HAVERSTRAW TOWN BOARD
JANUARY 14, 2025

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 DECEMBER 10, 2024, TOWN BOARD SPECIAL MEETING OF DECEMBER 18, 2024, AND REORGANIZATION MEETING OF JANUARY 7, 2025.

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 DECEMBER 2024.

SWEARING IN CEREMONY OF GEORGE COFFINAS, TOWN JUSTICE

6. APPOINTMENT OF DESINEE GARCIA – POLICE RADIO DISPATCHER (CAD) (FT)

RESOLVED, THAT UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR., 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), FULL TIME, FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE JANUARY 15, 2025, AND BE IT FURTHER

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

7. AGREEMENT BETWEEN THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS (ASCAP) AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS (ASCAP) FOR THE PURPOSE OF PROVIDING A LICENSE AGREEMENT TO THE TOWN OF HAVERSTRAW TO USE MUSIC AND TO ENSURE COMPLIANCE WITH THE COPYRIGHT LAW FOR TOWN FESTIVALS, FIREWORK CELEBRATIONS, ETC. AT AN ANNUAL COST NOT TO EXCEED $550.00 FOR THE 2025 LICENSE.

8. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND CAPITAL MARKETS ADVISORS, LLC FOR FINANCIAL ADVISORY SERVICES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY RETAINS THE SERVICES OF CAPITAL MARKETS ADVISORS, LLC OF GREAT NECK, NEW YORK FOR THE PURPOSE OF PROVIDING FINANCIAL ADVISORY SERVICES COMMENCING JANUARY 2025 AND ENDING DECEMBER 31, 2025. THE ADVISOR'S FEE WILL BE AS FOLLOWS:

- **FOR BOND ISSUES: $10,800 FOR ISSUES UP TO $2 MILLION PLUS $0.52 PER $1,000 OF BONDS ISSUED OVER $2 MILLION**
- **FOR NOTE ISSUES: $5,500 FOR ISSUES UP TO $2 MILLION PLUS $0.52 PER $1,000 OF NOTES ISSUED OVER $2 MILLION,**
- **FOR BONDS SOLD WITH ONLY A TERM SHEET AND NO OFFICIAL STATEMENT: $8,500**
- **FOR NOTES SOLD WITH ONLY A TERM SHEET AND NO OFFICIAL STATEMENT: $3,400**
- **FOR CAPITAL LEASE ISSUES: $6,250 PLUS $.50 PER $1,000 OF LEASE ISSUED**
- **FOR CONTINUING DISCLOSURE, INCLUSIVE OF ALL REQUIRED MATERIAL EVENT NOTICES: $2,700 ANNUALLY**
- **FOR SERVICES UNRELATED TO A BOND ISSUANCE: BILLED AT AN HOURLY FEE OF $185 PER HOUR.**
- **FOR REFUNDING BOND ISSUES, THE FEE WILL BE NEGOTIATED WITH THE TOWN AND IS DEPENDENT ON PAR AMOUNT, NUMBER OF SERIES OF BONDS BEING REFUNDED AND NUMBER OF SERIES OF REFUNDING BONDS TO BE ISSUED.**

9. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE LANDTEK GROUP, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE LANDTEK GROUP, INC. OF BAY SHORE, NEW YORK FOR THE MAINTENANCE SERVICE OF THE SYNTHETIC TURF FOR THE MULTI-PURPOSE FIELD AND THE CHALLENGER FIELD AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX AT A COST OF $8,100.00, LEVEL III WHICH INCLUDES THREE (3) DEEP GROOMING SESSIONS ON EACH FIELD WITH ONE (1) FREE G-MAX TEST ON EACH FIELD FOR CALENDAR YEAR 2025.

10. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND SPOHN RANCH, INC. - TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH SPOHN RANCH, INC. OF LOS ANGELES, CALIFORNIA THROUGH SOURCEWELL CONTRACT NUMBER 112420-SRI IN ACCORDANCE WITH THE TOWN'S "BEST VALUE" POLICY AS CONTAINED IN TOWN CODE CHAPTER §33-10, FOR THE CONSTRUCTION OF A SKATE BOARD PARK AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX AT A COST OF $949,517.20.

11. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND GREENFIELDS OUTDOOR FITNESS, INC. - TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH GREENFIELDS OUTDOOR FITNESS, INC. OF ANAHEIM, CALIFORNIA THROUGH SOURCEWELL CONTRACT NUMBER 010721-GRN IN ACCORDANCE WITH THE TOWN'S "BEST VALUE" POLICY AS CONTAINED IN TOWN CODE CHAPTER §33-10, FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OUTDOOR EQUIPMENT FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX AT A COST OF $50,524.15 AS SPECIFIED IN THE PROPOSAL.

12. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND PUBLIC RESTROOM COMPANY - TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH PUBLIC RESTROOM COMPANY OF MINDEN, NEVADA THROUGH SOURCEWELL CONTRACT NUMBER 081721-PRM IN ACCORDANCE WITH THE TOWN'S "BEST VALUE" POLICY AS CONTAINED IN TOWN CODE CHAPTER §33-10, FOR THE DELIVERY AND INSTALLATION OF A PRE FABRICATED BUILDING FOR RESTROOMS FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III AT A COST OF $744,689.00 AS SPECIFIED IN THE PROPOSAL.

13. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND GAMETIME - TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH GAMETIME OF FLANDERS, NEW JERSEY UNDER OMNIA PARTNER CO-OP CONTRACT NUMBER 2107001134 IN ACCORDANCE WITH THE TOWN'S "BEST VALUE" POLICY AS CONTAINED IN TOWN CODE CHAPTER §33-10, TO SUPPLY AND INSTALL OF 13,975 SF OF 50/50 BLACK/STANDARD COLOR POURED IN PLACE SURFACING, SUPPLY AND INSTALL 4" THICK STONE BASE AND SUPPLY DUMPSTER FOR WASTE DISPOSAL AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III AT A COST OF $391,191.20 AS SPECIFIED IN THE PROPOSAL.

14. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND GAMETIME - TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH GAMETIME OF FLANDERS, NEW JERSEY UNDER OMNIA PARTNER CO-OP CONTRACT NUMBER 2107001134 IN ACCORDANCE WITH THE TOWN'S "BEST VALUE" POLICY AS CONTAINED IN TOWN CODE CHAPTER §33-10, TO SUPPLY AND INSTALL PLAYGROUND EQUIPMENT: ONE (1) GAMETIME – PRO 4000, TWO (2) GAMETIME WHIRLWIND SEAT TILTED, TWO (2) GAMETIME WHIRLWIND SEAT STRAIGHT, ONE (1) GAMETIME MERRY-GO-ALL, ONE (1) GAMETIME CUSTOM POWERSCAPE 2-5 UNIT, ONE (1) GAMETIME CUSTOM POWERSCAPE 5-12 UNIT, GAMETIME GT RIPPLE, ONE (1) GAMETIME 4 BAY PRIMETIME SWINGS WITH FOUR (4) BELT SEATS, TWO (2) TOT SEATS, ONE (1) EXPRESSION SWING WITH TOT SEAT, AND ONE (1) EXPRESSION SWING WITH ADAPTIVE SEAT FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III AT A COST OF $750,035.77 AS SPECIFIED IN THE PROPOSAL.

15. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO CONTRACT WITH THE LANDTEK GROUP, INC. - TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO CONTRACT WITH THE LANDTEK GROUP, INC. OF BAYSHORE, NEW YORK, THROUGH THE EQUALIS GROUP COOPERATIVE PURCHASING AGREEMENT FOR THE GENERAL SITE CONSTRUCTION AND ELECTRIC CONSTRUCTION OF PHASE III OF THE TOWN OF HAVERSTRAW RECREATION COMPLEX, CONTRACT 1- GENERAL SITE CONSTRUCTION ($2,238,354.00) AND CONTRACT 2 FOR THE ELECTRIC CONSTRUCTION ($227,700.00) AT A TOTAL COST OF $2,466,054.00.

16. ESTABLISH CAPITAL PROJECT FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III

RESOLVED, THAT THE TOWN BOARD HEREBY ESTABLISHES A CAPITAL PROJECT FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX PHASE III, PICKLEBALL, SKATE BOARD PARK, PLAYGROUNDS, BATHROOM AND FITNESS EQUIPMENT IN THE AMOUNT OF $6,500,000.00 WHICH WILL BE FUNDED FROM THE GENERAL FUND AS AN INTERFUND TRANSFER.

17. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND STONEFIELD ENGINEERING AND DESIGN, LLC

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH STONEFIELD ENGINEERING AND DESIGN, LLC OF NEW YORK, NEW YORK FOR THE PURPOSE OF PROVIDING PROFESSIONAL TRAFFIC ENGINEERING SERVICES FOR THE PROPOSED CANNABIS DISPENSARY, BLOCK 4. LOT I, 81 WEST RAMAPO ROAD, TOWN OF HAVERSTRAW, NEW YORK, AS PER THE FEE SCHEDULE PROVIDED.

18. ACCEPTANCE OF LETTER OF RETIREMENT – TOMMY VAN SKYOCK, JR.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR ASSISTANT AUTOMOTIVE MECHANIC OF THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT, TOMMY VAN SKYOCK, JR. EFFECTIVE FEBRUARY 28, 2025.

19. AGREEMENT BETWEEN THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS & THE TOWN OF HAVERSTRAW - WOODCHUCKS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS TO TRAP WOODCHUCKS AND REMOVAL AT THE TOWN OF HAVERSTRAW LANDFILL AT A PRICE OF $1,250.00 AS THE INITIAL SETUP FEE AND $135.00 PER WOODCHUCK CAUGHT, AND AT A PRICE OF $950.00 AS THE INITIAL SETUP FEE AND $135.00 PER WOODCHUCK CAUGHT AT BOWLINE POINT PARK FOR THE YEAR 2025.

20. AGREEMENT BETWEEN THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS & THE TOWN OF HAVERSTRAW - CANADIAN GOOSE EGGS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THOMAS J. MAGLARAS AND CARL LINDSLEY, NUISANCE WILDLIFE CONTROL AGENTS TO ADDLE CANADIAN GOOSE EGGS AT VARIOUS TOWN PROPERTIES AT A COST OF $6,000 FOR TWO VISITS, 10-15 DAYS APART FOR THE YEAR 2025.

21. PURCHASE OF LAPTOP AND EQUIPMENT FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT – K9 UNIT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) PANASONIC TOUGHBOOK 55 – 14" INTEL CORE I5 INCLUDING SET UP ($3,579.19), ONE (1) BROTHER POCKETJET 822 THERMAL PRINTER ($444.14), AND ONE (1) L-TRON 4910LR NEXT GEN AREA-IMAGING SCANNER ($517.20) FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT K9 UNIT AT A TOTAL COST OF $4,540.53 OFF OF DELL NEW YORK STATE PRICING THROUGH VJ NETWORKS OF GARNERVILLE, NEW YORK.

22. AUTHORIZATION TO PURCHASE ONE (1) INGERSOLL RAND ELECTRIC AIR COMPRESSOR FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT UNDER NEW YORK STATE CONTRACT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES JOHN BART GORDON, SUPERINTENDENT OF HIGHWAYS TO PURCHASE ONE (1) INGERSOLL RAND ELECTRIC AIR COMPRESSOR FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT UNDER NYOGS CONTRACT PC69879 TO W.W. GRAINGER, INC. DBA GRAINGER OF LAKE FOREST, ILLINOIS AT A PRICE OF $6,539.99.

23. AWARD OF RFQ NO. 1 2025 –PROVIDE AND INSTALL EXTERNAL POWER CONNECTION FOR THE EMERGENCY GENERATOR AT THE HIGHWAY DEPARTMENT

RESOLVED, THAT THREE (3) RFQs WERE REQUESTED AND TWO (2) RFQs WERE SUBMITTED TO JOHN BART GORDON, SUPERINTENDENT OF HIGHWAYS TO SUPPLY AND INSTALL ONE (1) 100 AMP/3 PHASE MANUAL TRANSFER SWITCH ON THE EXTERIOR OF THE BUILDING TO POWER THE EMERGENCY GENERATOR AT THE HIGHWAY DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 1- 2025 TO NYTKO ELECTRIC INC. OF THIELLS, NEW YORK, AT A COST OF $4,679.00, THE LOWEST QUOTE.

24. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE- EMERALD ISLE PRODUCTS

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER PRICING PLAN:

EMERALD ISLE PRODUCTS

- **CPR** **12 CASES** **$2,580**
- **FAIRWAY SEQUENTIAL IRON** **24 CASES** **$4,296.00**
- **NITROGEN 19-1-6** **6 CASES** **$1,290.00**
- **N-P-K PHOSPHITE** **10 CASES** **$1,275.00**
- **SILICONE** **6 CASES** **$1,380.00**

25. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE - ENVUE

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CONNECTICUT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

ENVU

- **DENISCOR** **8 CASES** **$5,916.80**
- **MIRAGE** **2 CASES** **$1,952.00**
- **SIGANTURE STRESSGUARD** **68 BAGS** **$13,110.40**
- **INTERFACE** **4 CASES** **$3,952.00**

26. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE- NUFARM

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CONNECTICUT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

NUFARM

- **TOURNEY** **4 CASES** **$3,440.00**
- **ANUEW WDG** **48 BAGS** **$5,673.60**
- **MILLENIUM ULTRA** **6 BOTTLES** **$1,632.00**

27. AWARD OF CONTRACT TO METRO TURF SPECIALISTS - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE- OCEAN ORGANICS

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH METRO TURF SPECIALISTS OF BROOKFIELD, CONNECTICUT FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

OCEAN ORGANICS

- **NAUTLIS 4 CASES $2,280.00**
- **PRIVATEER 2 CASES $920.00**

28. AWARD OF CONTRACT TO WESTCHESTER TURF SUPPLY - TOWN OF HAVERSTRAW - PHILIP J. ROTELLA MEMORIAL GOLF COURSE - SYGENTA

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH WESTCHESTER TURF SUPPLY OF LINCOLNDALE, NEW YORK FOR THE PURCHASE OF THE FOLLOWING CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE WITH EARLY ORDER AGENCY PRICING PLAN:

SYGENTA

- **A2Z SOLUTIONS PACK $8,181.00**
- **FERENCE 1 CASE $2,880.00**
- **DACONIL WEATHER STIK 8 CASES $3,360.00**
- **1 LINK PACK ACERNITY $4,800.00**
- **1 LINK PACK HEADWAY $5,080.00**
- **CONCERT 13 CASES $6,955.00**
- **SCIMITAR GC 2 CASES $3,600.00**
- **2 CASES ACELRPRYN INSECTICIDE $7,732.00**
- **MEDALLION SC 3 CASES $4,110.00**

29. RESOLUTION – ZONING PETITION BY ARIEL KONDOV

WHEREAS, ARIEL KONDOV, THE OWNER OF THE PROPERTY KNOWN AS 130 W. RAMAPO ROAD AND SHOWN ON THE TOWN OF HAVERSTRAW TAX MAP AS 25.16-3-40 (THE "PROPERTY"), BY HIS ATTORNEYS ZARIN & STEINMETZ, SUBMITTED A PETITION FOR ZONE CHANGE DATED JANUARY 8, 2025 TO REZONE THE PROPERTY FROM THE PROFESSIONAL OFFICE (PO) ZONING DISTRICT TO THE COMMERCIAL (C) ZONING DISTRICT; AND

WHEREAS, THE REASON FOR THE REQUESTED ZONE CHANGE IS THAT WHILE THE OFFICE BUILDING PROPOSED BY MR. KONDOV IS PERMITTED IN BOTH THE EXISTING PO AND PROPOSED C DISTRICTS, THE C DISTRICT PROVIDES BULK REGULATIONS THAT ARE MORE CONDUCIVE TO THE PROPERTY AND THE NEIGHBORING SHOPPING CENTER IS ALSO IN THE C DISTRICT; AND

WHEREAS, PURSUANT TO TOWN ZONING CODE § 167-108(B), ANY ACTION BY THE TOWN BOARD TO MODIFY THE ZONING CODE, INCLUDING MODIFYING THE ZONING MAP, MUST FIRST BE REFERRED TO THE PLANNING BOARD FOR ITS REVIEW AND REPORT; AND

WHEREAS, THIS PROJECT IS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA"); AND

WHEREAS, THE APPLICANT HAS MADE AN APPLICATION TO THE PLANNING BOARD FOR SITE PLAN APPROVAL AND SUBMITTED A SEQRA FULL ENVIRONMENTAL ASSESSMENT FORM, PART 1; AND

NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY REFERS THE ZONING PETITION BY ARIEL KONDOV TO THE PLANNING BOARD FOR ITS REVIEW AND REPORT; AND

BE IT FURTHER RESOLVED, THE TOWN BOARD CONSENTS TO THE PLANNING BOARD SERVING AS LEAD AGENCY FOR A COORDINATED REVIEW PURSUANT TO SEQRA.

30. <u>ADVERTISE BIDS - BID NO. 1-2025 FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE</u>

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, SUPERINTENDENT, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE TOWN CLERK TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 10:00 AM ON FRIDAY, FEBRUARY 28, 2025 FOR THE RECEIPT OF BIDS FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER TO BE UTILIZED AT THE PHILLIP J. ROTELLA MEMORIAL GOLF COURSE LOCATED ON THIELLS/MT. IVY ROAD IN THIELLS, NEW YORK, FOR USE DURING THE 2025 GOLF SEASON, IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLUSION WITH THEIR BIDS.

31. <u>ADVERTISE BIDS - BID NO. 2 - 2025 FOR BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE</u>

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, SUPERINTENDENT, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE TOWN CLERK TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 10:05 A.M. ON FRIDAY, FEBRUARY 28, 2025 FOR THE RECEIPT OF BIDS FOR THE PURCHASE OF BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND TO BE UTILIZED AT THE PHILLIP J. ROTELLA MEMORIAL GOLF COURSE LOCATED ON THIELLS/MT. IVY ROAD IN THIELLS, NEW YORK, FOR USE DURING THE 2025 GOLF SEASON, IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED

LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLUSION WITH THEIR BIDS.

32. ADVERTISE FOR BIDS - BID NO. 3-2025 - CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, SUPERINTENDENT, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE TOWN CLERK TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 10:15 A.M. ON FRIDAY, FEBRUARY 28, 2025 FOR THE RECEIPT OF BIDS FOR THE PURCHASE OF CHEMICALS TO BE UTILIZED AT THE PHILLIP J. ROTELLA MEMORIAL GOLF COURSE LOCATED ON THIELLS/MT. IVY ROAD IN THIELLS, NEW YORK, FOR USE DURING THE 2025 GOLF SEASON, IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLUSION WITH THEIR BIDS.

33. ACCEPTANCE OF LETTER FOR LEAVE OF ABSENCE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT A REQUEST FOR A SIX (6) MONTH LEAVE OF ABSENCE WITHOUT PAY FROM EMPLOYEE ID NUMBER 992716 FOR THE TOWN OF HAVERSTRAW, EFFECTIVE JANUARY 13, 2025.

34. AUTHORIZATION OF PAYMENT FOR NYS BUILDING OFFICIALS CONFERENCE ANNUAL MEMBERSHIP - 2025

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AUTHORIZES PAYMENT FOR THE 2025 NYS BUILDING OFFICIALS CONFERENCE ANNUAL MEMBERSHIP FOR GEORGE T. BEHN, JR., BUILDING INSPECTOR AND ERICH DESCH, DEPUTY BUILDING INSPECTOR AT A COST OF $50.00 PER MEMBERSHIP PER PERSON.

35. AWARD OF BID - BID NO. 11- 2024 – PHILIP J. ROTELLA MEMORIAL GOLF COURSE BRIDGE DECKING REPLACEMENT

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF MICHAEL TAMBLIN, P.E. TOWN CONSULTANT ENGINEER OF TAMBLIN ENGINEERING, PLLC 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 ADP GROUP, INC. OF PATERSON, NEW JERSEY, THE LOWEST BIDDER, FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE BRIDGE DECKING REPLACEMENT AT A COST OF $127,300.00.

36. ESTABLISH CAPITAL PROJECT FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE BRIDGE DECKING REPLACEMENT

RESOLVED, THAT THE TOWN BOARD HEREBY ESTABLISHES A CAPITAL PROJECT FOR THE THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE BRIDGE DECKING REPLACEMENT IN THE AMOUNT OF $150,000.00 WHICH WILL BE FUNDED FROM THE GENERAL FUND AS AN INTERFUND TRANSFER.

37. AGREEMENT WITH CONNECT AUTO AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF CONNECT AUTO OF HILLBURN, NEW YORK FOR RETROFITTING POLICE VEHICLE 5323 FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT THROUGH SOURCEWELL CONTRACT NUMBER 090122-WHL AT A COST OF $7,533.74.

38. APPROVAL OF MEMORANDUM OF AGREEMENT WITH CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000 AFSCME, AFL-CIO, TOWN OF HAVERSTRAW POLICE DISPATCHERS UNIT, ROCKLAND COUNTY LOCAL 844

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000 AFSCME, AFL-CIO, TOWN OF HAVERSTRAW POLICE DISPATCHERS UNIT, ROCKLAND COUNTY LOCAL 844, BEGINNING ON JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

PO BOX 331608 Attn: Account Services
Nashville, TN 37203-7515
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

December 20, 2024

GL3Y5300205229 -

Howard T Phillips
Supervisor
Town Of Haverstraw, NY
Town Of Haverstraw, NY
1 Rosman Rd
Garnerville, NY 10923-1742

Re: Account No. - 500602421
Town Of Haverstraw, NY
Town Of Haverstraw, NY
1 Rosman Rd
Garnerville, NY 10923-1742

Dear Mr. Phillips:

Thank you for being an ASCAP licensee, and appreciating the value that music brings to your community.

Your ASCAP agreement calls for an annual license fee adjustment, based on the year-over-year change in the Consumer Price Index (CPI). This year's measurement of inflation between October 2023 and October 2024 resulted in an overall increase of 2.5979%. to your license fee.

The 2025 fee schedule reflecting the increase is enclosed. If there have been any changes to your population or if you have a special event to report, please complete and return the report form by mail to:

ASCAP
Customer Care
PO Box 331608
Nashville, TN 37203

If an ASCAP billing statement is enclosed, your license fee is now due. To ensure that your ASCAP license remains current, please submit payment for your 2025 license today online by credit card or echeck.

Sign in to your account at www.ascap.com/mylicense with your UserId and Password. If you do not have sign-on credentials, please "Register as a New User" using your 9-digit account number and zip code.

With your online account you can:

- Pay your balance - with a credit card or e-check.
- Go Paperless - change your billing statement preference to paperless delivery and receive your monthly billing statements electronically. Select "Change Paperless Statements Option" on the Main Menu and select "Enroll for Estatements".

If you do not have a billing statement enclosed, you will receive one 30 days before your annual renewal date.

If you wish to pay by mail, please send to the remittance address on your billing statement.

For any questions about your license, reporting or payment, please call us at 1-800-505-4052 or send us an email at glcs@ascap.com.

Sincerely,

Account Services

Account Services

Enclosures:
Rate Schedule
Report Form
Return Envelope

F0166_0125
IMLA

ascap

LOCAL GOVERNMENT ENTITIES
2025 Rate Schedule and Report Form

Account No.: 500602421 **Premise Name:** Town Of Haverstraw, NY; Garnerville, NY

Report Due: 12/30/2025

SCHEDULE A: **Base License Fee** *(Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)*

Population Size: ----_____ (Per current U.S. Census Data)

Base License Fee: _____ (Please refer to attached Rate Schedule)

SCHEDULE B: **Special Events*** *(Report and Payment due 90 days after the conclusion of each Special Event)*

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	**Performer(s) or Group(s) Appearing**	**Gross Revenue of Event** (Must Exceed $25,000)	**% Applies to Gross Revenue**	**Event Fee**	**Is a Program of Musical Works Attached?** (Yes/No)	**If the Event is Co-Sponsored** (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	$		Name:_____ Address:_____ _____ Phone No:_____ Account No:_____
			x .01	$		Name:_____ Address:_____ _____ Phone No:_____ Account No:_____
			x .01	$		Name:_____ Address:_____ _____ Phone No:_____ Account No:_____
			x .01	$		Name:_____ Address:_____ _____ Phone No:_____ Account No:_____

***"Special Events"** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds $25,000.

****"Gross Revenue"** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENEE for each Special Event.

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

Report Form Continued On Reverse Side

LOCAL GOVERNMENT ENTITIES *(continued)*: *(Please complete form in its entirety.)*

SCHEDULE C: **State Municipal and/or County Leagues or State Associations of Attorneys**

Report Year: _____ **Annual License Fee: $500.00** *(Due within 30 days of Renewal Date.)*

Total Fees Reported From Any or All of Schedules A, B or C: $_____

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.

Contact Person: _____ (Please print Contact's Name.) _____ (Please print Contact's Title.)

Phone No.: (___) _____ Fax No.: (___) _____ Email: _____ Website: _____

I certify that the above information is true and correct. **Signature:** _____

Dated: _____ (Please print Name and Title of Signature name above.)

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

12/20/2010 F0166_0125

ascap

Account No.: 500602421

Town Of Haverstraw, NY
1 Rosman Rd
Garnerville, NY 10923-1742

ASCAP
Account Services
P. O. Box 331608-7515,
Nashville, TN 37203-9998

IMLA

CapitalMarketsAdvisors,LLC

11 Grace Avenue, Suite 308
Great Neck, New York 111021
Phone: 516-487-9815
rtortora@capmark.org

Financial Advisory Services Agreement

This Agreement has been entered into this ___ day of _____, 202__ by and between the Town of Haverstraw, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.

1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.

1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.

1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.

1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.

1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.

1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.

1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.

1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

***Section* 2 Compensation**

2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees, some of which are contingent on a transaction closing or its size, will be as follows:

- For bond issues: $10,800 for issues up to $2 million plus $0.52 per $1,000 of bonds issued over $2 million,
- For note issues: $5,500 for issues up to $2 million plus $0.52 per $1,000 of notes issued over $2 million,
- For bonds sold with only a Term Sheet and no Official Statement: $8,500

For notes sold with only a Term Sheet and no Official Statement: $3,400

- For capital lease issues: $6,250 plus $.50 per $1,000 of lease issued
- For Continuing Disclosure, inclusive of all required Material Event Notices: $2,700 annually
- For services unrelated to a bond issuance: billed at an hourly fee of $185 per hour.

2.02 For refunding bond issues, the fee will be negotiated with the Town and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.

2.03 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

2.04 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

***Section* 3 Term of Agreement**

The term of this Agreement shall be f from the date hereof to December 31, 2026.

***Section* 4 Responsibilities of Parties**

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Date: December 20, 2024 Proposal #24-1640

Field 1: Town of Haverstraw – Multi-purpose Field
Field 2: Town of Haverstraw – Challenger Field

Proposal from 1/1/2025-12/31/2025

Level II ..... **$ 5,900.00**
Includes two (2) deep grooming sessions on each field
with one (1) free G-Max test on each field

Level III ..... **$ 8,100.00**
Includes three (3) deep grooming sessions on each field
with one (1) free G-Max test on each field

READ, AGREED, AND ACCEPTED BY:

Signature: _____

Print Name: _____

Date: _____

PO #: _____

Level Selected: _____

If accepted, please sign and return either via mail, e-mail or fax to:

The LandTek Group
105 Sweenydale Avenue Bay Shore, NY 11706
TEL (631) 691-2381 WWW.LANDTEKGROUP.COM FAX (631) 598-8280

G-Max Testing

One of the most important questions in deciding to install a synthetic field is "is it safe?" The answer is yes. Synthetic fields that are properly maintained are safe. One of the ways to measure this is by having an annual G-Max test performed on your field. This test measures the impact attenuation, or "shock absorption" properties of your turf field. This test not only tells you how playable your field is, but can also warn you of unseen conditions that potentially can make your field harder than it was designed to be. As a field owner, being proactive by testing your field and maintaining it properly demonstrates a serious commitment to the health and safety of your athletes and community. Our G-Max testing is performed according to ASTM standards. You will receive a formal report detailing the overall field average, the location and drop results of ten sport specific test areas, as well as infill depths and field surface temperatures. Most insurance companies are now requiring synthetic turf fields to be tested annually.

Additional Services Offered

In addition to synthetic turf maintenance contracts, The LandTek Group also offers the following services:

- Warranty and non-warranty synthetic turf repairs
- Emergency repairs
- Synthetic turf sports line painting
- Baseball conversions from clay to turf
- Synthetic turf snow removal
- Maintenance staff training
- Field disinfecting

The LandTek Group Advantage

- The Northeast Areas Recognized Leader in Athletic Field Construction
- The Largest Installer and Maintainer of Synthetic Turf Fields in the USA
- Over 35 Years of Experience in the Turf and Sports Field Industry
- FieldTurf Certified Maintenance Provider
- Unmatched Financial Stability
- Fully Licensed and Insured
- Two Certified Sports Field Managers on Staff

BUILDING CHAMPIONS FROM THE GROUND UP

www.LandTekGroup.com

Synthetic Turf Maintenance
Proposal #24-1640

Prepared for:
Mike Gamboli
Town of Haverstraw

Submitted by:
Mike Quick
Account Manager
The LandTek Group, Inc.
Office 631-691-2381, ext.
Cell 917-301-6299
mquick@landtekgroup.com

The LandTek Group's Synthetic Turf Maintenance Program

Overview

As the North East's largest installer and maintainer of synthetic turf systems, The LandTek Group is proud to offer a complete line of professional services designed specifically for your field. While synthetic turf requires less maintenance than natural grass playing surfaces, there are specific maintenance procedures that when performed regularly will keep your field in peak operating condition. In addition to protecting your warranty, a proper maintenance program can extend your field's life expectancy as well as ensuring a substantial return on your investment.

Features - Deep Grooming Session

We utilize only state of the art engineered maintenance equipment including the Redexim Verti-Top, the SMG Sportchamp and the Aera-Vator UA60. When used by our trained certified maintenance technicians, your field will receive the highest quality maintenance service in the industry. At each visit, our crew will:

- Perform an overall inspection of the field
- De-compact upper layer of infill material
- Rotary brush the turf fibers to deposit any contaminated infill and foreign debris onto a vibrating sieve, separating debris from infill
- Remove fine dust and dirt from field utilizing a vacuum with a HEPA filter
- Redistribute the clean infill back onto the field
- Sweep and level the infill consistently across the entire field
- Sweep the field with drag magnet to collect any ferrous material
- Repair any minor warranty seam or inlay issues
- Add additional infill materials to all high traffic areas
- Power clean the field perimeter
- Take multiple infill measurements to verify surface planarity and infill depths
- Remove all collected debris and trash from work site
- Provide a written maintenance summary report

A deep grooming maintenance session for a typical size field inside a running track takes approximately three to four hours. We make every attempt to schedule your service so as not to interfere with afternoon practice sessions or games.

Section 5 Required Regulatory Disclosure

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. This conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure:

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- Neither CMA nor any of its Associated Persons are currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).

- CMA has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures:
As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

***Section* 6 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

***Section* 7 Modification and Termination**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Town or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

Richard Tortora

Richard Tortora
President

TOWN OF HAVERSTRAW, NEW YORK

By:_____

Name: _____

Title: _____

PRICE PROPOSAL

RECREATION COMPLEX SKATEPARK
HAVERSTRAW, NY | SOURCEWELL MEMBER #76986
DECEMBER 10, 2024

SPOHN RANCH SOURCEWELL CONTRACT # 112420-SRI

SPOHN RANCH SCOPE OF WORK:

- Fine Grading & Feature Shaping
- Bowl Excavation & Shaping
- Specialty Steel Fab + Install
- Form, Reinforce, Place and Finish Poured-in-Place Concrete Skate Features
- Place and Compact Base Course (GC to provide material stock-pile)
- Form, Reinforce, Place and Finish Place Poured-in-Place Concrete Flatwork
- Drain Body Supply & Install (GC to have drains stubbed out)
- Jointing and Sealing
- Fine Grade Perimeter and Disturbed areas

BASE BID: **$849,517.20**

MINI RAMP ADD ALT 1: **$50,000.00 ***

POOL COPING ADD ALT 2: **$20,000.00**

COLORED CONCRETE ADD ALT 3: **$30,000.00**

* If accepted scope delineation as laid out in this proposal is applicable

EXCLUSIONS:

- Bonding, Permitting, 3rd party Testing/Inspections, Union Labor Requirements
- Taxes, except for payroll taxes and sales taxes on materials when project is not tax exempt
- Graffiti removal and application of anti-graffiti coatings
- Any work not expressly described in Spohn's scope of work

CLIENT TO PROVIDE / PROVIDED BY OTHERS:

Spohn requires the following to be provided by the Client or another third party. Spohn's proposal is expressly conditioned upon the following assumptions and any variance voids the quote. Spohn will not indemnify or accept any risk of loss related to the items set forth below.

- Construction Entrance, Fencing & Site Security
- Unobstructed site access, suitable in Spohn's judgement, for tractor trailers and concrete trucks to chute-deliver concrete directly at skatepark footprint
- Erosion and sediment control for overall project site which will include skatepark site
- Temporary access to restroom, water source, power source and dumpster within 150' of skatepark footprint
    - NOTE: Concrete washout will be placed in dumpster upon completion of the concrete scope
    - NOTE: Potable water delivered via ¾" garden hose at 45 psi minimum
    - NOTE: Power need is 2-4 outlets (110v). If power is not within 150', a 20amp / 110v generator will work
    - NOTE: Dumpster to be 20-yard, capable of taking construction debris, concrete chunks, sod, etc.
- Protection of existing infrastructure within overall project footprint
- Compacted rough grade to +/- .1' of rough grading plan as shown in construction drawings
- Drain-line stub out
- Export cut material generated by Spohn's fine grading & bowl excavation
- Supply of base course (stockpile on site adjacent to skatepark footprint)
- Paving outside of skatepark footprint
- Joints for paving abutting concrete placed by Spohn
- Topsoil, landscaping, irrigation and site restoration

TERMS & CONDITIONS:

The following terms are expressly part of this proposal and any subsequent agreement between Client and Spohn similarly shall incorporate these terms. In the event that no further contract is entered into, the terms set forth in the proposal shall constitute the entire agreement between the parties.

- Acceptance of the work shall be commercially reasonable and expeditious
- Failure to object to work within a reasonable time shall constitute deemed acceptance
- Spohn shall have approval rights as to any initial project schedule, and all subsequent schedule changes
- Spohn shall accept no risk of loss outside of its direct control
- All discretion attributed to Client in any contract shall be subject to commercial reasonableness standard
- Spohn shall not indemnify Client for losses not proximately and solely caused by Spohn
- Spohn must approve any material increases in scope in writing including agreeing to an equitable adjustment of contract price and time changes in scope in writing
- All modifications, waivers, alterations to be charged against Spohn must be written and signed by Spohn's authorized representative
- Any increase in the price of raw materials anticipated to be used in Spohn's scope greater than ten percent (10%) occurring after execution of this proposal shall constitute a material changed condition necessitating an equitable adjustment to the contract price
- The price contained in this proposal is valid for thirty days and may be accepted by issuance of a notice to proceed or any similar instruction whereby Client indicates desire to commence project. The price is further conditioned upon Client's delivery of all items outside Spohn's scope of work upon which Spohn's work may be predicated.
- Spohn shall have the right to cure any alleged default within a reasonable time
- Client acknowledges that Spohn is not party to any organized labor agreements. Client agrees that Spohn will not be responsible or liable for any issues, injuries or damages, relating to labor peace, strikes, picketing or otherwise, regardless as to cause. Client agrees that delays related to labor issues shall constitute a contractual delay and entitle Spohn to additional time to perform for the length

of the delay, and compensation for any additional costs incurred. These terms are material conditions to Spohn's willingness to provide a proposal to Client.

- Payment terms – 25% due upon contract, 40% due upon delivery of skate elements to the site, 35% due within 10 days of completion of Spohn's scope of work
- Any payments not made according to terms will be considered delinquent and interest will accrue at the rate of 1.5% per month
- The proposal is based upon skate elements shipping directly to the site to be immediately unloaded and installed by Spohn's factory installers. If other arrangements must be made, installation costs will increase due to additional equipment needs, time, and labor required, which will be submitted to the Client via change orders.
- In the event that other entities affect the site conditions adversely or impede the progress of Spohn's scope, the Client shall be responsible for any additional costs
- Any liability of Spohn which relates to the sale, manufacture, delivery, resale, installation or use of any goods sold by or furnished by Spohn, whether arising out of contract, negligence, strict tort, under any warranty or otherwise, shall be limited to Spohn's choice of the following: the repair of the goods; the replacement of the goods; the cancellation of the contract, return of the goods in question to Spohn, and Spohn's refund of the purchase price
- In no event shall Spohn's liability exceed the price of the specific goods upon which the liability is based
- In addition, Spohn shall not, under any circumstances, be responsible for special, consequential, or incidental damages such as, but not limited to, damage to or loss of other property; loss of profit, revenue or reputation; loss of capital; loss of purchased or replaced goods; or claims for delays, back charges, or loss of use
- Spohn reserves the right to makes any corrections as necessary to typographic errors
- In the event of any action, suit, arbitration, or other proceeding of any nature is brought in connection with the payment terms related to these Terms and Conditions, any related agreement, or Spohn's provision of goods, services, products, or to recover any of Spohn's property ("Dispute"), the prevailing party shall be entitled to recover its reasonable attorney's fees, expert-witness fees, other litigation costs and fees (e.g., deposition costs, trial preparation costs, etc.), and other costs and expenses of suit, judgment or award Any Dispute including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by the American Arbitration Association (AAA) pursuant to its Commercial Rules or by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate costs, reasonable attorney's fees, expert-witness fees, other litigation fees and expenses including the costs of arbitration to the prevailing party in accordance with the Attorney's Fees provision. Judgment on any arbitration award may be entered by any court of competent jurisdiction.
- These Terms and Conditions are necessarily incorporated by reference into any other related agreement; Client agrees that California law shall govern the relationship between the Client and Spohn to the fullest extent of applicable law including enforcement of any part of these Terms and Conditions or any other related agreement between or among Client and Spohn.
- Each Term and/or Condition herein is severable in the event one or more provisions are unenforceable for any reason

DESIGN. BUILD. COME TOGETHER.

PRICE PROPOSAL

RECREATION COMPLEX SKATEPARK
HAVERSTRAW, NY | SOURCEWELL MEMBER #76986
DECEMBER 10, 2024

SPOHN RANCH SOURCEWELL CONTRACT # 112420-SRI

BASE BID: **$849,517.20**

MINI RAMP ADD ALT 1: **$50,000.00**

POOL COPING ADD ALT 2: **$20,000.00**

COLORED CONCRETE ADD ALT 3: **$30,000.00**

SCOPE VALID FOR 30 DAYS FROM DECEMBER 10, 2024.

I AUTHORIZE THE PURCHASE OF THE PRODUCTS AND SERVICES FROM SPOHN RANCH INCLUDED IN THIS PROPOSAL ACCORDING TO THE SPECIFIED TERMS AND CONDITIONS.

SOLD TO: _____

_____

_____

CONTACT: _____

TELEPHONE: _____

E-MAIL: _____

SHIP TO: _____

_____

_____

CONTACT: _____

TELEPHONE: _____

E-MAIL: _____

SPOHN RANCH REPRESENTATIVE:

_____

_____

PURCHASE AUTHORIZED BY:

_____

DATE: _____

Estimate

Order #	Date
S27447	11/21/2024

Greenfields Outdoor Fitness,Inc
2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Bill To:	Ship To:
NY - Town of Haverstraw - Recreation Improvements Phase III Town of Haverstraw One Rosman Road Garnerville, NY 10923	NY - Town of Haverstraw - Recreation Improvements Phase III Town of Haverstraw One Rosman Road Garnerville, NY 10923
Customer: NY - Town of Haverstraw	Contact: NY - Town of Haverstraw

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
CL	50% Deposit/ Balance	Origin	Freight		11/21/2024

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcewell Contract #	Sourcewell Contract# 010721-GRN Town of Haverstraw Sourcewell Account #96624		$0.00	1 ea	$ 0.00
2		SURFACE MOUNT INSTALLATION METHOD				
3	SGR070-03	2-Person Pull-Up & Dip Station (formerly SGR2005-1-70)	Green/Tan	$2,195.00	1 ea	$ 2,195.00
4	UBX244-01	Tricep Press (adjustable resistance)	Green	$6,595.00	1 ea	$ 6,595.00
5	UBX248-01	Shoulder Press (adjustable resistance)	Green	$6,595.00	1 ea	$ 6,595.00
6	UBX255-01	Arm Curl (adjustable resistance)	Green	$6,595.00	1 ea	$ 6,595.00
7	UBX258-01	Hip Twist (adjustable resistance)	Green	$6,595.00	1 ea	$ 6,595.00
8	UBX289-01	Upright Bike (with resistance)	Green	$2,795.00	1 ea	$ 2,795.00
9	UBX290-01	Rower (adjustable resistance)	Green	$6,595.00	1 ea	$ 6,595.00
10	UBX293-01	Bench Press (adjustable resistance)	Green	$6,595.00	1 ea	$ 6,595.00
11	UBX298-01	Leg Extension & Curl Adjustable Resistance	Green	$6,595.00	1 ea	$ 6,595.00
12		Subtotal				$ 51,155.00
13	Sourcewell Member Discount	Sourcewell Member Discount 7%				-$ 3,580.85
14	Shipping & Handling	Ships in large crates - forklift is needed to unload		$2,950.00	1 ea	$ 2,950.00
15	SM Installation	All units are Surface Mount installation method, installation NOT included and done by others		$0.00	1 ea	$ 0.00
16	Terms for Bidders	50% deposit with a signed order; Balance due upon receipt; Without payment bond, prepaid terms apply		$0.00	1 hr	$ 0.00
17	NOT Included	Installation NOT included and done by others		$0.00	1 hr	$ 0.00

Greenfields Outdoor Fitness,Inc
2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S27447	11/21/2024

Prices are valid for 60 days from the Estimate date.
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection, and overall Terms & Conditions. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/ court costs, etc. The undersigned customer authorizes Greenfields to ship items on this estimate and pay Greenfields the amount specified per payment terms listed on this estimate.

Subtotal:	**$50,524.15**
Sales Tax:	**$0.00**
Total:	**$50,524.15**

Approval signature: :_____ Date:_____

Signed by (print name) _____

November 21, 2024 7:51:39 AM PST

Price Proposal:	**Haverstraw Recreation Complex Phase II**
Location:	**Haverstraw, NY**
Date:	**11.21.2024**
Reference:	**11840-6/6/2024-1**
Sourcewell:	**Contract 081721-PRM**

Our Offer to Sell:

1. **Prefabricated Building delivered to site $656,779**
   Public Restroom Company herein bids to furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. **Turnkey Installation of the Building above $87,910**
   Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

   ***** Please note: If there is a Community Workforce Agreement or other regulation requiring local labor for installation, Public Restroom Company will not offer this full installation package. The building will be delivered to the site and offset with a crane only. The Owner or General Contractor will be responsible for installation, and a separate price will be issued for the crane and site supervision. Please see "Optional Building Installation Steps – By Others" on page 8.*****

3. **Owner/General Contractor Final Tie In of Utilities and other site work:**
   a. The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. **Total Cost of building and delivery: $744,689**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so owner/general contractor can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Delivery Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their delivery and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. Owner/general contractor provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. Owner/general contractor provides and connects the interior building utility connections and the Owner/General Contractor, or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:
PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers

with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:
Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation Supervision:

Site Inspection:
PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

depending on local rates. PRC will provide written costs for this additional work by change order.

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:
Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:
This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

Optional Building Installation Steps – By Others:
If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

1. **Underground Utility Prep: *Reminder - 8" slab arrives with the building***
   a. Owner/ General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided with submittal drawings.
   b. Owner/ General Contractor to trench utility lines to meet the drop locations.
   c. Owner/ General Contractor to assemble the underground sewer piping, electrical conduit, and install underground water line.
   d. Trench and install building utilities.
   e. Slope the sewer to code (minimum 2%).
   f. Shade pipes with sand while waiting for the underground inspection.
   g. Pass local building underground inspection.
   h. Backfill with course mason sand around all the plumbing risers.
   i. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's.

2. Building Off-Load and Set:
   a. Remove plastic shrink wrap.
   b. Remove steel tie-down plates from building slab and install provided pick plates.
   c. Remove the electrical conduit from the main panel, clear all block out grates.
   d. Hook up the rigging and install protection from rigging at the fascia.
   e. Pick the building slowly, lift the building up 1 inch off the trailer to make sure building is secure. Check the level of the building and adjust with shackles.
   f. Set the building on the sub-grade at marked location.
   g. Repeat for any additional building modules.

3. **Final Install Steps:**
   a. Make sure the building is level and aligned properly (block joints, cap beam, concrete slab, plumbing, fascia, ridge, etc.)
   b. Dry in the roof including caulking joints at the fascia.
   c. Connect all interior plumbing, including clean outs before the exterior sewer POC.
   d. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer ground that is located under the panel.
   e. Touch up paint, as needed.
   f. Sweep out all the rooms, wipe all fixtures and doors, etc.
   g. Install backer rod where the building modules join.
   h. Install self-leveling caulking on the floor slab joints where the building modules meet.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____

Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

_____ _____

Authorized Signature **Date Signed**

_____ _____

Printed Name **Legal Entity Name and Address**

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

11/22/2024
Quote #
101350-02-14

NY Haverstraw Town of Haverstraw Recreation Complex - Surfacing - Option B

Suburban Consulting Engineers
Attn: Kevin O'Keefe
96 US Highway 206, Suite 101
Flanders, NJ 07836-9225
United States
Phone: 732-282-1776 Ext. 3321

Ship to Zip 10923

Quantity	Part #	Description	Unit Price	Amount
1	PIP	GT-Impax - Supply & Install of 13,975 SF of 50/50 Black/Standard Color Poured In Place Surfacing - With Aliphatic Binder- • Blue/Light Blue colors • 3.75" Thickness for 8' CFH • Includes graphics as submitted - basic Yin Ying • Prevailing wages. • Price does not include site prep, stone base, borders, or site security. • Aliphatic binder.	$321,362.00	$321,362.00
Contract: OMNIA #2017001134			**Sub Total**	$321,362.00
			Total	$321,362.00

Comments

- **OPTION 1 - Supply & Install 4" Thick Stone Base: ADD $64,911.16**
- **OPTION 2 - Supply dumpster for waste disposal: ADD $4,918.04**

OMNIA Contract #2017001134

Shipping to Garnerville, NY.

Sales tax is not included.

KD/ja

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11/22/2024
Quote #
101350-02-14

NY Haverstraw Town of Haverstraw Recreation Complex - Surfacing - Option B

NOTES: It is the customer's responsibility to verify total square footage of materials.

- Poured in place must be installed on asphalt, concrete or crushed stone surfacing.
- Grading and base preparation of area is required prior to installation of above surfacing.
- Base must meet GTImpax Architectural Specifications.
- All ground preparation is the responsibility of the customer.
- Customer must be on site at time of delivery.
- Customer is responsible for overnight security of the site. A large turning area is required for access by tractor/trailer.

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to **GAMETIME, c/o MRC.** Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING/PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation. **Payment terms**: Purchase order made payable to **GameTime**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

SHIPMENT: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

FREIGHT CHARGES: Prepaid and added at time of invoicing.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

RECEIPT OF GOODS: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; borders and drainage provisions.

TO ORDERr: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

11/22/2024
Quote #
101350-02-14

NY Haverstraw Town of Haverstraw Recreation Complex - Surfacing - Option B

Acceptance of quotation: **(ALL INFORMATION REQUIRED)**

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimilie: _____

Purchase Amount: **$321,362.00**

Order Information: **(ALL INFORMATION REQUIRED)**

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

11/22/2024
Quote #
101350-01-13

NY Haverstraw Town of Haverstraw Recreation Complex - OMNIA Pricing w/ Install

Suburban Consulting Engineers
Attn: Kevin O'Keefe
96 US Highway 206, Suite 101
Flanders, NJ 07836-9225
United States
Phone: 732-282-1776 Ext. 3321

Ship to Zip 10923

Quantity	Part #	Description
1	13643	GameTime - Pro 4000
2	6142	GameTime - Whirlwind Seat Tilted (F/S)
2	6143	GameTime - Whirlwind Seat Straight (F/S)
1	6272	GameTime - Merry-Go-All
1	RDU	GameTime - Custom PowerScape 2-5 Unit
1	RDU	GameTime - Custom PowerScape 5-12 Unit
1	5923SP	GameTime - GT Ripple
1	RDU	GameTime - 4-Bay PrimeTime Swings with (4) Belt Seats, (2) Tot Seats, (1) Expression Swing with Tot Seat, and (1) Expression Swing with Adaptive Seat
1	INSTALL	GameTime - Installation by a Certified GameTime Installer
		Total $750,035.77

Comments

OMNIA Contract #2107001134

Shipping to Garnerville, NY.

No safety surfacing is included in the above price.

Sales tax is not included. Please supply a copy of your tax exempt certificate when placing your order.

KD/ja
CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY **"PLAY PALETTES"** LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. **GAMETIME PLAY PALETTE: _____ NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.**

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

11/22/2024
Quote #
101350-01-13

NY Haverstraw Town of Haverstraw Recreation Complex - OMNIA Pricing w/ Install

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to **GAMETIME, c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation. Payment terms: Purchase order made payable to GameTime. 75% due Net 30 days after ship date and 25% Balance due upon completion of project for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order will ship within 12-18 weeks after GameTime's receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

INSTALLATION: ***Installation by a Gametime Certified Installer.***

- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling **888-DIG-SAFE** a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- The installation of the safety surfacing and/or border timbers is not included in the above price.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, check in full and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

11/22/2024
Quote #
101350-01-13

NY Haverstraw Town of Haverstraw Recreation Complex - OMNIA Pricing w/ Install

Acceptance of quotation: **(ALL INFORMATION REQUIRED)**

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimilie: _____

Purchase Amount: **$750,035.77**

Order Information: **(ALL INFORMATION REQUIRED)**

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

December 18, 2024

Via Electronic Mail (mgamboli@townofhaverstraw.org)

Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923

Attn.: Michael J. Gamboli
Director of Finance

Re.: Town of Haverstraw, County of Rockland, State of New York
Haverstraw Recreation Complex Improvements – Phase 3
Contract 1 & Contract 2
Cooperative Agreement Proposal Review & Recommendation
File No.: SCE-R09755.071

Dear Mr. Gamboli:

SUBURBAN ENGINEERING teamed with **SUBURBAN CONSULTING ENGINEERS, INC.** on the above-mentioned project and are referenced herein as the SCE Project Team (SCE).

On Friday, December 13, 2024, Cooperative Agreement Proposals were received for this project for Contract 1 and Contract 2. SCE has tabulated the two (2) Proposals in detail on the enclosed ***Bid Tabulation Summary***, including the engineer's unit price estimate.

This Proposal Package includes a Base Bid amount for Contract 1 and Contract 2. The intended basis of contract award is to award the complete contract (Contract 1 plus Contract 2) to the lowest responsive Proposal Package. The Engineer's Cost Estimate for Contract 1 plus Contract 2 is $2,598,680.00. The total Proposal amount from each contractor ranged from $2,466,054.00 to $3,128,630.00 and the breakdowns are shown in the summary below.

BIDDER	CONTRACT 1	CONTRACT 2	TOTAL AMOUNT
The LandTek Group, Inc.	$2,238,354.00	$227,700.00	$2,466,054.00
Applied Landscaping Technologies / Athletic Fields of America	$2,930,630.00	$198,000.00	$3,128,630.00
Engineer's Estimate	*$2,261,680.00*	*$337,000.00*	*$2,598,680.00*

As directed by the Town, SCE had solicited reputable Proposals from contractors qualified to complete the unique nature of the project work. Our review of the two (2) proposal packages indicates that ***The LandTek Group, Inc. (LandTek),*** *whose offices are located in Bay Shore, New York,* is the apparent low responsive contractor for Contract 1 and Contract 2. SCE has checked the state and federal level debarment lists to confirm that LandTek does not have an active exclusion from award consideration. All other aspects of their bid appear to be complete.

Based on the above, SCE recommends awarding Contract 1 and Contract 2 to ***The LandTek Group, Inc.*** in the amount of **$2,466,054.00**, subject to receipt of Authorization to Town of Haverstraw, Attorney review of the bid submission packages and availability of funding.

Should there be any questions regarding this recommendation, please contact our office. Thank you.

Very truly yours,
SUBURBAN ENGINEERING

Robert Gregoria

Robert Gregoria, PE
Senior Project Manager

kjo/nld

Enclosures: Bid Tabulation Summary

STONEFIELD

December 17, 2024

Annette Hendrie
Town of Haverstraw Planning Board
1 Rosman Road
Town of Haverstraw, NY
atorres@townofhaverstraw.org

Contract Proposal – Professional Traffic Engineering Services
Proposed Cannabis Dispensary
Block 4, Lot 1
81 West Ramapo Road
Town of Haverstraw, Rockland County, New York

Annette:

Per our recent discussion, it is understood that you have requested a Proposal for Professional Traffic Engineering Services to assist in the technical review of the development referenced above. As part of the workscope contained herein, the Traffic Impact Study and Site Plan will be reviewed and one (1) technical review letter will be generated. Professional traffic engineering testimony will also be provided at one (1) Planning Board public hearing. Note that any subsequent work (i.e. review of additional submissions, attendance of additional hearings, etc.) is subject to our standard rate of $145/hour for municipal review work. **The workscope associated with this proposal shall be specifically defined in Appendix A.**

Upon consultation with your office, supplemental proposals and/or addendums for additional work requested will be issued for activities above and beyond the workscope outlined in Appendix A. Invoices for professional services provided and expenses incurred will be submitted on a monthly basis beginning on the month following the execution and return of this contract. Invoices are payable within thirty (30) days of receipt to continue providing professional services related to the project scope. This proposal will be valid for ninety (90) days from the date of this proposal. **The Contract Proposal shall be subject to the Standard Provisions for Professional Services as defined in Appendix B.**

Thank you for the opportunity to provide our Proposal for Professional Traffic Engineering Services as part of this development project. **Should you be agreeable to this Contract Proposal and want to initiate our services, please provide our firm with a signed and dated copy of this document and initial all attachments.** If you have any questions or comments or wish to discuss this Contract Proposal in further detail, please feel free to contact our office at your convenience.

Best regards,

Matthew J. Seckler, PE, PP, PTOE

Joshua Herman

Joshua Herman, PE
Stonefield Engineering and Design, LLC

AGREED TO AND ACCEPTED:

Town of Haverstraw
Client Entity

Howard Phillips Jr.
Authorized Representative (print name)

Signature

12/19/2024
Date

Z:\LIC\NYC\2024\NYC-240247 Town of Haverstraw - 81 West Ramapo Road, Haverstraw, NY\Proposals & Billing\Stonefield Proposals\2024-12-17_Proposal for Professional Traffic Engineering Services - Haverstraw, NY.docx

STONEFIELD

APPENDIX A
CONTRACT PROPOSAL FEE SUMMARY (1 OF 1)

TRAFFIC ENGINEERING SERVICES

TASK	DESCRIPTION OF SERVICE		CONTRACT AMOUNT
T-7	• Review of Traffic Impact Study & Site Plan • Preparation of One (1) Review Letter		$ 2,500.00
	• Attendance at One (1) Planning Board Public Hearing	(Allowance)	$ 900.00
	• Project Meeting & Project Coordination	(Allowance)	$ 1,000.00
	• Reimbursable Expenses	(Allowance)	$ 500.00

*** Contract Proposal Total is dependent on the extent of project management, project coordination, the number of hearings, and reimbursable expenses as outlined in Appendix B of this Contract Proposal.**

SERVICES NOT CONSIDERED WITHIN THIS CONTRACT PROPOSAL INCLUDE:

- Additional Attendance at Public Hearings
- Additional Meeting Attendance
- Environmental Impact Statement
- Preparation of Hearing Exhibits
- Construction Coordination & Administration
- Shop Drawing Review
- Jurisdictional agency requirements unable to be determined at the issue of this Contract Proposal
- Off-site Infrastructure Improvements
- Additional Review Letter Preparation
- Manual Turning Movement Counts
- Parking Counts
- Construction Inspections
- As-Built Services
- Any other service not specifically outlined in this Contract Proposal

Initial

STONEFIELD

APPENDIX B
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES

STAFF SERVICES	HOURLY RATE
Principal	$200.00
Senior Project Manager	$190.00
Project Manager	$150.00
Project Engineer	$125.00
Design Engineer	$105.00
Field Survey Technician	$190.00
Traffic Analyst	$90.00
Landscape Designer	$90.00
Office Survey Technician	$100.00
CADD Technician	$75.00
Administrative Assistant	$55.00
Public Hearing Attendance (Per Hearing)	$900.00

REIMBURSABLE EXPENSES	COST
Travel – Postage and Courier Mail Service	Cost
Travel – Tolls and Parking	Cost
Travel – Mileage Reimbursement	$0.67/mile
Reproduction – Color Exhibits / Plans	$8.00/Sheet
Reproduction – Black and White Exhibits / Plans	$4.00/Sheet
Reproduction – Reports	
Between 11 to 49 Pages	$7.50
Between 50 to 99 Pages	$15.00
Greater Than 100 Pages	$20.00
Fees – Applications and Permits	Cost + 10%
Fees – Outside Services and Equipment	Cost + 10%

TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Invoices will be issued on a monthly basis and are payable within thirty (30) days of receipt. Should payment not be received within thirty (30) days of receipt, Stonefield Engineering and Design, LLC ("Stonefield") reserves the right to cease all services immediately upon the issuance of written correspondence. Unpaid balances beyond 60 days are subject to interest at a rate of 1.50% per month.
2. **OWNERSHIP AND USE OF DOCUMENTS:** All reports, analyses, plans, correspondence, and other items prepared by Stonefield are to remain the property of Stonefield. Upon request, the client will be provided copies of finalized documentation for reference purposes after full payment for all services has been received.
3. **CONFIDENTIALITY:** Technical and pricing information in this document are confidential and the property of Stonefield. All associated information is not to be disclosed or made public without the written consent of Stonefield.
4. **TERMINATION:** This agreement for services may be terminated by Stonefield effective immediately upon receipt of written notice. Stonefield will be due the amount for all services and reimbursable expenses rendered to the date in which written notice of termination is provided.
5. **PROFESSIONAL RESPONSIBILITY:** Stonefield cannot guarantee the receipt of approvals or entitlements and is not responsible for the time to receive approvals. Stonefield will perform the services identified in the attached Contract Proposal consistent with the level of care of comparable firms in the same industry, working under similar conditions at the time services are performed.

Initial

Proposal

Woodchuck Trapping and Removal for
The Town of Haverstraw 2025

Submitted to:

Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Submitted by:

Thomas J. Maglaras
Carl Lindsley
Nuisance Wildlife Control Agents
2 Lath Lane
West Nyack, NY 10994
(845) 623 – 1894

Proposal-Haverstraw Landfill

Introduction:

Propose woodchuck trapping and removal from the Haverstraw Landfill.

Scope of Work:

To locate woodchuck holes at the landfill and place a trap #220 over every hole, (this is a body gripping trap). These traps will be checked daily and any woodchucks caught, will be removed.

Cost:

The initial set up fee is $1,250.00 and $135.00 per woodchuck caught.

Proposal-Bowline Park

Introduction:

Propose woodchuck trapping and removal from Bowline Park.

Scope of Work:

To locate woodchuck holes at the park and place a trap over every hole that is found. Please note that these traps are "body gripping" traps, so if the hole is located in a high public traffic area, the trap will not be placed for safety reasons. These traps will be checked daily, and any woodchucks that are caught will be removed.

Cost:

The initial set up fee is $950.00 and $135.00 per woodchuck caught.

Thank you.

Thomas Maglaras

Canada Goose Egg Addling Proposal for The Town of Haverstraw 2025

Submitted to:

Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Submitted by:

Thomas J. Maglaras
Carl Lindsley
Nuisance Wildlife Control Agents
2 Lath Lane
West Nyack, NY 10994
(845) 623 – 1894

Proposal

Work Proposal

I am proposing a Canada goose egg-addling program for the following sites:

- Bowline Park*
- Pecks Pond
- Pond at Rockland County Park, off Gagan Beach Road*
- Creek along Orange and Rockland Bowline Plant*
- Ponds at landfill*
- Minnisceongo Creek at Keahon Salvage, Heliport pad and Hudson shoreline*
- Philip J Rotella Golf Course
- Ponds near Suffern Lane
- Minnisceongo Creek from Donaldson Lane to Central Avenue
- Hudson Shoreline south of Bowline Park up to and including Tilcon quarry property (site will be highlighted on attached map)
- Marsh inlet west of boat launch up to Stony Point property (site will be highlighted on attached map)
- Haverstraw Recreation Center on Chapel Rd.

*Areas are highlighted on attached map

Work to be performed:

We will visit each of these sites twice to addle goose eggs. Since eggs are laid over the span of many days, and different geese nest at different times, two site visits are necessary to ensure the most number of eggs are located and addled. Site visits will approximately be 10 to 15 days apart. We have found this to be the optimum time period to maximize the number of eggs addled. While at these sites, detailed maps of nesting locations will be made with the corresponding number of eggs located at each visit. The estimated start date for the project will be approximately mid April.

The start date cannot be definite due to the nature of weather patterns and avian reproduction biology; a cold spring will delay nesting and a warm spring could bring about early nesting. At completion of work, a detailed report of visited nesting sites will be made available. This report will also include recommendations for possible expansion of sites in upcoming years.

I will once again obtain permission from Orange and Rockland Utilities, Rockland County Parks and Tilcon Industries for permitted access to any of the aforementioned areas located on their properties.

Cost:

$6,000– Two visits, 10-15 days apart

Thank you.

Thomas J. Maglaras

2025
EGG ADDUNG
TO BE CHECKED





VJNetworks, Inc.
8 Brooks Circle
Garnerville, NY 10923
http://www.vjnetworks.com
jmutone@vjnetworks.com

Invoice

Date	Invoice #
1/6/2025	23861

P.O. No.	Terms
	Net 30

Bill To

Town Of Haverstraw
Accounts Payable
1 Rosman Rd.
Garnerville, NY 10923

Ship To

Police Department
Town Of Haverstraw
101 W. Ramapo Road
Garnerville, NY 10923

Item	QTY	Description	Rate	Serviced	Amount
		Computer Equipment for the new K9 Unit			
HARD...	1	Panasonic Toughbook 55 - 14"" - Intel Core i5 - 1345U - 16 GB RAM - 512 GB SSD, Includes Setup	3,579.19		3,579.19
HARD...	1	Brother PocketJet 822 - Thermal printer	444.14		444.14
HARD...	1	L-Tron 4910LR Next Gen Area-Imaging Scanner	517.20		517.20

VJNetworks is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services, Hardware or Software and shall not be liable to customer or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this the Services, Hardware or Software for any economic loss of any kind whatsoever.

Limitation of Liability:
Customer acknowledges that the allocation of risk reflects the price paid for the Services provided by VJNetworks. If any exclusion or limit of liability is held to be invalid and VJNetworks become liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the customer for the Services. No action, claim or demand may be brought by customer against

Subtotal	$4,540.53
Sales Tax (0.0%)	$0.00
Total	$4,540.53
Payments/Credits	$0.00
Balance Due	$4,540.53

TOWN OF HAVERSTRAW
J. Bart Gordon
Superintendent of Highways

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
JOHNNY ORTIZ
RALPH W. KIRSCHKEL
Councilmen

January 2, 2025

To: Supervisor Phillips
Town Councilmen

From: J Bart Gordon

Re: Shop Compressor

The Town Highway Department will need to purchase a replacement shop compressor for our maintenance facility. Our current compressor requires repairs that exceed the cost of a new unit.

W.W. Grainger Inc.

Model #: 2545E10-P-200-3

INGERSOLL RAND Electric Air Compressor: 10 hp, 2 Stage, Horizontal, 120 gal, 35 cfm, 175 psi

Price: $6539.99 plus shipping

State Contract # PC69879

Respectfully,

John B. Gordon

113 THIELLS MT-IVY ROAD | THIELLS, NEW YORK 10984 | (845) 429-9126 | (845) 429-2835 FAX

NEW YORK STATE OF OPPORTUNITY.
Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

AGREEMENT FOR

INDUSTRIAL AND COMMERCIAL SUPPLIES AND EQUIPMENT (STATEWIDE)

BY AND BETWEEN

NEW YORK STATE

OFFICE OF GENERAL SERVICES

AND

W. W GRAINGER, INC. D/B/A GRAINGER

CONTRACT NUMBER PC69879

GRAINGER

Filter

Showing results for "INGERSOLL RAND ELECRIC AIR COMPRESSOR 2545E10-P-200-3"

1 product

Stationary electric air compressors install in a fixed location and are often connected to a distributed air system. The type and size of air compressor needed is based on the air flow requirements, measured in cubic feet per minute (cfm), of the tools and equipment that the air compressor will be operating simultaneously.

Clear All



Splash Lubricated Stationary Electric Air...

Clear All Brand INGERSOLL RAND ×

Splash Lubricated Stationary Electric Air Compressors



Splash-lubricated stationary electric air compressors use a dipper attached to a rod that scoops oil out of the reservoir and throws droplets onto the compressor's internal components to lubricate and cool them during operation. These air compressors require oil refills and oil changes.

Horizontal

2 Stage

Output Power	Free Air Flow Rate @ Maximum Pressure	Maximum Operating Pressure	Tank Size	Input Voltage	Phase	Brand	Fully Packaged
10 hp	35 cfm	175 psi	120 gal	200V AC	Three	INGERSOLL RAND	$6,539.99

Chat with an Agent

TOWN OF HAVERSTRAW

J. Bart Gordon
Superintendent of Highways

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
JOHNNY ORTIZ
RALPH W. KIRSCHKEL
Councilmen

January 2, 2025

To: Supervisor Phillips
Town Councilmen

From: J Bart Gordon

Re: External Power Connection

Upon inspection by our electrical vendor, it was determined that our emergency generator is no longer able to power our building during power outages. I intend to pursue a replacement of the generator as a Capitol Project in 2025.

As a stop-gap measure that will allow fueling, heating, and door operation, we will install a 100Amp/3 Phase manual transfer switch on the exterior of the building to allow us to power the system at any time with our portable generator.

Enclosed is the low bid of $4679.00 from Nytko Electric Inc. of Thiells, NY.

As always I am available for any questions or comments.

Respectfully,

John B. Gordon

113 THIELLS MT-IVY ROAD | THIELLS, NEW YORK 10984 | (845) 429-9126 | (845) 429-2835 FAX

TOWN OF HAVERSTRAW

J. Bart Gordon
Superintendent of Highways

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
JOHNNY ORTIZ
RALPH W. KIRSCHKEL
Councilmen

January 2, 2025

To: Supervisor Phillips
Town Councilmen

From: J Bart Gordon

Re: Emergency Generator Pricing

Please be advised we had three vendors visit for proposals:

All Bright Electric: Did not submit quote.

DeLeonardis Electric: Enclosed

Nytko Electric: Enclosed

Respectfully,

John B. Gordon

113 THIELLS MT-IVY ROAD | THIELLS, NEW YORK 10984 | (845) 429-9126 | (845) 429-2835 FAX

NYTKO ELECTRIC INC
48 RIVERGLEN DRIVE THIELLS NY

Proposal

PROPOSAL NO.

SHEET NO.

DATE 12/14/2024

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME TOWN OF HAVERSTRAW	ADDRESS TOWN GARAGE
ADDRESS	
	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1 3 PHASE 100AMP HD SFTY SW ON EXSTING WIRING FROM PANEL TO PANEL

1 100 AMP RECEPTACLE AND DEVICE BACK BOX

INSTALATION TIME UNKNOWN DUE TO SUPPLY CHAIN AVAILBILTY

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of 4179.00

Dollars ($ 4179.00) with payments to be made as follows.

FULL PAYMENT ON FINISH

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted WN

Per

Note — this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature

DE LEONARDIS ELECTRIC

P.O. Box 108 ~ Garnerville, N.Y. 10923 Phone: (845) 947-1572 Fax: (845) 429-2206

PROPOSAL

September 26, 2024

Town of Haverstraw
Highway Department
113 Thiells Mt. Ivy Road
Thiells, NY 10984

Attention: J. Bart Gordon
Superintendent of Highways
Email: bgordon@townofhaverstraw.org

Work #: 845-429-9126
Cellular #: 845.323.5921

- Supply And Install One (1) 200Amp 3-Phase 120/208Volt Marvel Transfer Switch Near Main Electrical Panels To Power Existing Emergency Panel
- Provide One (1) 200Amp 3-Phase 120/208Volt 4-Wire Generator Inlet Port – Mounted To Exterior Of Building

TOTAL COST FOR THE ABOVE: $11,500.00

Note: Above price quote valid for thirty (30) days from this dated proposal.

Respectfully submitted,

Antonia DeLeonardis Johnson

ADJ/alm2

PAYMENT TERMS:

- **50% Deposit Due With Signed Contract/50% Balance Due Upon Completion Of Project**

ACCEPTANCE OF PROPOSAL:

- **The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. In the event of a default, should it become necessary to place this account for collection, I will be responsible for all costs of collection including but not limited to attorney's fees.**
- **Any unforeseen obstacles, additional work added after signed proposal and/or extra time needed, beyond contractor's control, to complete job will be at an additional cost based on Time and Material rates.**
- **By signing this acceptance, I understand it is a binding and legal contract/document.**

Authorized Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

1/8/2025

Town of Haverstraw town board:

I am requesting the approval for the following chemicals for the Philip J Rotella memorial golf course. This is the early order pricing plan with Metro Turf specialists and prices are agency set. We have been using these early order programs for years for significant savings each year. The list below is from Emerald Isle products. Please feel free to ask me any questions or concerns. Thank you.

Chris Dyroff



Chris Dyroff
Golf Course Superintendent
Philip J. Rotella Memorial golf course

12 cases CPR	$2,580

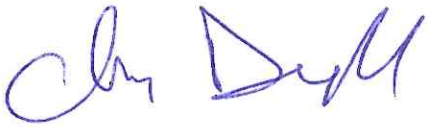
24 cases fairway sequential iron	$4,296
6 cases Nitrogen 19-1-6	$1,290
10 cases N-P-K Phosphite	$1,275
6 cases Silicone	$1,380

1/8/2025

Town of Haverstraw town board:

I am requesting the approval for the following chemicals for the Philip J Rotella memorial golf course. This is the early order pricing plan with Metro Turf specialists and prices are agency set. We have been using these early order programs for years for significant savings each year. The list below is from Envu. Please feel free to ask me any questions or concerns. Thank you.

Chris Dyroff



Chris Dyroff
Golf Course Superintendent
Philip J. Rotella Memorial golf course

8 cases Deniscor	$5916.80✓

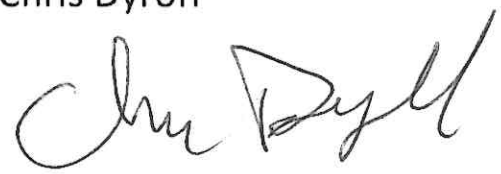
4 cases Mirage	$1,952
68 bags Siganture stressguard	$13,110.40
4 cases interface	$3,952

1/8/2025

Town of Haverstraw town board:

I am requesting the approval for the following chemicals for the Philip J Rotella memorial golf course. This is the early order pricing plan with Metro Turf specialists and prices are agency set. We have been using these early order programs for years for significant savings each year. The list below is from Nufarm. Please feel free to ask me any questions or concerns. Thank you.

Chris Dyroff



Chris Dyroff
Golf Course Superintendent
Philip J. Rotella Memorial golf course

4 cases Tourney	$3,440

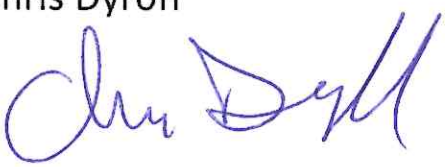
48 bags Anuew WDG	$5,673.60
6 bottles Millenium ultra	$1,632

1/8/2025

Town of Haverstraw town board:

I am requesting the approval for the following chemicals for the Philip J Rotella memorial golf course. This is the early order pricing plan with Metro Turf specialists and prices are agency set. We have been using these early order programs for years now for significant savings each year The list below is from Ocean organics. Please feel free to ask me any questions or concerns. Thank you.

Chris Dyroff



Chris Dyroff
Golf Course Superintendent
Philip J. Rotella Memorial golf course

4 cases Nautlis	$2,280 ✓
2 cases Privateer	$920 ✓

1/18/2025

Town of Haverstraw town board:

I am requesting the approval for the following chemicals for the Philip J Rotella memorial golf course. This is the early order pricing plan with Westchester Turf Supply and prices are agency set. We have been using these early order programs for years for significant savings each year. The list below is from Sygenta. Please feel free to ask me any questions or concerns. Thank you.

Chris Dyroff



Chris Dyroff
Golf Course Superintendent
Philip J. Rotella Memorial golf course

A2Z solutions pack $8,181 ✓

1 case Ference	$2,880 ✓
8 cases Daconil weather Stik	$3,360 ✓
1 link pack Acernity	$4,800 ✓
1 link pack headway	$5,080
13 cases Concert	$6,955 ✓
2 cases scimitar GC	$3,600 ✓
2 cases acelrpryn insecticide	$7,732
3 cases Medallion SC	$4,110 ✓

STATE OF NEW YORK: COUNTY OF ROCKLAND
TOWN OF HAVERSTRAW

----------x

In the Matter of the Petition of

ARIEL KONDOV

PETITION FOR ZONE CHANGE

For a Zone Change of Certain Real Property in the Town of Haverstraw Designated on the Tax Map of the Town of Haverstraw as Section 25.16, Block 3, Lot 40

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To the Honorable Board Members of the Town of Haverstraw:

Ariel Kondov ("Petitioner"), by its attorneys Zarin & Steinmetz, respectfully petitions to the Town Board ("Town Board") of the Town of Haverstraw ("Town") as follows:

1. Petitioner is the owner of real property known as 130 West Ramapo Road (Route 202) located in the Town of Haverstraw, Tax Map Designations 25.16-3-40 (the "Site"). A metes and bounds description of the Site is provided in the attached **Exhibit "A."** The Site, which is located on the north side of West Ramapo Road (Route 202) and the west side of Balsam Road, is presently in the Professional Office ("PO") Zoning District. A vicinity map reflecting the area's zoning is attached as **Exhibit "B."**

2. Petitioner respectfully requests that the Zoning Map of the Town be amended to designate the Site to be in the Town's Commercial ("C") Zoning District (the "Rezoning"), which would facilitate the redevelopment of this key entry point to the Town's commercial corridor through the construction of a two-story, approximately 8,000 square foot office building ("Project").

3. Pursuant to the Rezoning, Petitioner proposes to construct an office building on the Site. A copy of the proposed development is attached as **Exhibit "C."**

4. Petitioner's Rezoning seeks the amendment of the Town's official Zoning Map to rezone the Site to the C Zoning District from the PO Zoning District, which the

Petitioner respectfully submits would promote the reasonable development of the Site.

5. The Rezoning would enhance the Site as a key commercial gateway to the Town by allowing the optimal and most productive development of the Site through the Project.

6. In particular, the Rezoning would allow the development of the Site to be best situated in relation to both West Ramapo Road as well as the adjacent residential properties (5 Balsam Road, 15 Poplar Road, 17 Poplar Road, and 19 Poplar Road) through more appropriate bulk dimensional requirements.

7. The PO District requires a 50' of front yard depth (as opposed to 25' in the C District), which substantially affects the development potential of the Site because it is a corner lot. Since the Town Code prohibits development as well as off-street parking within front yard setback areas, remaining in the PO zone would push the entire Project, including the building and parking area, *closer* to the residential neighborhood (*See* Town Code § 167-61(D)(1)).

8. In contrast, with the requested Rezoning of the Site to the C District, Petitioner can locate the footprint of the building and parking areas *further away* from the residential properties to the rear. Doing so would provide a more substantial buffer to the residences and increase the quality of life for nearby residential property owners.

9. Moreover, as a result of the Rezoning, Petitioner's development on the Site could be more appropriately located closer to West Ramapo Road.

10. The property immediately to the east side of the Site, across the street on Balsam Road, is in the C District and contains a large, approximately 2.9-acre multi-tenanted shopping center.

11. In rezoning the Site from PO to C District, Petitioner seeks to align the Site with that development and promote this area as a marquee commercial gateway for the

Town.

12. The effect of the Rezoning is consistent with and advances the Town's official land use plans, as reflected in the Town Code (*see* Town Code § 167-1). Specifically, the Rezoning and the more appropriate bulk regulations contained in the C District will promote health and general welfare and prevent the overcrowding of land. Through more appropriate front yard setbacks, for example, Petitioner will be able to position the building footprint and parking areas in a way that reduces any negative externalities and minimizes overcrowding in the nearby area (*See* Town Code § 167-1(A)(1, 3, 5 and 6)).

13. Furthermore, the character of the C District supports the particular suitability of the proposed office use and militates strongly in favor of the Rezoning (*See* Town Code §167-1(B).)

14. In sum, Petitioner proposes the instant Zoning Map amendment as the most appropriate way to enhance the Site as a key commercial gateway for the Town, bring the Site into conformity with the surrounding area, and better accommodate adjacent residential parcels though more appropriate setback requirements.

15. Accordingly, Petitioner respectfully submits that the Rezoning is beneficial to the community and consistent with and advances the Village's official land use plans, as reflected in the Town Code.

16. In support of its petition, Petitioner is providing an Environmental Assessment Form attached as **Exhibit "D,"** which was previously provided to the Town, and a list of property owners within 500 feet attached as **Exhibit "E."**

17. As such, Petitioner respectfully petitions the Town Board to amend the Zoning Map of the Town of Haverstraw as proposed.

WHEREFORE, Petitioner respectfully requests that:

a. The instant petition be referred to the Planning Board of the Town of Haverstraw for its review and recommendation;

b. That upon receipt of said report from the Planning Board or the passage of 60 days without a report having been received by the Town Board, that the Town Board conduct a public hearing on said petition; and

c. Upon the Town Board granting the petition, the Zoning Map of the Town of Haverstraw be amended as proposed.

Dated: January 8, 2025
White Plains, New York

ZARIN & STEINMETZ

By: _____

Daniel M. Richmond, Esq.
Matthew Behrens, Esq.
Attorneys for Petitioner
81 Main Street, Suite 415
White Plains, NY 10601
(914) 682-7800

Exhibit A

Metes and Bounds Description of the Site

Fidelity Title Insurance Company

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Haverstraw, County of Rockland and State of New York, more particularly bounded and described as follows:

BEGINNING at a concrete monument set in the westerly side of Balsam Road, said point being the southeasterly corner of lands now or formerly of Studva and the northeasterly corner of the within described premises;

RUNNING THENCE along the westerly line of Balsam Road on a course of south 13 degrees 15, 00" east a distance of 175.30 feet to a point;

RUNNING THENCE on a curve to the right having a radius of 35.00 feet an arc length of 51.90 feet to a point in the northerly line of Route 202, as widened;

RUNNING THENCE along the same course of south 71 degrees 42' 45" west a distance of 18.08 feet to a point;

RUNNING THENCE continuing along the same on a course of south 66 degrees 35' 00" west a distance of 108.66 feet to a point;

RUNNING THENCE continuing along the same on a curve to the left having a radius of 721.28 feet an arc length of 41.14 feet to a point in the easterly line of lands now or formerly of Avguish;

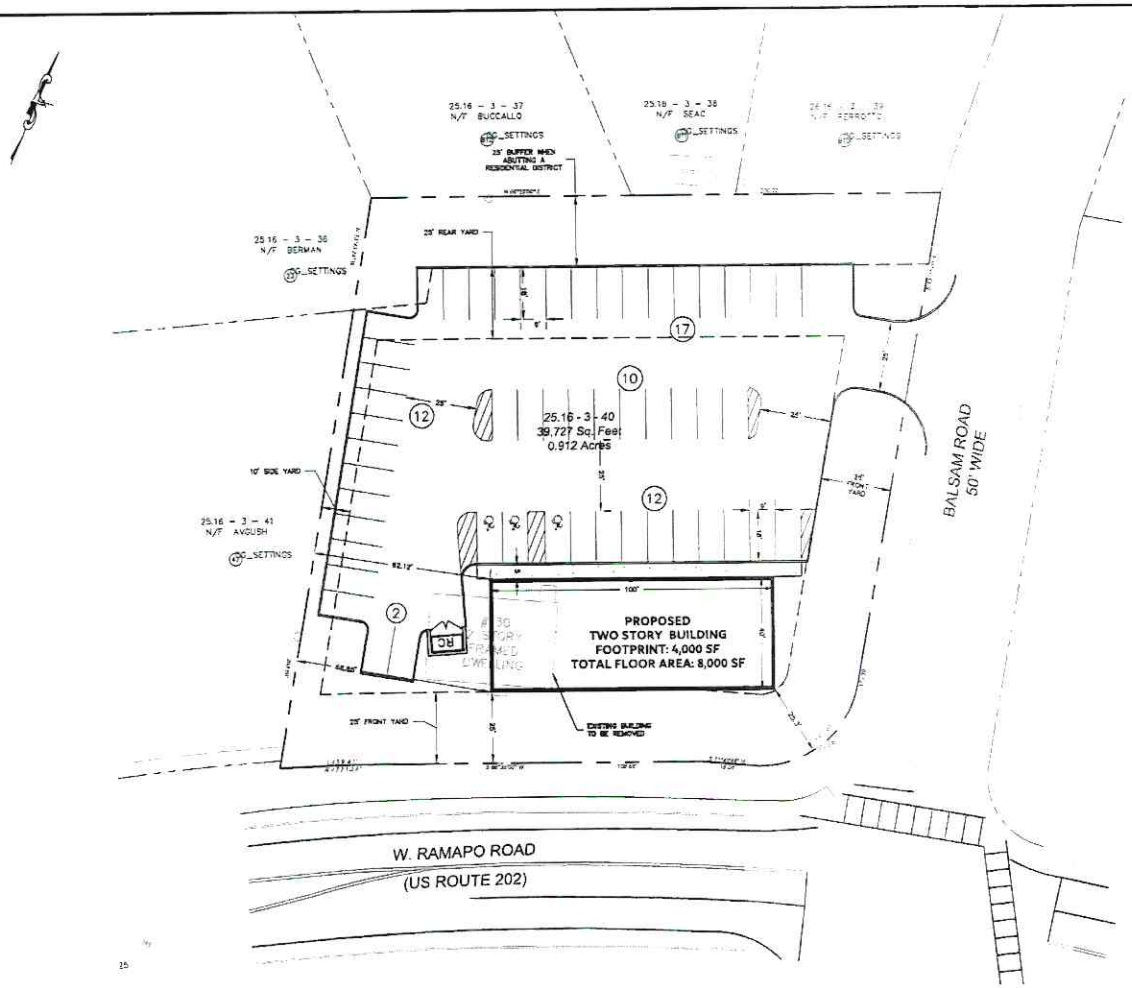
RUNNING THENCE turning and running along the same and along the easterly line of lands now or formerly of Popular Homes, Inc. on a course of north 13 degrees 15' 00" west a distance of 203.99 feet to an iron pipe;

RUNNING THENCE turning and running along the southerly line of lands now or formerly of Bucallo, Ciorra and Studva on a course of north 66 degrees 35' 00" east a distance of 200.30 feet to a concrete monument set in the westerly line of Balsam Road and the POINT or PLACE of BEGINNING.

FOR INFORMATION ONLY: Premises commonly known as 130 WEST RAMAPO ROAD, Garnerville, NY 10923

Exhibit B and C

Vicinity Map and Development Plan





VICINITY MAP
SCALE: 1"=300'

GENERAL SITE NOTES

1. SECTION 25.16 BLOCK 3 LOT 40.
2. EXISTING BACKGROUND INFORMATION TAKEN FROM DRAWING TITLED "SURVEY MAP FOR 130 WEST RAMAPO ROAD" DATED 4/20/23, PREPARED BY CIVIL TEC ENGINEERING & SURVEYING PC.
3. AREA OF TRACT: 39,727 SF
4. ZONE: PO – PROFESSIONAL OFFICE*
5. USE=OFFICE
6. RECORD OWNER/APPLICANT:
7. FIRE DISTRICT:
8. WATER DISTRICT:
9. WATER SUPPLIER:
10. SEWER DISTRICT:
11. THERE ARE NO COVENANTS, DEED RESTRICTIONS, EASEMENTS OR OTHER RESERVATIONS OF LAND RELATIVE TO THIS SITE, EXCEPT AS SHOWN ON THIS PLAN, SUBJECT TO THE FINDINGS OF A COMPLETE AND UP TO DATE TITLE SEARCH.
12. NO SIGN(S) OTHER THAN THOSE SHOWN ON THESE DRAWINGS ARE PERMITTED WITHOUT PRIOR APPROVAL OF THE PLANNING BOARD. TENANTS ARE TO BE ADVISED OF THIS.
13. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY FROM AVAILABLE INFORMATION. THE CONTRACTOR SHALL CALL THE LOCAL UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION TO HAVE ALL UNDERGROUND UTILITIES MARKED IN THE FIELD PRIOR TO ANY CONSTRUCTION. ANY UTILITY FOR WHICH NO EVIDENCE CAN BE SEEN ON THE SURFACE OF THE LANDS MAY NOT BE SHOWN ON THIS DRAWING.
14. NO BUILDING PERMITS WILL BE ISSUED UNTIL SUCH TIME THE EROSION CONTROL MEASURES REQUIRED AS PART OF THE SITE PLAN APPROVAL ARE INSTALLED TO THE SATISFACTION OF THE BUILDING INSPECTOR AND THE DEPARTMENT OF PUBLIC WORKS.

*APPLICANT SEEKS ZONE CHANGE FROM PO ZONE TO C ZONE

BUILDING COVERAGE CALCULATION

LOT AREA = 39,727 S.F.
PROPOSED BUILDING PAD AREA = 4,000 S.F.
BUILDING COVERAGE = 4,000 S.F./39,727 S.F. X 100 = 10%

LOT COVERAGE CALCULATION

LOT AREA = 39,727 S.F.
PROPOSED BUILDING PAD AREA = 4,000 S.F.
PROPOSED DRIVEWAY AND PARKING AREA = 17,920 S.F.
LOT COVERAGE = 4,000 S.F. + 17,920 S.F./39,727 S.F. X 100 = 55.2%

FLOOR AREA RATIO (F.A.R.) CALCULATION

LOT AREA = 39,727 S.F.
TOTAL FLOOR AREA OF PROPOSED BUILDING = 8,000 S.F.
FLOOR AREA RATIO (F.A.R.) = 8,000 S.F./39,727 S.F. = 0.20

PARKING CALCULATION

OFFICE SPACE: ONE PARKING SPACE REQUIRED FOR EVERY 150 S.F. OF BUILDINGS FLOOR AREA
TOTAL FLOOR AREA: 8,000 S.F.
8,000 S.F./150 S.F. = 53 PARKING SPACES

TOTAL PARKING SPACES REQUIRED = 53 PARKING SPACES
TOTAL PARKING SPACES PROVIDED = 53 PARKING SPACES

TABLE OF BULK REQUIREMENTS

TOWN OF HAVERSTRAW

USE: OFFICE

	MINIMUM LOT AREA (sq. ft.)	MINIMUM LOT WIDTH (feet)	MINIMUM STREET FRONTAGE (feet)	MINIMUM FRONT YARD (feet)	MINIMUM SIDE YARD (feet)	MINIMUM TOTAL SIDE YARD (feet)	MINIMUM REAR YARD (feet)	MAXIMUM HEIGHT (feet)	MAXIMUM BLDG COVERAGE (%)	MAXIMUM LOT COVERAGE (%)	MINIMUM LANDSCAPE BUFFER (feet)	PARKING SPACES
REQUIRED C ZONE*	10,000	100	100	25	10	25 TO 35	25	35/ 2.5 STORIES	N/A	N/A	25	53
PROVIDED	39,727	196.0	375.27	25	62.12	N/A	25	28/ 2 STORIES	10	55.2	10	53

*THE PROJECT SITE IS LOCATED IN THE "PO" ZONE AND IS ADJACENT TO THE "C" ZONE. THE BULK TABLE ASSUMES THAT THE ZONING DESIGNATION OF THE SITE TO BE CHANGED TO THE "C" ZONE.

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE	DESCRIPTION	REV.

JUSTIN J. FITCH, LIC. P.E. N.Y.S. Lic. No. 070980

WEINBERG LIM ENGINEERING
7 PATRICIA LANE, SPRING VALLEY, NEW YORK 10977
(845) 370-0158 mail@weinberglim.com

130 WEST RAMAPO ROAD
TOWN OF HAVERSTRAW
ROCKLAND COUNTY, NEW YORK

CONCEPT PLAN

Job number: 24023
Drawn by: AK
Checked by: JL
Date: 10/14/24
Scale: 1" = 20'
Drawing Number: 1

Exhibit D

Environmental Assessment Form (EAF)

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 130 W Ramapo Road		
Project Location (describe, and attach a general location map): 130 W Ramapo Road, Garnerville, NY 10923		
Brief Description of Proposed Action (include purpose or need): Proposed 2 story, 8,000 sf office building on 0.9 acre parcel with 53 parking spaces.		
Name of Applicant/Sponsor: Artur Kondov	Telephone: 718-687-8118 E-Mail:	
Address: 3 Vandenberg Circle		
City/PO: Garnerville	State: NY	Zip Code: 10923
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Board of Trustees	
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Town of Haverstraw Planning Board	
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☐Yes☐No		
e. County agencies ☑Yes☐No	RCDOH, Sewer Dept	
f. Regional agencies ☐Yes☐No		
g. State agencies ☐Yes☐No		
h. Federal agencies ☐Yes☐No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☐No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☐No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☐No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
PO- Professional Office District

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? C- Commercial

C.4. Existing community services.

a. In what school district is the project site located? Haverstraw- Stony Point

b. What police or other public protection forces serve the project site?
Town of Haverstraw Police Department

c. Which fire protection and emergency medical services serve the project site?
Theills/Roseville Fire Department

d. What parks serve the project site?
South Mountain County Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial

b. a. Total acreage of the site of the proposed action? 0.9 acres
b. Total acreage to be physically disturbed? 0.9 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.9 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☐No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 28 height; 100 width; and 40 length

iii. Approximate extent of building space to be heated or cooled: 8000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☐No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☐No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☐No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 800 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: Veolia Water
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 800 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used:
- Name of district: Rockland County Sewer District #1
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☐No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☐No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☐No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7am-4pm
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: 9am-7pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

On face of building

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.65	.78	+.13
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	.35	.22	-.13
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes☐No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes☐No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes☐No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☐No

If Yes:

i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☐No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes☐No

If yes, provide DEC ID number(s): 344029

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

No environmental remediation needed.

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

HcB	87.9 %
HdB	2.7 %
WeD	9.3 %

d. What is the average depth to the water table on the project site? Average: >6 feet

e. Drainage status of project site soils:

☐ Well Drained:	____% of site
☐ Moderately Well Drained:	____% of site
☑ Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☑ 10-15%:	____% of site
☐ 15% or greater:	____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes ☐No
If Yes:

i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____

_____ _____ _____

_____ _____ _____

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☐No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

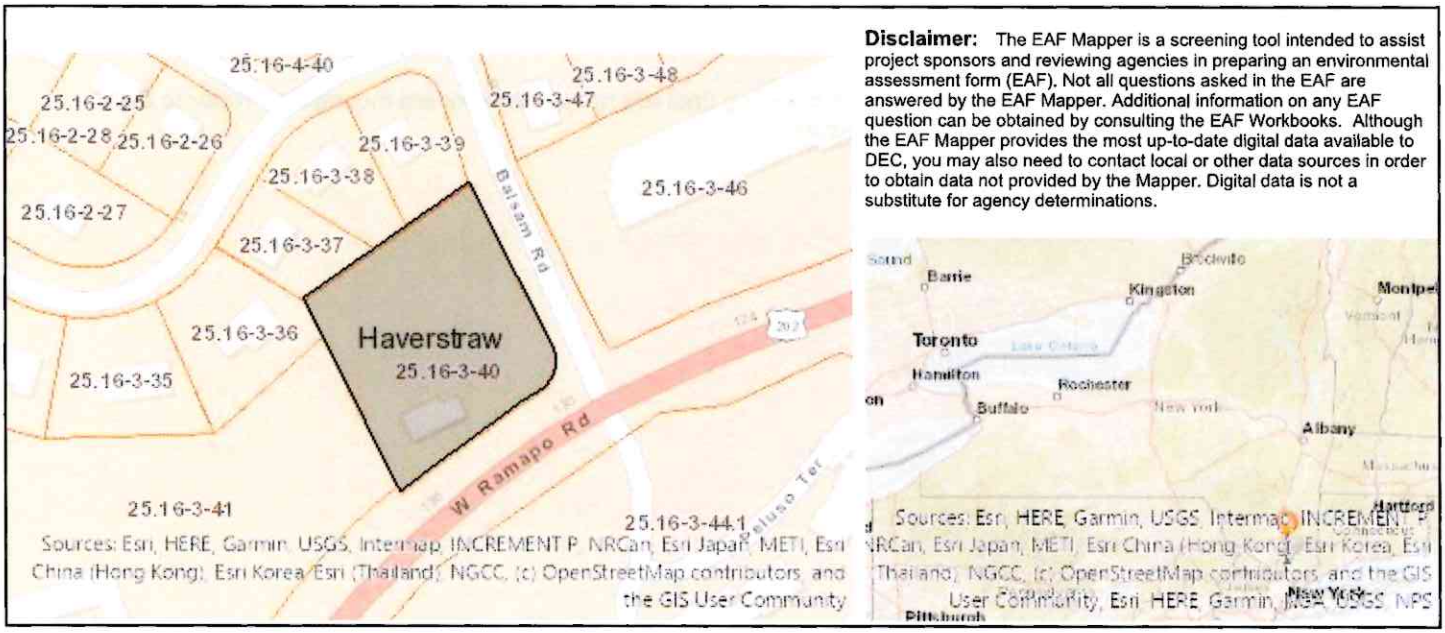
Applicant/Sponsor Name Artur Kondov Date _____

Signature _____ Title Applicant

PRINT FORM

EAF Mapper Summary Report

Thursday, October 31, 2024 2:09 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	344029
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Exhibit E

Neighboring Owners within a 500' radius

OWNER 1	OWNER 2	ADDRESS	CITY
SHAUN FYFFE	VIVIANA FYFFE	12 MOUNTAIN VIEW LN	GARNERVIl
AMBROSINI JOSEPH & W		14 MOUNTAIN VIEW LN	GARNERVIl
BERGLING DONNA L & FENWICK MICHELLE D - TRS - MARK		16 MOUNTAIN VIEW LN	GARNERVIl
MC ENTEE JAMES F & W		18 MOUNTAIN VIEW LN	GARNERVIl
MALKIE KLEIN	SOL KLEIN	20 MOUNTAIN VIEW LN	GARNERVIl
ROCHMAN LEE & KIM		14 POPLAR RD	GARNERVIl
SAMUEL KUSHNER	ROCHEL KUSHNER	22 POPLAR RD	GARNERVIl
CICCONE MARTHA S		24 POPLAR RD	GARNERVIl
PENA JOSE R SR & PAULINA - TRS PENA REVOCABLE TRUST		13 DENOYELLES CIR	GARNERVIl
MENDY KATZ	SARAH KATZ	11 DENOYELLES CIR	GARNERVIl
AVGUSH OFFER & RACHEL		9 DENOYELLES CIR	GARNERVIl
ROCKLAND MOTEL INC		154 ROUTE 202	GARNERVIl
COHEN NORTON & LYNDEHN A		23 POPLAR RD	GARNERVIl
YONASAN BALSAM	SARAH BALSAM	21 POPLAR RD	GARNERVIl
CHAIM S BERMAN	RENEE BERMAN	19 POPLAR RD	GARNERVIl
BUCALLO ANTHONY & W		17 POPLAR RD	GARNERVIl
MICHAEL ROSENSTOCK	ELLEN ROSENSTOCK	15 POPLAR RD	GARNERVIl
PERROTTO ANTHONY		5 BALSAM RD	GARNERVIl
WILLOW TREE LLC		130 ROUTE 202	GARNERVIl
ROCKLAND MOTEL INC		152 ROUTE 202	GARNERVIl
DONATO ROBERT S		153 ROUTE 202	POMONA
HENRY GARDENS LP - 81.81899 19 REALTY HENRY LLC - 5.4		5101-9408 OVERHILL DR & 6101-(	POMONA
GTY NY LEASING INC		109 W RAMAPO RD	GARNERVIl
FOREMOST DEVELOPMENT CORP		120 W RAMAPO RD	GARNERVIl
CRISCUOLO MATTHEW L		6 BALSAM RD	GARNERVIl
MEEHAN JOSEPH & MARY		7 POPLAR RD	GARNERVIl
ESTHER KORNBLUH		5 POPLAR RD	GARNERVIl
MARRA ANNE M		3 POPLAR RD	GARNERVIl
BOYD WILLIAM & LINDA		1 POPLAR RD	GARNERVIl
ROSA FAMILY TRUST	PATRICIA - TRUSTEE ROSA	9 HICKORY LN	GARNERVIl
MURPHY JOHN & ELLEN		7 HICKORY LN	GARNERVIl
BARBARA A MCCULLAGH IRREV	PAUL - TRUSTEE G MCCULI	5 HICKORY LN	GARNERVIl
CRESPO RODRIGUEZ FAMILY TR	PEDRO - TRUSTEE CRESPO	9 MOUNTAIN VIEW LN	GARNERVIl
NICHOLSON KEVIN V & D'ANTONIO DONNA -TRS-NICHOLS(		11 MOUNTAIN VIEW LN	GARNERVIl
BENYAMIN COHEN	CHAYA M COHEN	15 MOUNTAIN VIEW LN	GARNERVIl
AHRON D GEWIRTZMAN		12 POPLAR RD	GARNERVIl
WRIGHT KEVIN & JACKSON JOY		10 POPLAR RD	GARNERVIl
SHERMAN P SCHREIBER	ABBE F SCHREIBER	8 POPLAR RD	GARNERVIl
HAROLD FREUND		6 POPLAR RD	GARNERVIl
JONNATHAN V ALFARO	ALINE ALFARO	4 POPLAR RD	GARNERVIl
ASHLEY FILOSCARD	RUTH CHARDONET	15 HICKORY LN	GARNERVIl
VIOLA LENORE		17 HICKORY LN	GARNERVIl
CIPOLLINA FRANK & VALERIE		19 HICKORY LN	GARNERVIl
LAM HOWARD & TAN SANDRA		21 HICKORY LN	GARNERVIl
ABBONDANZA JOSEPH & ROBIN		3 WEXLER CT	GARNERVIl
TROW JEFFREY & DEBORAH		5 WEXLER CT	GARNERVIl

MAVRORASAKIS EMANUEL & JENNIFER		8 WEXLER CT	GARNERVII
SLAWINSKI WLADYSLAW & JOSEPHINE		6 WEXLER CT	GARNERVII
ADRAT TIMOTHY & KATHLEEN		4 WEXLER CT	GARNERVII
GINSBURG DEVELOPMENT LLC	CRYSTAL HILL CONDOMINIU	3-124 CRYSTAL HILL DR	POMONA
BLOCK KEITH R		19 CRYSTAL HILL DR	POMONA
LESLEY PIERLUISSE		17 CRYSTAL HILL DR	POMONA
SACHA MUSSENDEN-FIELDS		15 CRYSTAL HILL DR	POMONA
FARRAH JEAN BAPTISTE		11 CRYSTAL HILL DR	POMONA
ALEXANDER PERCHANIK	IRENE PERCHANIK	9 CRYSTAL HILL DR	POMONA
PATRICIA DANCY		7 CRYSTAL HILL DR	POMONA
LERMAN MARK		3 CRYSTAL HILL DR	POMONA

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2025 Membership Application / Renewal Form
New York State Building Officials Conference Rockland
NYSBOC Rockland

Annual Dues $50.00 Make check payable to NYSBOC Rockland Chapter

Renewing Members please highlight any changes

Please be sure to provide your NYSDOS ID Number – NY.....

Date: 1/13/2024

I hereby apply for membership in the Rockland County Chapter of NYSBOC

Name: George T. Behn Jr.

Address: 1 Rosman Rd

City/Town: Garnerville

State: NY **Zip** 10923

Title: Building Inspector II

Municipality/Company: Town of Haverstraw

Email: gbehn@townofhaverstraw.org

Code Used: State ☐ Local ☐ Both ☑

ICC Membership # 8146653

NYSDOS ID # NY0076688

Phone #

Member Status: Active ☑ Retired ☐ Honorary ☐

New Member: Yes ☐ No ☑

Membership type:

☑ **Active:** Restricted to Public Officials actively engaged in an official capacity within NYS in any governmental department or bureau engaged in the enforcement, administration, or formulation of laws and ordinances relating to buildings and other structures.

☐ **Associate:** Active members who are no longer eligible for active membership and public officials other than building officials.

☐ **Honorary:** Conferred upon individuals of distinction who have rendered outstanding service.

☐ **Cooperating:** Architects, engineers, and representatives of non-profit technical and professional organizations who are interested in building codes and building construction standards.

Return Form and Payment to:

NYSBOC Rockland Chapter, PO Box 155, Tallman, NY 10982

Rev - 09/24

2025 Membership Application / Renewal Form
New York State Building Officials Conference Rockland
NYSBOC Rockland

Annual Dues $50.00 Make check payable to NYSBOC Rockland Chapter

**Renewing Members please highlight any changes*

Please be sure to provide your NYSDOS ID Number – NY.....

Date: 1/7/2025

I hereby apply for membership in the Rockland County Chapter of NYSBOC

Name: Erich J. Desch

Address: 1 Rosman Rd

City/Town: Garnerville

State: New York **Zip** 10923

Title: Deputy Building Inspector

Municipality/Company: Town of Haverstraw

Email: edesch@townofhaverstraw.org

Code Used: **State** ☐ **Local** ☐ **Both** ☑

ICC Membership # 10038704

NYSDOS ID # CE1002134

Phone # 845-942-3710

Member Status: **Active** ☑ **Retired** ☐ **Honorary** ☐

New Member: **Yes** ☐ **No** ☐

Membership type:

☑ **Active:** Restricted to Public Officials actively engaged in an official capacity within NYS in any governmental department or bureau engaged in the enforcement, administration, or formulation of laws and ordinances relating to buildings and other structures.

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Return Form and Payment to:

NYSBOC Rockland Chapter, PO Box 155, Tallman, NY 10982

Rev - 09/24

TAMBLIN ENGINEERING, PLLC

Michael E. Tamblin, PE

PO Box 142 Manlius, New York 13104
Tel: 315 952 1863 Email: tamblin643@hotmail.com

January 10, 2025

Mr. Howard Phillips, Supervisor
Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Re: Bid Results for Contract No. 1 – General
Phillip J. Rotella Memorial Golf Course Bridge Decking Improvements – Bid No. 11-2024
Town of Haverstraw, New York
Project No. 18136-17

Dear Mr. Phillips:

Sealed bids for the Phillip J. Rotella Memorial Golf Course Bridge Decking Improvements, Contract No. 1 – General, were opened on December 4, 2024 at 11:00 am. Two bids were received.

Tamblin Engineering has reviewed the apparent low bidder for conformance with the bidding requirements. Upon reviewing the submitted bid, we did not discover any discrepancies which invalidate the received bid of the apparent low bidder. The submitted apparent low bid for Contract No. 1 is as follows:

Low Bidder	Bid Amount
ADP Group, Inc. 27 East 33rd Street Paterson, NJ 07514	$127,300.00

Tamblin Engineering has confirmed that ADP Group, Inc. is comfortable with their bid and is ready to enter into a contract with the Town. We find no cause or reason why the Town should not award the contract for the Phillip J. Rotella Memorial Golf Course Bridge Decking Improvements, Contract No. 1 – General to ADP Group, Inc. If acceptable, the Board should issue a Notice of Award to the successful bidder.

Sincerely,

Michael E. Tamblin, PE
Managing Member

Enclosure

CONNECTAUTO
FLEET UPFITTING SOLUTIONS
301 Route 17 Unit 3
(PO Box 1152)
Hillburn, NY 10931
Phone: (845)263-6991
Email: Connectautony@gmail.com

Invoice

Date	Invoice #
1/9/2025	7199

Bill To

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

P.O. No.	Terms	Project
		Vehicle #5323

Item	Quantity	Description	Rate	Amount
Retrofit	34	Retrofit fee @ $150.00 an hour	150.00	5,100.00
Stripping Fee	5	Stripping fee @ $150.00 an hour	150.00	750.00
11.1005SF	1	SHO-ME STROBE STYLE LED FLASHER	52.90	52.90
Miscellaneous	2	light bar replacement led	138.00	276.00
Miscellaneous	1	light bar replacement lens	85.00	85.00
Installation Fee	1	LPR	250.00	250.00
C-VSX-1800-INU...	1	Havis 2020-2021 Ford Interceptor Utility VSX Console with Front Bin	646.76	646.76
Shipping Fee	1		49.00	49.00
C-PMX-101	1	Havis VSX Console - Front Printer Mount for Brother PocketJet Option	179.40	179.40
C-MCB	1	Havis Mic Clip Bracket	17.48	17.48
C-ARM-102	1	Havis Side Mount Armrest	65.80	65.80
C-FP-5	1	Havis 5" Filler Plate	14.50	14.50
CUP2-1001	1	Havis Self-Adjusting Double Cup Holder	46.90	46.90
		We take responsibilty for all our work and lights purchased via Connect Auto. Any repairs required on used lights or equipment purchased from another supplier will result in additional fees.		

We appreciate your business!

Total	$7,533.74
Payments/Credits	$0.00
Balance Due	$7,533.74

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between the bargaining team for the Town of Haverstraw (the "Town") and the bargaining team for Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Town of Haverstraw Police Dispatchers Unit, Rockland County Local 844 ("CSEA") that, subject to ratification by the membership of the CSEA and ratification by the Town Board of the Town, that the following shall constitute the new terms and conditions of the successor agreement to the Collective Bargaining Agreement covering the period January 1, 2024 through December 31, 2024.

1. Term of Agreement

   The term of the Agreement shall be one (1) year, beginning on January 1, 2025 through December 31, 2025.

2. Article XXVII - Salaries

   Amend full-time dispatchers' salaries to provide as follows:

   Effective January 1, 2025, the 2024 salary schedule shall be increased by 3.0%.

	3.0% increase
	2025
1st Year Step 1	$62,836
2nd Year Step 2	$65,692
3rd Year Step 3	$68,548
4th Year Step 4	$71,405
5th Year Step 5	$74,261

   Amend part-time dispatchers' salaries to provide as follows:

   Effective January 1, 2025, the 2024 salary schedule shall be increased by 3.0%.

	3.0% increase
	2025
NO STEPS	$22.85/hr

The wage differential shall be built in to the annual salary only for any dispatcher permanently assigned to the midnight (11:00 p.m. – 7:00 a.m.) shift. Any dispatcher who covers a midnight shift for any reason shall not be entitled to the wage differential.

3. Article XVII – Vacation

Amend as follows:

Effective January 1, 2025, the vacation schedule shall be as follows:

1st year	6 working days **
2nd through 5th year	11 working days
After 5th Anniversary	15 working days
After 10th anniversary and each year thereafter	20 working days

** First year of employment, employees earn 1 day each month up to a maximum of six (6) days of paid vacation

The remainder of Article XVII remains unchanged.

4. Article XXIV – Training (New Article)

An employee assigned by the Chief of Police, or his/her designee, for the day (full shift) to train a newly hired employee of the bargaining unit herein shall receive one hour of compensatory time.

All other terms of the 2024 Agreement not expressly modified above shall remain unchanged in the new Agreement.

This Agreement is not binding or effective until it is approved by the Town Board of Town of Haverstraw

Dated: January __, 2025

FOR THE TOWN OF HAVERSTRAW:	FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.:
_____	_____
_____	_____
_____	_____