaining access from any third party.

7. Dispute Resolution.

Should any dispute arise between the parties respecting the terms of this Agreement, or otherwise relating to this Agreement, the parties agree to attempt to resolve such dispute through non-binding mediation, failing which either party, thereafter, may commence an action or proceeding in the Rockland County Supreme Court. Regardless of the method used to resolve the parties' dispute, each party thereto shall be solely responsible for its own costs and expenses, including attorneys' fees, as may be incurred.

8. Discrimination Prohibited

(a) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, in the hiring of employees for the performance of work under this contract, or any subcontract, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(c) There may be deducted from the amount payable to the Contractor by the Village under this contract a penalty of Fifty Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) This contract may be canceled or terminated by the Village, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

9. Other Interests Prohibited

No official of the Village or Town who is authorized in such capacity and on behalf of the Village to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Village or Town who is authorized in such capacity and on behalf of the Village or Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly personally interested in this contract, or in any part hereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

10. Iran Divestment Act

Each party agrees to comply with the "Iran Divestment Act of 2012", set forth in N.Y.S. Finance Law § 165-a and N.Y.S. General Municipal Law § 103-g, which requires bidders that bid

on state or local government contracts to certify that they are not named on the list entitled "Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012", which is available on the Office of General Services ("OGS") website at <http://www.org.ny.gov/about/regs/docs/ListofEntities.pdf>. Violation of this provision may result in, among other things, the termination of this Agreement.

11. Section Headings Not Controlling

The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

12. Execution in Counterpart

This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement.

13. Waiver.

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

14. Modification.

This Agreement constitutes the complete understanding of the parties. No modification of any provisions hereof shall be valid unless in writing and signed by both parties.

15. Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion.

16. Applicable Law.

This Agreement is governed by the laws of the State of New York.

17. Authority

Each of the persons whose signatures appear on this Agreement represents that he/she has been duly authorized to bind the entity he/she represents to the terms and obligations set forth herein.

IN WITNESS WHEREOF, the Mayor of the Village of West Haverstraw and the Supervisor of the Town of Haverstraw, acting pursuant to, and in accordance with, the

resolutions of their respective Boards approving entry into this Agreement, has caused his signature to be affixed hereto.

VILLAGE OF WEST HAVERSTRAW

By:

Robert R. D'Amelio, Mayor

Date

TOWN OF HAVERSTRAW

By:

Howard T. Phillips, Supervisor

Date

Acknowledgements

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of September 2024, before me, the undersigned, a notary public in and for the state, appeared ROBERT R. D'AMELIO, Mayor of the Village of West Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of September 2024, before me, the undersigned, a notary public in and for the state, appeared HOWARD T. PHILLIPS, as Supervisor of the Town of Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the

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

Notary Public