

**HAVERSTRAW TOWN BOARD
MARCH 25, 2025**

1. PLEDGE OF ALLEGIANCE

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

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF MARCH 11, 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

NONE.

6. PUBLIC HEARING –TOWN OF HAVERSTRAW – MS4 ANNUAL REPORT FOR 2024

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO DISCUSS THE 2024 MS4 ANNUAL REPORT AND TO HEAR ALL COMMENTS AND SUGGESTIONS FROM THE PUBLIC.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY PAT BRADY, PE

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPT RESOLUTION

7. AGREEMENT BETWEEN PODEROSA ENTERTAINMENT AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH PODEROSA ENTERTAINMENT OF BRONX, NEW YORK FOR THE PURPOSE OF PROVIDING MUSICAL ENTERTAINMENT, WHICH INCLUDES A BAND TO PLAY TWO (2) SETS OF 35 MINUTES, DANCERS AND SOUND SYSTEM FOR THE TOWN OF HAVERSTRAW’S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 19, 2025 WITH RAIN DATE SUNDAY, JULY 20, 2025 AT A COST OF \$7,600.

8. **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ELINOBI M ROSARIO OVALLES (DJ WILLY) AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH ELINOBI M. ROSARIO OVALLES (DJ WILLY) OF GARNERVILLE, NEW YORK FOR THE PURPOSE OF PROVIDING DJ SERVICES FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 19, 2025 WITH RAIN DATE SUNDAY, JULY 20, 2025, AT A COST OF \$400.

9. **APPROVAL OF PAYMENT FOR THE 2025 SUMMER FITNESS CLASS INSTRUCTORS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AGREE TO COMPENSATE THE INSTRUCTORS OF THE 2025 SUMMER FITNESS CLASSES AT BOWLINE POINT PARK AT A RATE OF \$75.00 PER CLASS.

10. **APPOINTMENT OF JUAN J. ESTRELLA, LABORER, TO THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT**

RESOLVED, THAT UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT JUAN J. ESTRELLA OF GARNERVILLE, NEW YORK TO THE POSITION OF LABORER, FULL TIME, FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT EFFECTIVE MARCH 24, 2025 AT A SALARY OF \$31.93 PER HOUR, AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MR. ESTRELLA SHALL SERVE A PROBATION PERIOD OF SIX (6) MONTHS.

11. **ACCEPTANCE OF LETTER OF RETIREMENT – MICHAEL CRUGER, POLICE OFFICER**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR POLICE OFFICER FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, MICHAEL CRUGER, EFFECTIVE MAY 31, 2025.

12. **BUDGET ADJUSTMENTS FOR YEAR ENDING IN DECEMBER 31, 2024**

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$7,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE YEAR ENDING IN DECEMBER 31, 2024 (SEE ATTACHED BUDGET ADJUSTMENTS.)

13. **AUTHORIZATION TO SIGN RYDER TO LEASE AGREEMENT BETWEEN LYNCH'S 2, LLC AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO SIGN RIDER TO THE LEASE AGREEMENT BETWEEN LYNCH'S 2, LLC AND THE TOWN OF HAVERSTRAW DATED JANUARY 1, 2023.

14. **AUTHORIZATION OF REIMBURSEMENT FOR DENTAL EXPENSES**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE REIMBURSEMENT OF \$751.50 TO MS. DINAPOLI FOR DENTAL EXPENSES DUE TO A YOUTH INCIDENT AT BOWLINE POINT PARK.

15. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND CORNELL COOPERATIVE EXTENSION

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION TO PROVIDE EDUCATIONAL SERVICES FOR THE 2025 PHASE II STORMWATER EDUCATION PROGRAM, EFFECTIVE APRIL 1, 2025 THROUGH MARCH 31, 2026 AT A COST OF \$8,254.80.

16. SPONSORSHIP FOR AMERICAN LEGION POST 46- HAROLD B. HOLT/MANUEL LOPEZ, JR.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES A SPONSORSHIP TO AMERICAN LEGION POST 46- HAROLD B. HOLT/MANUEL LOPEZ, JR. IN THE AMOUNT OF \$2,500.00.

17. AUTHORIZATION FOR POLICE OFFICERS ERIC DIPAOLO AND MICHAEL VIGILETTI TO ATTEND THE CASE LAW FOR COPS; THE K9 EDITION CLASS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR POLICE OFFICERS ERIC DIPAOLO AND MICHAEL VIGILETTI TO ATTEND THE CASE LAW FOR COPS, THE K9 EDITION CLASS IN HACKENSACK, NEW JERSEY ON APRIL 24, 2025 AT A COST OF \$195.00 EACH.

18. ACCEPTANCE OF LETTER OF RESIGNATION – DANIEL CALLAGHAN, CHAIRMAN, TOWN OF HAVERSTRAW CITIZEN’S ADVISORY COMMITTEE BOARD

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR TOWN OF HAVERSTRAW CITIZEN’S ADVISORY COMMITTEE BOARD CHAIRMAN DANIEL CALLAGHAN EFFECTIVE MAY 1, 2025.

19. AWARD OF RFQ NO. 8-2025 –REPAIR WASHOUT ON NORTH SIDE OF LANDFILL AT THE TOWN OF HAVERSTRAW SANITARY LANDFILL

RESOLVED, THAT THREE (3) RFQS WERE SUBMITTED TO PAT BRADY, P.E. TO REPAIR WASHOUT ON NORTH SIDE OF LANDFILL WITH SPECIAL FIBER MIX AND MATTING AT THE TOWN OF HAVERSTRAW SANITARY LANDFILL, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 8- 2025 TO ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK, AT A COST OF \$11,750, THE LOW BIDDER.

20. AUTHORIZE THE SUPERVISOR TO ENTER INTO AN INTERIM LEASE AGREEMENT WITH KNIGHTS OF COLUMBUS HAVERSTRAW COUNCIL #581 AND 56 WEST BROAD STREET ANGELS HOLDINGS, INC.

WHEREAS, 56 WEST BROAD STREET ANGELS HOLDINGS, INC. IS THE OWNER OF THE PROPERTY LOCATED AT 56 WEST BROAD STREET, HAVERSTRAW, NY 10927(THE “PREMISES”) AND KNIGHTS OF COLUMBUS HAVERSTRAW COUNCIL #581 OPERATES THE PREMISES ,AND

WHEREAS, THE TOWN AND KNIGHTS OF COLUMBUS HAVERSTRAW COUNCIL #581 AND 56 BROAD STREET ANGELS HOLDINGS, INC. DESIRE TO ENTER INTO AN INTERIM LEASE AGREEMENT (THE “INTERIM LEASE”) IN THE FORM ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A, FOR THE PURPOSE OF THE TOWN USING THE PREMISES FOR SENIOR CITIZENS RECREATION PROGRAMS FOR A LEASE TERM OF APRIL 1, 2025

THROUGH DECEMBER 31, 2025, NOW THEREFORE BE IT:

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO ENTER INTO THE LEASE.

21. AUTHORIZE THE SUPERVISOR TO ENTER INTO AN INTERIM LEASE AGREEMENT WITH 56 WEST BROAD STREET ANGELS HOLDINGS, INC.

WHEREAS, 56 WEST BROAD STREET ANGELS HOLDINGS, INC. IS THE OWNER OF THE PROPERTY LOCATED AT 56 WEST BROAD STREET, HAVERSTRAW, NY 10927(THE “PREMISES”) ,AND

WHEREAS, THE TOWN AND 56 BROAD STREET ANGELS HOLDINGS, INC. DESIRE TO ENTER INTO A (THE “LEASE”) IN THE FORM ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A, FOR THE PURPOSE OF THE TOWN USING VARIOUS PORTIONS OF THE PREMISES FOR YOUTH AND SENIOR CITIZEN RECREATION PROGRAMS AND CLASSES AS WELL AS TOWN FUNCTIONS AND PROGRAMS FOR A LEASE TERM OF FIVE YEARS PLUS FOUR AUTOMATIC RENEWAL TERMS AT THE OPTION OF THE TOWN FOR A TOTAL TERM OF TWENTY FIVE YEARS, COMMENCING UPON APPROVAL OF THE LEASE BY THE NEW YORK STATE ATTORNEY GENERAL.

NOW THEREFORE BE IT:

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO ENTER INTO THE LEASE.

Please Make Checks Payable To: **PODEROSA ENTERTAINMENT**

Town of Haverstraw
Final Budget Adjustments
For year ending 12-31-2024

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>		<u>Debit</u>	<u>Credit</u>
GENERAL FUND					
	Programs for Aging Contractual	A-6772-0400		\$ 7,000.00	
	Unemployment Insurance	A-9050-0800			\$ 7,000.00
				\$ 7,000.00	\$ 7,000.00

RIDER TO LEASE

WHEREAS, On **August 31,2022** the Town of Haverstraw, a municipal corporation("Landlord" and/or "Town"), and Lynch's 3, LLC. ("Tenant") entered into a lease(the "Lease") for the restaurant space located at the Philip J. Rotella Golf Course in Thiells, New York, i.e. the "Demised Premises", and

WHEREAS, the Lease was assigned to Lynch's 2,LLC. effective January 1,2023 and

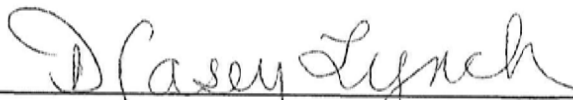
WHEREAS the parties wish to amend the Lease as follows:
With the understanding that in the event of a conflict between this Rider and the Lease, the terms of this Rider shall prevail.

- 1) Tenant agrees to expeditiously replace the air conditioning system in the Demised Premises at a projected cost of \$148,147.00 and Tenant will pay the contractor this sum for the project cost. The Tenant will obtain a 1 year warranty for the new system.
- 2) Tenant shall receive a monthly credit of \$4,000.00 against the rent as provided in the Lease commencing the first month after the project cost of \$148,147.00 has been paid to the contractor. The credit shall end once the Tenant receives back the total credit of \$148,147.00, approximately 37 months. The Tenant shall provide the Town with proof of the payment of the project cost.
- 3) Lease Term: The Lease term is extended for 3 years so the Lease term will expire on February 28,2036 instead of February 28, 2033. The rent for the year commencing

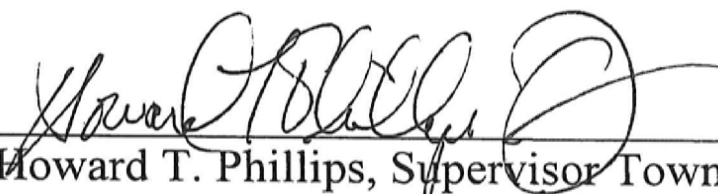
March 1, 2033 (the 11th year) shall be the rent for the 10th year as provided in the Lease plus a 3.5% increase. Then the rent for each the 12th and 13th year shall be the prior's year rent plus 3.5% (i.e. 3.5% annual increases for each of the 3 years of the extension.)

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the February , 2025.

WITNESS:



Denise Casey Lynch, President Lynch's 2, LLC



Howard T. Phillips, Supervisor Town of Haverstraw

2025 Stormwater II Education Program Agreement

Summary: Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small, regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, to commit to Minimum Control Measures (MCMs) and other requirements. Cornell Cooperative Extension (CCE), in cooperation with the Stormwater Consortium of Rockland County (SCRC), will provide a stormwater program agreement to each MS4 to assist in satisfying the MCMs listed below, as further outlined under **CCE'S Responsibilities in this Agreement**.

1. Part VI.A: MCM 1- Public Education & Outreach Program
2. Part VI.B: MCM 2- Public Involvement/Participation
3. Part VI.C: MCM 3- Illicit Discharge Detection & Elimination
4. Part VI.F.1 & VI.F.2.b: MCM 6- Best Management Practices (BMPs) for Municipal Facilities & Operations; Municipal Facility Inventory
5. Part IV.D: Mapping
6. NYSDEC GP-0-24-001 MS4 Permit Updates

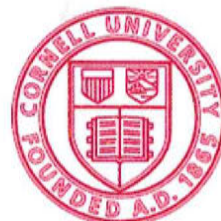
Cornell Cooperative Extension of Rockland County will tap its resources at Cornell University, NYSDEC, USEPA and other reputable sources to develop, implement and evaluate a stormwater program for this MS4. The success of this program depends on participation by all five towns and eighteen villages in Rockland, all of which contribute to the support of the educator position and responsibilities as described below. Based on input from the SCRC, the following services are being offered to the MS4. These measures are based on the NYSDEC's SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), Permit No. GP-0-24-001, effective January 3, 2024.

CCE'S Responsibilities in this Agreement:

1. **Part VI.A: MCM 1- Public Education & Outreach Program:** The requirements of GP-0-24-001, Part VI.A are not due until January 2027 therefore the requirements of MCM 1 under NYSDEC's previous MS4 permit, GP-0-15, will continue to be met until that time. A CCE educator will conduct and evaluate educational programs about stormwater management for the public and for municipal

Building Strong and Vibrant New York Communities

Diversity and Inclusion are a part of Cornell University's heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.



employees within Rockland County. Educational outreach will focus on stormwater pollution generating activities and prevention behaviors. Topics will include nutrient pollution, harmful algal blooms, and the consequences of improper application and disposal of fertilizers, pesticides, salt, lawn clippings, and dumping to the storm drains. A *Stormwater and Water Quality Education* webpage that is regularly updated and available to the public on CCE's website.

- A. CCE Website:** The CCE Educator will ensure that the Stormwater and Water Quality Education webpage and educational brochures are always available to the public. The CCE webpage will be updated regularly to list training, seminars and programs provided by outside agencies such as NYSDEC. The webpage contains an interactive map with waterbody classifications, land use, impaired waters, and more.

(<http://rocklandcce.org/stormwater-consortium>).

(<https://rocklandcce.org/fact-sheets>)

B. Classes and Workshops:

- **General Public and Students**– CCE will offer public and student workshops when feasible. Topics have historically included water conservation, nutrient pollution and harmful algae blooms, stormwater pollution management and prevention, water-smart landscaping, the design of rain gardens, proper fertilizer application, and others.
- **Fertilizer Law Certificate Program for Landscapers and Contractors** – CCE will offer the certificate course monthly, highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. Presentation and handouts are offered in Spanish, and a translator will translate simultaneously when available.

- C. WRCR Stormwater Radio Show:** CCE will host a monthly radio program on WRCR to explain stormwater to the public.

- D. Horticultural Lab:** CCE will serve as an ongoing resource to residents through its Horticulture Diagnostic Lab. The Lab is open and accessible to the public via personal visit, phone, fax, and e-mail. CCE will provide soil testing for a fee and education on proper fertilizer application.

- E. Monthly Meetings:** The CCE Educator will schedule, host and lead the SCRC monthly meetings. CCE Educator will prepare the agenda and keep meeting minutes.

2. Part VI.B: MCM 2- Public Involvement/Participation:

- A.** The CCE Educator will provide guidance to the consortium on meeting the Annual requirements in Part VI.B so that they may be met in a more unified manner.

B. Stewardship Activities – CCE will actively promote volunteer and stewardship opportunities pertaining to stormwater and water quality at educational and public events, and on the stormwater webpage. Stewardship opportunities include litter cleanups along streams, and roadways in cooperation with Keep Rockland Beautiful, Inc. (KRB), and promoting the Storm Drain Marking program, WAVE program, and others. CCE will also promote summer internship opportunities through Rockland Conservation Service Corps and Lamont Doherty.

<https://rocklandcce.org/stormwater-consortium-water-quality-education/environmental-internship-volunteer-opportunities>

C. Coordination with other pre-existing public involvement/participation opportunities – CCE will work to strengthen partnerships between MS4s, the Environmental Educators of Rockland, the Rockland County Water Quality Committee, the Rockland County Division of Environmental Resources and other educators and county departments to expand education and address stormwater issues of concern.

3. Part VI.C: MCM 3- Illicit Discharge Detection & Elimination

CCE will provide guidance to the consortium on the development of the following permit requirements due by January 2026:

- Part VI.C.1.e- Monitoring Locations Inspection and Sampling Program
- Part VI.C.2- Illicit Discharge Track Down Program
- Part VI.C.3- Illicit Discharge Elimination Program

4. Part VI.F.1: MCM 6- Pollution Prevention and Good Housekeeping:

A. Part VI.F.1- Best Management Practices (BMPs) for Municipal Facilities & Operations. Garage maintenance and good housekeeping for municipal operations will be offered to municipal employees (either in person or as on-going guidance) to minimize the discharge of pollutants associated with municipal operations.

B. Part VI.F.2.b- Municipal Facility Inventory. Provide guidance on developing an inventory of municipal facilities, mapped to the ArcGIS Stormwater Mapping database.

5. Part IV.D: Mapping:

A. ArcGIS Stormwater Mapping database – The CCE Educator will continue to be responsible for managing the ArcGIS Stormwater Mapping database. CCE will strive to assist the municipalities meet the permit mapping requirements through working with the consortium consultant and distributing grant opportunities.

7. **NYSDEC GP-0-24-001 MS4 Permit Updates:**

- A. The CCE educator will strive to provide guidance on meeting the NYSDEC's MS4 permit requirements for the consortium so that deadlines may be met in a more unified, coordinated manner. CCE will continue working with the NYSDEC, the Hudson Valley Regional Council and other consortiums and Coalition groups to strive to provide more training and outreach on GP-0-24-001 requirements.
- B. Additional permit measures such as developing a unified Stormwater Management Plan, ongoing review of the *NYSDEC Compliance Items Summary Tool* for MS4s budget guidance, and developing Standardized Approaches on permit requirements per NYSDEC guidance will continue.

6. **Program Agreement Administration:**

- A. **Agreement Term:** The term of the agreement is **April 1, 2025 - March 31, 2026**.
- B. **Supervision:** CCE will employ, train, provide necessary supplies and support, supervise, and evaluate the Educator.
- C. **Educational Information:** Educational information provided to residents will come from reputable sources including the NYSDEC, US EPA, Cornell University, and other credible research-based institutions.
- D. **Reporting:** CCE will provide an annual deliverable report summarizing the outreach efforts and measurable goals. Only participating MS4s will receive report deliverables.

Town's Responsibilities in this Agreement:

1. **Funding:** The Town will provide \$7,500 (seven thousand five hundred dollars) to fund this project.
2. **Additional Costs:**
 - The Town will provide \$393.93 (three hundred ninety-three dollars and ninety-three cents) for a license to access the SCRC's ArcGIS Online stormwater mapping database.
 - The Town will provide a \$346.86 (three hundred forty-six dollars and eighty-six cents) License & Support Fee toward management of the ArcGIS Online stormwater mapping database.
3. **Total Costs:**
 - Total Due is to be paid within 60 days after receiving the invoice to allow the SCRC to maintain access to the unified ArcGIS Online mapping database without interruption.

<u>TOWN OF HAVERSTRAW</u>	
CCE Stormwater Program Agreement	\$7,500.00
ArcGIS Online License Fee (1 Mobile Worker)	\$393.93
H2M License & Support Fee	\$360.87
TOTAL	\$8,254.80

Administrative Contacts

- Jody Addeo, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 107; email – jka64@cornell.edu
- Town representative and title: _____
- Town alternate and title: _____
- Address: _____
- Daytime phone: _____ E-mail: _____

Per Part IV.A.1.a.iv, the municipal MS4 Operator hereby certifies their responsibility for compliance with the NYSDEC SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001.

SIGNATURES:

Town representative and title

Date

Jody Addeo

*Date**Executive Director, CCE Rockland*

Cornell Cooperative Extension Rockland County

Invoice

Reference Nbr.: RI03437
Date: 17-Mar-2025
Due Date: 16-Apr-2025
Customer ID: C010193
Currency: USD

CCE Rockland County
10 Patriot Hills Drive
Stony Point, NY, 10980
Phone: (845) 429-7085

BILL TO:

Town of Haverstraw
One Rosman Road
Garnerville NY 10923
United States of America

SHIP TO:

Town of Haverstraw
One Rosman Road
Garnerville NY 10923
United States of America

CUSTOMER REF. NBR.**TERMS**

30 Days Terms

NO.	ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	2025 Stormwater Education	0.00		0.0000	7,500.00
2	GIS License Fee	0.00		0.0000	393.93
3	H2M Support Fee	0.00		0.0000	360.87

Sales Total:	8,254.80
Tax Total:	0.00
Total (USD):	8,254.80



Harold B. Holt/Manuel Lopez Jr
American Legion Post 46
P.O. Box 46
Haverstraw, New York 10927

You're Invited!!

The Harold B. Holt/Manuel Lopez Jr. American Legion Post 46 would like to invite you to attend/sponsor our Annual Yolanda Lopez Service Award Dinner Dance honoring Angie Amengual, for her services to our community.

The event will be held on Saturday, May 10th 2025, 7:00pm at Town & Country Caterers, 922 Route 9W, Congers, New York, 10920.

American Legion Post 46 ("Post 46") is a local and regional resource for Army, Navy, Air Force, Marine Corps, Coast Guard, and Space Force veterans residing in Rockland County, New York. Originally founded in 1919 by veterans of the Spanish-American War, in support of World War I veterans, Post 46 was renamed, and revitalized in 2012 to enhance the well-being of America's veterans, their families, our military, and our community.

Serving our veterans and the Rockland County community has changed dramatically between World War I and the present day. We are fortunate to have many public and private community-based organizations that work towards enhancing the health and well-being of our residents, however, the recent COVID-19 pandemic illuminated one shared deficit among them, i.e., insufficient non-dedicated community-based space that is readily available for direct public engagement in health and wellness education/promotion.

Post 46 seeks to help fill that deficiency by constructing a permanent physical facility to advance its dual missions of serving Rockland County's veterans while partnering with our local municipalities and the region's community health and wellness organizations. Our goal is to harness the diverse and sophisticated strategic, technical, logistical, and management skills of our veterans with skilled health care professionals in a dedicated community-based space that is readily available for direct public engagement in health and wellness programs.

Your generous donation will assist Post 46 in recognizing the devotion our Post 46 Gold Star Mother Yolanda Lopez demonstrated dedication to improving the welfare of our veterans and the Rockland County Community while simultaneously provide funds for the construction of a new Community Support facility for residents and veterans.

Please support us by purchasing a ticket or sponsor space to be published in our journal, which will be distributed to the attendees at the dinner event.

J. Guillermo Rosa
Post Commander
US Army, LTC (Ret.)



Yolanda Lopez Community Service
Award Dinner Dance
Saturday, May 10th, 2025 – 7:00 – 11:00 PM
Town & Country Caterers



Admission:

\$130.00 per person. # of Tickets _____ x \$130.00 = \$ _____

Checks Payable to: **American Legion Post 46 H.B. Holt/M. Lopez Jr.** Memo Line: **Ticket**

Dinner Dance Journal Ads & Sponsorship Opportunities

The event Journal is an 8.5 x 5.5 booklet, with the opportunity for a full-page, half-page, ¼ page ads.

- o Full Page Ad: \$350 Half Page Ad: \$250 ¼ Page Ad or Business Card \$100

Checks Payable to: **American Legion Post 46 H.B. Holt/M. Lopez Jr.** Memo Line: **Journal Ad**

● **Gold Sponsor \$2,500.00 Includes -**

- Recognition as a Partner and Supporter with Logo placement on event flyer and website (for 12 months May 2025 – May 2026)
- Preferred VIP Seating – 3 Free tickets
- Logo placement on event flyer which is shared on social media, website and email communications.
- Full Page Ad and Logo placement in event journal and welcoming sign.
- Recognition in event Press Release.

Checks Payable to: **American Legion Post 46 H.B. Holt/M. Lopez Jr.** Memo Line: **Gold Sponsor**

o **Silver Sponsor \$1,500.00 Includes -**

- Recognition as a Partner and Supporter with Logo placement on event flyer and website (for 6 months May 2025 – November 2026)
- Preferred VIP Seating - 2 Free tickets.
- Full Page Ad and Logo placement in event journal and welcoming sign.
- Recognition in event Press Release.

Checks Payable to: **American Legion Post 46 H.B. Holt/M. Lopez Jr.** Memo Line: **Silver Sponsor**

o **Bronze Sponsor \$500.00 Includes –**

- 1 Free ticket.
- Half Page Ad and Logo placement in event journal and welcoming sign

Checks Payable to: **American Legion Post 46 H.B. Holt/M. Lopez Jr** Memo Line: **Bronze Sponsor**

DEADLINE FOR SUBMISSION OF JOURNAL ADS AND SPONSORSHIP ADS IS (Wednesday APRIL 23rd) EMAIL COPY OF YOUR CAMERA-READY AD (PDF or JPEG) TO: rosampa2001@yahoo.com Issues ?:Pls Call 845 548 1926

COMPANY | INDIVIDUAL NAME: Town of Haverstraw - Supervisor Howard T. Phillips, Jr.

ADDRESS: 1 Rosman Road

CITY: Garnerville STATE: New York ZIP: 10923

PHONE: 845-424-2200 EMAIL: supervisor@townofhaverstraw.org



21 Holt Drive Stony Point, NY 10980
845-429-0497

Submitted to Owner:
Joint Regional Sewer
Attn: Pat Brady

PROPOSAL

DATE: 2/11/2025

RE : LANDFILL REPAIR

JOB NAME/LOCATION
Schedule for Completion of Work:
APPROXIMATE STARTING DATE:
APPROXIMATE COMPLETION DATE:
THE CONTRACTOR AND OWNER HAVE DETERMINED
☐ IS OF THE ESSENCE ☐ IS NOT OF THE ESSENCE

WE PROPOSE TO:

Repair washout on north side of landfill with special fiber mix and matting.

This proposal does not include the following: any unforeseen obstacles and/or obstructions, rock excavation, major de-watering, permits, fees, stake-outs, engineering costs or removal of hazardous materials if present.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum Of :

Eight- Thousand Six Hundred Dollars and no cents

\$11,750.00

Payment Schedule: One-third deposit; balance upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature:

CONTRACTOR

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

Acceptance of Proposal: I have read this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____
(CONTRACTOR)

Signature _____ Date _____
(OWNER)

Additional Notices to Owner

Right to Stop Work: If any payment under this agreement is not made when due, the contractor may suspend work on the job until such time as all payments due have been made.

Notice of Lien: The contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable Lien Laws.

Cancellation: The owner has an unconditional right to cancel the contract, without penalty or obligation, until midnight of the third business day after he/she signs the contract. Cancellation must be done by giving the contractor a written notice indicating the owners intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid. Upon cancellation, any property traded in, any payments made under this contract, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the contractor of a cancellation notice. Any security interest arising out of this transaction will be canceled.

WITNESSETH:

PROJECT DESCRIPTION

1) That the CONTRACTORS have contracted with the TOWN to provide the following services (pursuant to the Town Law of the State of New York): For use of a portion of the building owned by 56 WEST BROAD STREET ANGELS HOLDING, INC., located at 56 West Broad Street, Haverstraw, NY 10927(the "Premises") specifically the Knights of Columbus' kitchen and facilities for the Haverstraw Senior Citizens Recreation Program.

TERM

2) The term of the Agreement shall be:

April 1, 2025 through December 31, 2025.

It is understood that this agreement is being simultaneously entered into with a lease (the "Lease") between the parties wherein the Contractors will lease a portion of the Premises to the Town for a 5-year term with four automatic renewals. It is understood that the Lease may be subject to the approval of the New York Attorney General and/or the New York Supreme Court. In the event such approval is required and obtained, this agreement shall be deemed null and void and the parties will be bound by the terms of the Lease.

CONSIDERATION

3) The TOWN shall pay to the CONTRACTOR in consideration of this Agreement as follows:
FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS per month to be paid in monthly installments

ENACTING LEGISLATION

4) This Agreement is

☐ A. Subject to Section 103 of the General Municipal Law of the State of New York (Bidding Requirements).

☐ B. This Contract includes the Bidding Requirements; the Specifications; any and all applicable Federal, State, County or Local Ordinances, Laws, and Regulations and the actual submitted bid.

☐ C. Under the limitations set forth in Section 103 of the General Municipal Law of the State of New York and bidding is not required.

☐ D. The result of an emergency and thus is exempt from the limitations set forth In Section 103 of the General Municipal Law of the State of New York.

☒ E. Not within Section 103 of the General Municipal Law of the State of New York.

INDEMNIFICATION and HOLD HARMLESS:

5A) 56WEST agrees to defend, indemnify and hold harmless the Town, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of this Lease which the Town, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of 56WEST, its employees, representatives, subcontractors, assignees, or agents.

5B) The TOWN agrees to defend, indemnify and hold harmless 56WEST, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of this Lease which 56WEST, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the TOWN, its employees, representatives,

subcontractors, assignees, or agents. Upon execution of the instant document, the TOWN will provide 56WEST with a certificate of insurance naming 56 West Broad Street Angels Holding, Inc. and Knights of Columbus Haverstraw Council 581.

Add reaction

APPLICABLE LAW

6) In the event any dispute arises as a result of this Contract, the Laws of the State of New York shall be applicable and any and all actions must be instituted in the State of New York.

ASSIGNMENT

7) This Agreement may not be assigned unless such assignment is approved by the TOWN in writing. Said writing shall be an addendum to this Contract. Any and all successors, assigns or representatives shall be bound by this Contract and the provisions herein.

SEVERABILITY

8) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

MERGER

9) All prior understandings and agreements between the TOWN and CONTRACTOR are

merged in this Agreement. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract. This contract may not be changed or canceled except in writing.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above writ

TOWN OF HAVERSTRAW

BY _____
HOWARD T. PHILLIPS, JR.
SUPERVISOR

ATTEST:

TOWN CLERK

KNIGHTS OF COLUMBUS HAVERSTRAW COUNCIL 581 and
56 WEST BROAD STREET ANGELS HOLDING, INC

BY _____
JOSEPH VARGAS
GRAND KNIGHT/CHAIRMAN

WITNESS

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

On the day of _____, 20____, before me personally came HOWARD T. PHILLIPS, JR. to me known, who being by me duly sworn, did depose and say that he resides at 42R Main Street, Garnerville, New York; that he is Supervisor of the Town of Haverstraw, the corporation described in, and which executed the foregoing agreement; that he knows the seal of the Town; that the seal affixed to said agreement is such seal; that it was affixed thereto pursuant to a resolution of said Town; and that he signed his name thereto pursuant to said resolution.

NOTARY PUBLIC STATE OF NEW YORK

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

On the day of _____, 20____, before me, personally appeared
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is(are) subscribed to the within instrument and acknowledge to me that he/she/they
executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s),
or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Lease

Page 1 of 1

Lease dated March __, 2025 between 56 West Broad Street Angels Holding, Inc. a not –for –profit corporation (“Landlord” and/or the “56WEST”), and Town of Haverstraw, a municipal corporation (“Tenant” and/or “Town”) for the premises located at 56 West Broad Street, Haverstraw, NY 10927 the "Demised Premises".

1. DEMISED PREMISES

It is agreed that the use of the Demised Premises shall be designated in 3 separate categories as shown on the sketch annexed hereto as Exhibit A.:

Area A) 56WEST’s Areas
Area B) the Town’s Areas and
Area C) Non-Exclusive Areas;

Each of the 3 areas is generally described below.

- 1) Area A) 56WEST’s Areas-The following areas will be always for the use by 56WEST; the office, Rec Room, the Meeting Room, and the Storage Room across from the Ladies Room in 56WEST’s Area (approximately totaling 1660sqft.) Town shall have access to these areas only with the consent of 56WEST.
- 2) Area B) Town Areas- Town shall have access to the outside shed and the seniors’ closet to use as the Town decides. Nevertheless, an inventory of 56WEST’s personal property presently stored in the outside shed shall be done in agreement with the Town and said property shall remain in place. 56West shall have access to this property as required.
- 3) Area C) Non-Exclusive Areas- All other areas not within either party’s designated use, such as the lobby, main hall, kitchen, exterior grounds, etc. The Non-Exclusive Areas are to be used by the Town at will except when 56WEST has it reserved, designated or assigned for use. 56WEST and Town shall always cooperate fully with each other and act in good faith, but particularly when scheduling events, on a scheduled basis (“Bookings”). 56 West hereby reserves (a) every Monday from 3:00 p.m. to 7:00 a.m. the next morning; (b) The second Tuesday of each month, the third Wednesday of each month, and the second and fourth Thursdays of each month. All these days shall be from 4:00 pm to 7:00 am the next morning. All other Bookings shall be made by 56WEST with Town in advance, preferably on a quarterly basis, by the 15th of December, March, June and September. Notwithstanding this requirement, late reservations shall be allowed, provided the space is available on the requested day[s].

4) During its use of the Non-Exclusive Areas, 56WEST will be entitled to: (a) display in and on all areas, at their discretion, all religious artifacts associated with their faith/religion without the imposition by the Town of any reservations, limitations, or restrictions, and (b) perform all rituals, liturgies, etc. associated with their faith/religion without the imposition by the Town of any reservations, limitations, or restrictions. All areas shall be delivered to 56 West clean and orderly, and 56WEST shall leave them in like manner.

5) Any statues, religious artifacts, murals and KofC signage that are permanently affixed to the grounds and/or the building will remain in place and not defaced, obliterated and/or destroyed for the purpose and term of this lease agreement. Nevertheless, they may be covered by Town during the time of Town's use of the non-exclusive areas.

6) 56WEST's access during Bookings shall include all Non-Exclusive Areas including the grounds (outside). When booked by 56WEST, it is assumed that all these areas are committed during that time unless otherwise agreed in writing by all parties in advance. Bookings are not subject to change or modification unless agreed upon by all parties in advance.

2. CONDITION OF PREMISES

The TOWN has performed an inspection of the Demised Premises and accepts them in their present condition. The TOWN shall keep the Demised Premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in good repair and good appearance. The TENANT shall quit and surrender the premises at the end of the term of this lease in as good condition as the reasonable use thereof will permit subject to reasonable wear and tear.

3. MAINTENANCE OF PREMISES

The TOWN is solely responsible for maintenance and repair of all of the Demised Premises including but not limited to the plumbing, heating, electric and air conditioning and the roof, excluding any damage caused by 56WEST, their sub-tenants or licensees and the 56WEST shall be responsible for the cost of any such repairs. Any such maintenance and repairs will be approved by the TOWN prior to their being performed. The TOWN shall have the option to designate the party to perform any such maintenance or repair.

4. APPROVAL OF LEASE

It is understood that this Lease may be subject to the approval of the New York Attorney General and/or the New York Supreme Court. Town shall pay the legal fees and expenses for obtaining New York State Attorney General and/or New York State Supreme Court approval for the Lease. In the event that the Attorney General does not approve this Lease, then this Lease and all prior agreements between the parties shall be null and void.

5. TERM AND AUTOMATIC RENEWAL:

The term of this lease agreement shall be as follows: Commencing:

On the first day of the month following approval of this Lease by either the New York State Attorney General and/or the Supreme Court of the State of New York, whichever is required.

Terminating and Automatic Renewal:

The Initial Lease Term shall end at 12:01 a.m. on the 5th anniversary of the commencement date. However, the Lease term shall automatically renew on the 5th anniversary of the Commencement Date unless the TOWN notifies 56WEST in writing at least 6 months in advance of the end date of the Lease term that the Lease shall not be renewed. There shall also be three (3) further automatic renewals on the 10th, 15th and 20th anniversary of the Commencement Date for a total Lease Term of Twenty-Five (25) years with the same option in the Town to notify 56West of its intention not to renew at least six (6) months in advance of the end of each extension period.

6. RENT:

The TOWN shall pay by the fifteenth of the month the sum of \$500.00 (Five Hundred Dollars) per month in addition to all other expenses set forth herein. The monthly sum of \$500.00 will increase on each renewal term by 10% for each 5year period. By way of example, the rent for the years 6 thru 10 will be \$550.00 per month for 5 years. In the second extension period, to wit: years 10-15 the monthly rent shall be \$605.00 for the 5year period.

7. ONE TIME PAYMENT

In consideration of 56WEST entering into a 25-year lease, the Town will pay the sum of \$20,000.00 to 56 WEST once the Lease is approved and goes into effect.

8. TAXES, UTILITIES and INSURANCE

The TOWN agrees to pay a) all real estate taxes for the building, b) 56WEST's insurance premiums for coverage of the building and liability insurance and c) all the utility costs for the Demised Premises including 56WEST's Exclusive Areas, the Town's Exclusive Areas and the Non-Exclusive Areas. 56WEST will submit the invoices for the above to the TOWN as they are received.

9. PEACEFUL POSSESSION

56WEST covenants that the TOWN on performing the covenants, obligations and conditions in this lease, shall and may peaceably and quietly have, hold and enjoy the above defined use of the Demised Premises as set forth above for the term set forth hereinabove.

10. DAMAGE TO DEMISED PREMISES

In the event of the destruction of the Demised Premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, which damage is not caused as a result of Town's actions, omissions or negligence or during Town's use of the demised premises or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly damaged that the same cannot be repaired within 12 months from the discovery of such damage, then and in such case the term hereby created shall, at the option of the TOWN, cease and become null and void from the date of such damage or destruction.

11. IMPROVEMENTS AND/OR ADDITIONS TO PREMISES

The TOWN shall have the right to make any and all improvements or additions to the Demised Premises, including both the interior and exterior of the Premise at its sole cost and expense provided they do not infringe or curtail 56WEST's use of the premises as set forth above, Further, the Town may not reduce the size or change the configuration of the Premises thru demolition and/or permanently constructed

partitions. All major construction will be upon approval of 56WEST which shall not be unreasonably withheld.

12. CONFLICTS OF LAW

This lease shall be interpreted pursuant to the laws of the State of New York.

13. MERGER CLAUSE:

All prior understandings and agreements between the TOWN and 56WEST are merged in this agreement. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this agreement.

14. INDEMNIFICATION and HOLD HARMLESS:

A) 56WEST agrees to defend, indemnify and hold harmless the Town, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of this Lease which the Town, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of 56WEST, its employees, representatives, subcontractors, assignees, or agents.

B) The TOWN agrees to defend, indemnify and hold harmless 56WEST, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of this Lease which 56WEST, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the TOWN, its employees, representatives, subcontractors, assignees, or agents. Upon execution of the instant document, the TOWN will provide 56WEST with a certificate of insurance naming 56WEST and Knights of Columbus Haverstraw Council 581.

15. ORAL MODIFICATION:

This instrument may not be amended orally.

16. NOTICES

Notice to each party shall be sent by email and by First Class mail and by Certified Mail, Return Receipt Requested to the Town, Attn. TOWN SUPERVISOR, 1 ROSMAN ROAD, GARNERVILLE, NY 10923 and to 56 WEST at 56 West Broad Street, Haverstraw NY 10927 and email: kofc581@yahoo.com

IN WITNESS WHEREOF, the said Parties have set their hands and seals this _____ day of _____, 2025.

Attest: TOWN OF HAVERSTRAW

By: _____
HOWARD T. PHILLIPS, JR.
SUPERVISOR

56 WEST BROAD STREET ANGELS HOLDING, INC.

By: _____
JOSEPH R. VARGAS
CHAIRMAN