

**HAVERSTRAW TOWN BOARD
OCTOBER 13, 2026**

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 SEPTEMBER 8, 2026.

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 SEPTEMBER 2026.

6. PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 5– 2026

THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 5 – 2026, TO ALLOW PROPERTY TAX EXEMPTION UPON APPLICATION MADE BY A SERIOUSLY DISABLED VETERAN IN ACCORDANCE WITH REAL PROPERTY TAX LAW.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

7. RESOLUTION – PUBLIC HEARING ON ZONING AMENDMENTS

WHEREAS, BNE ACQUISITIONS, LLC (“APPLICANT”) SUBMITTED A PETITION TO THE TOWN BOARD DATED NOVEMBER 20, 2023, WHICH WAS SUBSEQUENTLY AMENDED BY THE FIRST AMENDED PETITION BY BNE’S SUCCESSOR-IN-INTEREST HAVERSTRAW GROUP, LLC DATED JUNE 25, 2026, REQUESTING (I) A ZONE CHANGE FOR A 23.86-ACRE PARCEL OF LAND (“SUBJECT PARCEL”) THAT IS CURRENTLY PART OF, BUT IS PROPOSED TO BE SUBDIVIDED FROM, THE LETCHWORTH VILLAGE PROPERTY (TAX LOT 19.16-1-14) FROM THE R-120 ZONING DISTRICT TO THE LA-17 ZONING DISTRICT AND (II) A ZONE TEXT AMENDMENT FOR THE LA-17 ZONING DISTRICT TO PERMIT A MAXIMUM BUILDING HEIGHT OF 50 FEET WHERE THE CODE CURRENTLY PERMITS A MAXIMUM HEIGHT OF 40 FEET (COLLECTIVELY, THE “ZONING PETITION”); AND

WHEREAS, THE ZONING PETITION WAS SUBMITTED IN CONNECTION WITH THE APPLICANT’S PROPOSED DEVELOPMENT OF THE SUBJECT PARCEL WITH 300 RESIDENTIAL UNITS IN SEVEN BUILDINGS, TOGETHER

WITH VEHICULAR ACCESS, INTERNAL ROADWAYS AND OTHER RELATED IMPROVEMENTS, WHICH REQUIRES SITE PLAN AND SUBDIVISION APPROVAL FROM THE PLANNING BOARD (“PROPOSED PROJECT”); AND WHEREAS, PURSUANT TO ZONING CODE § 167-108(B), THE ZONING PETITION WAS REFERRED TO THE PLANNING BOARD FOR ITS REVIEW AND RECOMMENDATION, WHICH THE PLANNING BOARD CONSIDERED CONCURRENT WITH SERVING AS LEAD AGENCY FOR A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”); AND

WHEREAS, THE PLANNING BOARD ADOPTED A POSITIVE DECLARATION UNDER SEQRA REQUIRING THE PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT AND THE PLANNING BOARD ADOPTED THE FINAL ENVIRONMENTAL IMPACT STATEMENT AT ITS JUNE 10, 2026 MEETING; AND

WHEREAS, IT IS ANTICIPATED THAT AT ITS OCTOBER 14, 2026 MEETING, THE PLANNING BOARD WILL (1) ADOPT A SEQRA FINDINGS STATEMENT COMPLETING THE SEQRA PROCESS AND (2) ISSUE A ZONING REPORT TO THE TOWN BOARD REGARDING THE ZONING PETITION; AND WHEREAS, THE ZONING PETITION HAS BEEN CIRCULATED TO THE ROCKLAND COUNTY PLANNING BOARD FOR ITS REVIEW AND COMMENT; AND

WHEREAS, THE TOWN BOARD INTENDS TO CONSIDER LOCAL LAW #6 OF 2026 TO ADOPT THE ZONE TEXT AMENDMENT FOR THE LA-17 ZONING DISTRICT AND THE ZONE CHANGE FOR THE SUBJECT PARCEL AS SET FORTH IN THE ZONING PETITION; AND

NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY CALLS FOR A PUBLIC HEARING TO BE HELD ON LOCAL LAW #6 OF 2026 ON TUESDAY, OCTOBER 27, 2026 IN THE LARGE MEETING ROOM OF TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE; AND

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

8. BUDGET ADJUSTMENTS FOR PERIOD ENDING IN SEPTEMBER 30, 2026

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$140,000.00, PART-TOWN FUND IN THE AMOUNT OF \$35,000.00, HIGHWAY DA FUND IN THE AMOUNT OF \$55,000.00, AND HIGHWAY DB FUND IN THE AMOUNT OF \$850,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN SEPTEMBER 30, 2026 (SEE ATTACHED BUDGET ADJUSTMENTS.)

9. RETAINER AGREEMENT BETWEEN WILLIAM M. STEIN, ESQ. AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY RETAINS THE SERVICES OF WILLIAM M. STEIN, ESQ. OF NEW JERSEY, TO PROVIDE LEGAL SERVICES (AS SPECIFIED IN THE PROPOSAL DATED OCTOBER 2026) TO THE TOWN OF HAVERSTRAW COMMENCING ON NOVEMBER 1, 2026 AND ENDING ON DECEMBER 31, 2026 AT A MONTHLY FEE OF \$11,025.00.

10. AWARD OF RFQ NO. 34 2026 – TO PURCHASE GIVEAWAY ITEMS FOR YOUTH EVENTS

RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO CHIEF OF POLICE JOHN GOULD, JR. TO PURCHASE GIVE AWAY ITEMS REQUESTED BY DETECTIVE SPATTA FOR YOUTH EVENTS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 34 2026 TO FOREMOST PROMOTIONS OF MOORESTOWN, NEW JERSEY, THE SOLE PROVIDER, AT A COST OF \$4,846.19, UTILIZING NR- DAP FUNDS GRANT.

11. ACCEPTANCE OF LETTER OF RESIGNATION – MICHAEL SANSONETTI, JR.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR HAVERSTRAW YOUTH BOARD MEMBER FOR THE TOWN OF HAVERSTRAW, MICHAEL SANSONETTI, JR. EFFECTIVE NOVEMBER 1, 2026.

12. RESOLUTION TO APPROVE SPONSORSHIP FOR FUNDACION MONUMENTO VIVIENTE DE NUEVA YORK

WHEREAS, THE TOWN OF HAVERSTRAW TOWN BOARD WISHES TO SUPPORT THE NOT-FOR PROFIT ORGANIZATION, FUNDACION MONUMENTO VIVIENTE DE NUEVA YORK, AND

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES A SPONSORSHIP TO FUNDACION MONUMENTO VIVIENTE, INC. IN THE AMOUNT OF \$300.00.

13. AUTHORIZATION TO LEASE POSTAGE METER FROM PITNEY BOWES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A LEASE AGREEMENT WITH PITNEY BOWES OF PURCHASE, NEW YORK FOR THE PURPOSE OF PROVIDING A DIGITAL MAILING SYSTEM AT A MONTHLY COST OF \$349.74 FOR 60 MONTHS.

14. CLOSE CAPITAL PROJECT – 2026 PAVER-PLACED SURFACE TREATMENT PROJECT TYPE B #1

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS J. BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE 2026 PAVER-PLACED SURFACE TREATMENT PROJECT TYPE B CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF \$450,000.00 FROM THE HIGHWAY DB FUND OF WHICH \$390,074.53 WAS EXPENDED LEAVING A BALANCE OF \$59,925.47 WHICH WILL BE TRANSFERRED BACK TO THE HIGHWAY DB FUND AS AN INTERFUND TRANSFER.

15. CLOSE CAPITAL PROJECT – 2026 PAVING OF TOWN ROADS #2

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS J. BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE 2026 PAVING OF TOWN ROADS CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF \$1,500,000.00 FROM THE HIGHWAY DB FUND OF WHICH \$1,414,205.43 WAS EXPENDED LEAVING A BALANCE OF \$85,794.57 WHICH WILL BE TRANSFERRED BACK TO THE HIGHWAY DB FUND AS AN INTERFUND TRANSFER.

16. CLOSE CAPITAL PROJECT – CONSTRUCTION OF THE HIGHWAY GARAGE EMERGENCY ACCESS ROAD FOR THE TOWN OF HAVERSTRAW

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CONSULTANT ENGINEER MICHAEL TAMBLIN OF OF TAMBLIN ENGINEERING, PLLC, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE CONSTRUCTION OF THE HIGHWAY GARAGE EMERGENCY ACCESS ROAD FOR THE TOWN OF HAVERSTRAW CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF \$300,000.00 FROM GENERAL FUND OF WHICH \$297,423.00 WAS EXPENDED LEAVING A BALANCE OF \$2,577.00 WHICH WILL BE TRANSFERRED BACK TO THE GENERAL FUND AS AN INTERFUND TRANSFER.

17. RESOLUTION TO AUTHORIZE REPAIR OF VEHICLE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE REPAIR OF A PRIVATE VEHICLE OWNED BY EDILIA ESTEVEZ, FOLLOWING DAMAGE SUSTAINED DURING A LAW ENFORCEMENT INCIDENT ON MAY 23, 2026; AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD APPROVES SAID REPAIRS TO BE PERFORMED BY LUKES AUTO BODY INC. OF HAVERSTRAW, NEW YORK, AT A COST OF \$533.00.

18. LIMITING THE SHIFT BETWEEN CLASSES OF TAXABLE PROPERTY IN THE TOWN OF HAVERSTRAW, COUNTY OF ROCKLAND

WHEREAS, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW WISHES TO ACCEPT AND ADOPT THE AMENDMENT TO REAL PROPERTY TAX LAW SIGNED BY THE GOVERNOR OF THE STATE OF NEW YORK ON SEPTEMBER 25, 2026, BILL S9059, A10184, CHAPTER 299;

NOW, THEREFORE, BE IT

RESOLVED, THE TOWN BOARD HEREBY ADOPTS THE PROVISION AMENDING SUBPARAGRAPH (XXVII) PARAGRAPH (A) OF SUBDIVISION 3 OF SECTION 1903 OF THE REAL PROPERTY LAW AS AMENDED BY CHAPTER 130 OF THE LAWS OF 2026, IS AMENDED TO READ AS FOLLOWS:

(XXVII) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, IN AN APPROVED ASSESSING UNIT IN THE TOWN OF HAVERSTRAW, COUNTY OF ROCKLAND AND FOR CURRENT BASE PROPORTIONS TO BE DETERMINED BY TAXES BASED ON SUCH APPROVED ASSESSING UNIT'S TWO THOUSAND TWENTY-SIX, AND TWO THOUSAND TWENTY SEVEN ASSESSMENT ROLLS, THE CURRENT BASE PROPORTION OF ANY CLASS SHALL NOT EXCEED THE ADJUSTED BASE PROPORTION OR ADJUSTED PROPORTION, WHICHEVER IS APPROPRIATE, OF THE IMMEDIATELY PRECEDING YEAR, BY MORE THAN ONE PERCENT, PROVIDED THAT SUCH APPROVED ASSESSING UNIT HAS PASSED A LOCAL LAW, ORDINANCE OR RESOLUTION PROVIDING THEREFOR. WHERE THE COMPUTATION OF CURRENT BASE PROPORTIONS WOULD

OTHERWISE PRODUCE SUCH RESULT, THE CURRENT BASE PROPORTION OF SUCH CLASS OR CLASSES SHALL BE LIMITED TO SUCH ONE PERCENT INCREASE AND THE LEGISLATIVE BODY OF SUCH APPROVED ASSESSING UNIT SHALL ALTER THE CURRENT BASE PROPORTION OF EITHER CLASS SO THAT THE SUM OF THE CURRENT BASE PROPORTIONS EQUALS ONE.

THIS ACT SHALL TAKE EFFECT IMMEDIATELY.

19. APPROVAL FOR EMERGENCY TREE REMOVAL AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY TREE REMOVAL AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE BY CEDAR POND TREE & CRANE SERVICE OF STONY POINT, NEW YORK AT A COST OF \$1,750.

20. AWARD OF RFP NO. 16 – 2026 – PRINTING AND MAILING OF 2026 TOWN OF HAVERSTRAW NEWSLETTER

RESOLVED, THAT THREE (3) REQUESTS FOR PROPOSAL WERE REQUESTED AND ONE (1) RFP WAS SUBMITTED TO OLIVIA HITCHINGS, SENIOR CLERK, FOR PRINTING AND MAILING THE 2026 TOWN OF HAVERSTRAW NEWSLETTER, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP NO. 16- 2026 TO STAR PRESS OF VALLEY COTTAGE, NEW YORK, AT A COST OF \$6,400.00, THE SOLE PROPOSAL.

21. APPROVE INTERMUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF WEST HAVERSTRAW AND THE TOWN OF HAVERSTRAW AND RELATING TO THE BIDDING AND CONSTRUCTION OF SIDEWALKS AND CURBING ON AND ALONG EAST RAILROAD AVENUE AND BEACH ROAD, LOCATED PARTIALLY IN THE VILLAGE AND PARTIALLY WITHIN THE UNINCORPORATED TOWN

WHEREAS, , PURSUANT TO ARTICLE 5-G OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK, AND, MORE SPECIFICALLY, ARTICLE 5-G, § 119-O, THE VILLAGE OF WEST HAVERSTRAW (THE “VILLAGE”) AND THE TOWN OF HAVERSTRAW (THE “TOWN”) ARE EACH AUTHORIZED TO ENTER INTO A MUNICIPAL COOPERATION AGREEMENT WITH THE OTHER FOR THE IMPLEMENTATION OF A “JOINT SERVICE”, DEFINED AS THE JOINT PROVISION OF ANY MUNICIPAL FACILITY, SERVICE, ACTIVITY, PROJECT OR UNDERTAKING OR THE JOINT PERFORMANCE OR EXERCISE OF ANY FUNCTION OR POWER WHICH EACH OF THE MUNICIPAL CORPORATIONS OR DISTRICTS HAS THE POWER BY ANY OTHER GENERAL OR SPECIAL LAW TO PROVIDE, PERFORM OR EXERCISE, SEPARATELY; AND

WHEREAS, THE VILLAGE AND THE TOWN WISH TO UNDERTAKE A JOINT HIGHWAY PROJECT, CONSISTING OF THE INSTALLATION OF SIDEWALKS AND CURBING ALONG A CONTIGUOUS STRETCH OF EAST RAILROAD AVE. AND BEACH ROAD, LOCATED PARTIALLY IN THE VILLAGE AND PARTIALLY IN THE TOWN, THE SAID PROJECT TO BE FUNDED BY THE COUNTY OF ROCKLAND, PURSUANT TO SEPARATE INTERMUNICIPAL AGREEMENTS, ONE BETWEEN THE COUNTY AND VILLAGE, AND ONE BETWEEN THE COUNTY AND TOWN (THE “PROJECT”); AND

WHEREAS, THE VILLAGE AND THE TOWN EACH BELIEVE IT TO BE IN THEIR RESPECTIVE BEST FINANCIAL AND OTHER INTERESTS TO BID, AND TO DEVELOP, THE PROJECT AS A SINGLE PROJECT, UTILIZING THE SAME PROFESSIONAL ENGINEERING FIRM, *VIZ.*, TAMBLIN ENGINEERING, PLLC, TO DESIGN AND OVERSEE CONSTRUCTION, AND THE SAME CONSTRUCTION

CONTRACTOR (TO BE DETERMINED FOLLOWING BID) TO UNDERTAKE AND COMPLETE THE ACTUAL CONSTRUCTION WORK,

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES, PURSUANT TO GENERAL MUNICIPAL LAW ARTICLE 5-G, §§ 119-N(A)(A) AND 119-O(1), A CERTAIN INTERMUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF WEST HAVERSTRAW AND THE TOWN OF HAVERSTRAW, IN THE FORM ANNEXED HERETO AND MADE A PART HEREOF, RELATING TO THE DESIGN, BIDDING AND CONSTRUCTION OF THE REFERENCED SIDEWALK AND CURB PROJECT, SUBJECT TO A CORRESPONDING RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF WEST HAVERSTRAW;

**AND, BE IT FURTHER RESOLVED, THAT THAT THE SUPERVISOR OR HIS DESIGNATED REPRESENTATIVE, SHALL BE AUTHORIZED TO SIGN THE ANNEXED AGREEMENT, AND TO TAKE SUCH OTHER AND FURTHER STEPS AS MAY BE REQUIRED TO EFFECTUATE ITS PURPOSE AND INTENT.
ON ROLL CALL THE VOTE WAS AS FOLLOWS:**

SUPERVISOR	HOWARD T. PHILLIPS, JR.
COUNCILMAN	ISIDRO CANCEL
COUNCILMAN	VINCENT GAMBOLI
COUNCILMAN	JOHNNY ORTIZ
COUNCILMAN	RALPH W. KIRSCHKE

22. RESOLUTION TO APPROVE SPONSORSHIP FOR UNITED HOSPICE CELEBRATION OF CARING GALA

WHEREAS, THE TOWN OF HAVERSTRAW TOWN BOARD WISHES TO SUPPORT THE UNITED HOSPICE, AND

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES A SPONSORSHIP FOR THE UNITED HOSPICE CELEBRATION OF CARING GALA IN THE AMOUNT OF \$2,500.00.

23. AWARD OF RFP NO. 17 - 2026 – REPAIR OF A 2020 CHEVY TAHOE- TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO POLICE CHIEF JOHN J. GOULD FOR THE REPAIR OF A TOWN OF HAVERSTRAW POLICE DEPARTMENT VEHICLE (2020 CHEVY TAHOE), AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 17 - 2026 TO THE PAINTER OF HAVERSTRAW, NEW YORK, AT A COST OF \$3,348.15, THE SOLE PROPOSAL.

Town of Haverstraw – Veterans Tax Exemption Local Law

TOWN OF HAVERSTRAW INTRODUCTORY LOCAL LAW LOCAL LAW NO. 5 - 2026

VETERANS TAX EXEMPTION AMENDMENTS

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

Section 1. Chapter 152 of the Code of the Town of Haverstraw is hereby amended by adding a new Article XII, titled "Veterans Tax Exemption – 100% Service Connected Disability," to read as follows:

§ 152-43. Legislative intent. State Real Property Tax Law § 458-a authorizes a municipality to adopt a local law to include the primary residence of any seriously disabled veteran. The intent of this local law is to allow such property tax exemption upon application made by a seriously disabled veteran in accordance with Real Property Tax Law § 458-a.

§ 152-44. Qualification for exemption. The primary residence of any seriously disabled veteran shall be fully exempt from taxation and special district charges, assessments and special ad valorem levies, provided that such veteran meets all other requirements of this section and such veteran has met at least one of the criteria set forth in paragraph (a) of this subdivision and the criterion set forth in paragraph (b) of this subdivision. To be eligible for such exemption, a veteran:

(a)(i) must have been discharged or released from active military, naval, space or air service, including army and air national guard services performed pursuant to federal orders under title 10 of the United States code, under honorable conditions; or

(ii) must have a qualifying condition, as defined in section one of the veterans' services law, and must have received a discharge other than bad conduct or dishonorable from such service; or

(iii) must be a discharged LGBT veteran, as defined in section one of the veterans' services law, and must have received a discharge other than bad conduct or dishonorable from such service; and

(b) must be considered by the United States department of veterans affairs to be permanently and totally disabled as a result of military service, as evidenced by a letter, official form, or other documents sent to such veteran from such department that specifically states such veteran is considered to be permanently and totally disabled as a result of such service.

(c) In no case shall the taxable assessed value of the property of a qualifying veteran be reduced below zero. Nothing contained herein shall be construed to require or authorize the discontinuance of any exemption granted pursuant to subdivision three of section four hundred fifty-eight of the Real Property Tax Law.

(d) Each county, city, town, village or school district that adopts a local law or resolution for the exemption authorized by this subdivision shall notify the department of veterans' services within thirty days of such adoption; provided, however, that a failure to notify the department of veterans' services within thirty days shall not render such local law or resolution ineffective. The department of veterans'

services shall compile and maintain a publicly available record of each such county, city, town, village or school district that has adopted such exemption.

Section 2. This local law shall take effect immediately and shall apply to assessment rolls based on taxable status dates occurring on or after October 1, 2026.

**TOWN OF HAVERSTRAW
LOCAL LAW NO. 6 of 2026**

**A LOCAL LAW AMENDING TOWN CODE CHAPTER 167 REGARDING LA-17
ZONING DISTRICT**

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

SECTION 1. Authority

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

SECTION 2. Title, Intent and Purpose

This local law shall be known and cited as “a Local Law amending Chapter 167 of the Town Code regarding the LA-17 Zoning District.”

The Town of Haverstraw has received an application for the proposed development of a 23.86-acre portion (“Subject Parcel”) of the Letchworth Village Property (Tax Lot 19.16-1-14) with 300 residential units in seven buildings, together with internal roadways and other related improvements, which requires site plan and subdivision approval from the Planning Board. In connection with the proposed project, Haverstraw Group, LLC, as Assignee of and Successor to BNE Acquisitions, LLC, submitted a First Amended Petition seeking to change the zone of the Subject Parcel from the R-120 zoning district to the LA-17 zoning district, and also sought a zone text amendment to permit a maximum building height of 50 feet in the LA-17 zoning district where the Code currently permits a maximum building of 40 feet. The Planning Board served as lead agency for a coordinated review pursuant to the State Environmental Quality Review Act and completed the SEQRA process with the adoption of a Findings Statement on October 14, 2026.

SECTION 3. Zone Text Amendment

Chapter 167 of the Code of the Town of Haverstraw, Attachment “2”, the Table of General Bulk Requirements, is amended as follows (deletions in ~~striketrough~~ and additions in *italics*):

1	11
District	Maximum Building Height

LA-17	40 50
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SECTION 4. Rezoning of a 23.86-acre Portion of Tax Lot 19.16-1-14

The Town Board hereby rezones that 23.86-acre portion of Tax Lot 19.16-1-14 as described in metes and bounds on the attached Schedule A and as depicted on the attached Schedule A-1 from the R-120 zoning district to the LA-17 zoning district, subject to the Planning Board granting approval to subdivide this parcel from the remainder of Tax Lot 19.16-1-14 and the approved subdivision plat being filed with the Rockland County Clerk. Upon the subdivision plat being filed with the Rockland County Clerk, the Town Zoning Map shall be amended to reflect this parcel as being in the LA-17 zoning district.

This rezoning is granted solely in connection with the 300-unit residential development that was reviewed by the Planning Board under the State Environmental Quality Review Act and culminated in the adoption of a Findings Statement on October 14, 2026. Should there be any changes to the proposed development that require supplemental review pursuant to SEQRA, this rezoning shall become null and void and the zoning shall revert to the R-120 zoning district.

SECTION 5. Validity.

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

SECTION 6. Effective Date.

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

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF HAVERSTRAW

RETAINER AGREEMENT

The Town of Haverstraw (the "Town") hereby retains William M. Stein, Esq. to perform all services he previously provided as Town Attorney, including but not limited to advising the Supervisor, Town Board, Police Department, Department Heads and other Town employees as required; attendance at Town Board meetings; representation in Tax Certiorari proceedings; overseeing code violation proceedings; working the Towns outside consultats; etc.

William M. Stein shall receive a monthly fee of eleven thousand one hundred dollars (\$11,025.00), commencing November 1,2026 thru December 31,2026. William M. Stein shall not be an employee of the Town, but shall be an independent contractor.

The term of this agreement will end on the date of the Town reorganization meeting held in January ,2027.

Dated: ,2026

William M. Stein

Town of Haverstraw

By: _____
Howard T. Phillips, Jr., Supervisor



Foremost Promotions

1270 Glen Avenue - Moorestown, NJ 08057

Phone: 800-431-3473 Fax: 800-528-4366

QUOTATION

Quotation No : 50028

Quotation Date : 09/28/2026

Quotation Valid Until : 10/28/2026

Account Details		Shipping
Town of Haverstraw Police Department Richard Spatta 101 West Ramapo Road Garnerville, NY 10923 USA		Town of Haverstraw Police Department Richard Spatta 101 West Ramapo Road Garnerville, NY 10923
Contact: TeamLaurenG@promotionsnow.com		
Sales Person Lauren Giovine		
Account No : 415049		
Ship Method :		

Please note: XR- 2061892

Line #		Quantity	Unit Price	Total
1	Item Number: AK2011 Description: Sun Fun Color Changing Wristband Bracelet (2026)	250	1.61	402.50
2	Item Number: HT6660 Description: Malibu Style Sunglasses (2026)	100	2.37	237.00
3	Item Number: AN1055 Description: Police Rubber Ducky (2026)	100	4.24	424.00
4	Item Number: AR8870 Description: Police Woman Stress Reliever (2026)	100	3.32	332.00
5	Item Number: STR558 Description: Policeman Stress Reliever (2026)	150	4.42	663.00
6	Item Number: RF3000 Description: Reflective Safety Slap-Wrap® Wristband (2026)	250	2.26	565.00
7	Item Number: AK6007 Description: Mood Color Changing Stadium Cup, 12oz. (2026)	250	1.14	285.00
8	Item Number: HT1060 Description: Everyday Polyester Cinchpack (2026)	150	2.11	316.50
9	Item Number: TK1055 Description: On the Go Foil Lined Non-Woven Grocery Tote (2026)	150	2.39	358.50
10	Item Number: SC Description: Set Up Charge	1	0.00	0.00
11	Item Number: HH2950 Description: Madison Magnetic Flashlight (2026)	250	2.39	597.50
12	Item Number: SC Description: Set Up Charge	1	0.00	0.00
13	Item Number: PM3331 Description: Weekly Pill Box (2026)	200	2.27	454.00
14	Item Number: SC Description: Set Up Charge	1	0.00	0.00

Line #		Quantity	Unit Price	Total
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Please note: MATCH CUSTOMER

1.TK1055
Navy Blue
White imprint
Art on file 867277

2.HH2950
Blue
White imprint
Art on file 867277

3.PM3331
Multi color
Black imprint
Art on file 867273

Total Before Discount	\$4,635.00
Discount	0.00
Subtotal	\$4,635.00
Shipping	211.19
Tax	0.00
Total Order Value	\$4,846.19
Balance Due	\$4,846.19

Fundación Monumento Viviente, Inc. of New York
189 Sherman Avenue Apt 51
New York, NY 10034

October 6, 2026

Dear Supervisor Phillips and Town Board Members,

On behalf of Fundación Monumento Viviente, Inc. of New York, a registered not-for-profit organization, I am writing to respectfully request the Town of Haverstraw's sponsorship for our upcoming fundraiser. Our organization is deeply committed to selflessly serving impoverished individuals and families. Through our extensive mission work, we provide vital, life-changing resources either completely free of charge or at a fraction of standard costs.

Every dollar raised from this fundraiser will directly sustain and expand our comprehensive community programs, which include:

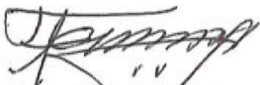
- **Nursery Center:** Providing free or low-cost childcare assistance for single mothers, empowering them to secure employment and achieve financial independence.
- **Pre-K–12 School:** Offering completely free quality education to children, ensuring financial hardship never stands in the way of a child's future.
- **Technical School:** Providing tuition-free vocational training to equip adults with the practical skills needed for stable careers.
- **Senior Home:** Providing a safe, free living environment for elderly individuals, complete with food, medical care, bathing assistance, and daily essential needs.
- **Medical Clinic:** Performing critical surgeries and medical procedures at highly reduced, affordable rates for those without access to traditional healthcare.
- **Low-Cost Pharmacy:** Supplying essential, life-saving medications at minimal costs to ensure patients can afford their prescriptions.
- **Dental Office:** Delivering comprehensive dental care completely free of charge to restore health and smiles to those in need.

We believe that true community upliftment happens when local leadership and charitable organizations work hand in hand. A sponsorship from the Town of Haverstraw would not only make this event a success but would also directly impact the lives of hundreds of vulnerable individuals who rely on our daily services.

Thank you for your time, consideration, and continuous dedication to the residents and community partners of Haverstraw. We welcome the opportunity to discuss this request further or provide any additional information you may need.

Sincerely,

Frank Caceres



Board Member]

Fundación Monumento Viviente, Inc. of New York

Sourcewell State & Local FMV Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
TOWN OF HAVERSTRAW	136007298

Sold-To: Address

1 Rosman Rd Ste 1, Garnerville, NY, 10923-1743, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Howard T. Phillips Jr	845-429-2200	0012874402

Bill-To: Address

1 Rosman RdSte 1, Garnerville, NY, 10923-1743, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Howard T. Phillips Jr	845-429-2200	0012874402	supervisor@townofhaverstraw.gov

Ship-To: Address

1 Rosman Rd Ste 1, Garnerville, NY, 10923-1743, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Donna Rose	845-429-2200	0012874402

PO

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSA	145 LPM Speed
1	AZBG	Black Graphics Upgrade
1	CAABL	Cost Accounting - 100 Accounts
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBA	MailCenter 1000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker

1	MW92705	MailCenter 15in Display
1	SJM1	SoftGuard - 1000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 349.74	\$ 1,049.22

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- ☒ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☐ Purchase Power® transaction fees included
☒ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 070125-PIT, effective date August 7, 2025 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

070125-PIT

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Jacob Leonard

jacob.leonard@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



LUKES AUTO BODY INC

member of assured performance oem -certified networks

22 Maple Ave, Haverstraw, NY 10927

Phone: (845) 429-2002

FAX: (845) 429-2003

Workfile ID: ffd53645
Federal ID: 13-2958588
State ID: 32724
Resale Number: 13-2958588
Federal EPA: 3-3922-00083
State EPA: 3-3392-00083-0000
License Number: 3
R-713-1506

Preliminary Estimate

Customer: ESTEVEZ, EDILIA

Job Number:

Written By: MIGUEL A QUEZADA

Insured: ESTEVEZ, EDILIA

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 01 Right Front

Owner:

ESTEVEZ, EDILIA
11 FOURTH ST
HAVERSTRAW, NY 10927

Inspection Location:

LUKES AUTO BODY INC
22 Maple Ave
Haverstraw, NY 10927
Repair Facility
(845) 429-2002 Business

Insurance Company:

VEHICLE

2014 TOYO RAV4 XLE AWD 4D-UTV 4-2.5L Gasoline Sequential MPI WHITE

VIN: 2T3RFREV3EW174470

Interior Color:

Mileage In:

Vehicle Out:

License: FZA2549

Exterior Color: WHITE

Mileage Out:

State: NY

Production Date:

Condition: Fair

Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

ROOF

Luggage/Roof Rack

Electric Glass Sunroof

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors
California Emissions

TRUCK

Power Trunk/Liftgate

Preliminary Estimate

Customer: ESTEVEZ, EDILIA

Job Number:

2014 TOYO RAV4 XLE AWD 4D UTV 4-2.5L Gasoline Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	*	Rpr RT Fender Canada built				3.0	1.8
3		Add for Clear Coat					0.7
4		R&I RT Wheel opng mldg Canada Built				0.3	
5		R&I RT Corner molding Canada built				0.1	
6		MISCELLANEOUS OPERATIONS					
7	#	miss. hardware clip, screw etc		1	25.00 T		
8	*	Repl Cover car/bag		1	7.00	0.2	
9	#	haz.waste. removal		1	4.50 T		
SUBTOTALS					36.50	3.6	2.5

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			7.00
Body Labor	3.6 hrs @	\$ 65.00 /hr	234.00
Paint Labor	2.5 hrs @	\$ 65.00 /hr	162.50
Paint Supplies	2.5 hrs @	\$ 40.00 /hr	100.00
Miscellaneous			29.50
Subtotal			533.00
Sales Tax	\$ 533.00 @	8.3750 %	~~44.64~~
Grand Total			577.64

Tax exempt \$533.00

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS AND/OR LABOR WHICH MAY BE REQUIRED TO RESTORE YOUR VEHICLE TO IT'S PRE-ACCIDENT CONDITION. PART PRICES ARE SUBJECT TO INVOICE

I _____ HERE BY AUTHORIZE REPAIRS TO MY VEHICLE

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and



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

HARLEY V. McNALLY
ASSESSOR

**Limiting the Shift between Classes of Taxable Property in the Town of Haverstraw,
County of Rockland**

WHEREAS, the Town Board of the Town of Haverstraw wishes to accept and adopt the amendment to Real Property Tax Law signed by the Governor of the State of New York on September 25, 2026, Bill s9059, A10184, Chapter 299;

NOW, THEREFORE, be it

RESOLVED, the Town Board hereby adopts the provision amending Subparagraph (xxvii) paragraph (a) of subdivision 3 of section 1903 of the real Property Law as amended by chapter 130 of the laws of 2026, is amended to read as follows:

(xxvii) Notwithstanding any other provision of law, in an approved assessing unit in the Town of Haverstraw, County of Rockland and for current base proportions to be determined by taxes based on such approved assessing unit's two thousand twenty-six, and two thousand twenty-seven assessment rolls, the current base proportion of any class shall not exceed the adjusted base proportion or adjusted proportion, whichever is appropriate, of the immediately preceding year, by more than one percent, provided that such approved assessing unit has passed a local law, ordinance or resolution providing therefor. Where the computation of current base proportions would otherwise produce such result, the current base proportion of such class or classes shall be limited to such one percent increase and the legislative body of such approved assessing unit shall alter the current base proportion of either class so that the sum of the current base proportions equals one. This act shall take effect immediately.

Dated: October 8, 2026

LIMITING THE SHIFT BETWEEN CLASSES OF TAXABLE PROPERTY IN THE TOWN OF HAVERSTRAW

STATE OF NEW YORK

10184

IN ASSEMBLY

February 12, 2026

Introduced by M. of A. P. CARROLL -- read once and referred to the
Committee on Real Property Taxation

AN ACT to amend the real property tax law, in relation to limiting the
shift between classes of taxable property in the town of Haverstraw,
county of Rockland

The People of the State of New York, represented in Senate and Assem-
bly, do enact as follows:

- 1 Section 1. Subparagraph (xxvii) of paragraph (a) of subdivision 3 of
2 section 1903 of the real property tax law, as added by chapter 340 of
3 the laws of 2025, is amended to read as follows:
4 (xxvii) Notwithstanding any other provision of law, in an approved
5 assessing unit in the town of Haverstraw, county of Rockland and for
6 current base proportions to be determined by taxes based on such
7 approved assessing unit's two thousand [~~twenty-five-two thousand twen-~~
8 ~~ty-six~~] twenty-six--two thousand twenty-seven assessment rolls, the
9 current base proportion of any class shall not exceed the adjusted base
10 proportion or adjusted proportion, whichever is appropriate, of the
11 immediately preceding year, by more than one percent, provided that such
12 approved assessing unit has passed a local law, ordinance or resolution
13 providing therefor. Where the computation of current base proportions
14 would otherwise produce such result, the current base proportion of such
15 class or classes shall be limited to such one percent increase and the
16 legislative body of such approved assessing unit shall alter the current
17 base proportion of either class so that the sum of the current base
18 proportions equals one.
19 § 2. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD14642-01-6

Proposal

Page NO.

of

pages



CEDAR POND TREE & CRANE SERVICE

P.O. BOX 222
STONY POINT, NY 10980
www.cedarpondtree.net

(845) 947-2612 Fax (845) 947-5321

PROPOSAL SUBMITTED TO <i>Town of Haverstraw</i>		PHONE	DATE <i>10/7/26</i>
STREET		JOB NAME <i>Golf Course</i>	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT <i>Chris 521-2026</i>	DATE OF PLANS	<i>cdyrott398@gmail.com</i>	JOB PHONE

We hereby submit specifications and estimates for:

*Removal of 1 large locust tree hanging over house
and 2 dead trees leaning towards house.*

1,750.00

Price includes removal of all debris from site

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

Upon completion of work

dollars (\$ *1,750.00*).

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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

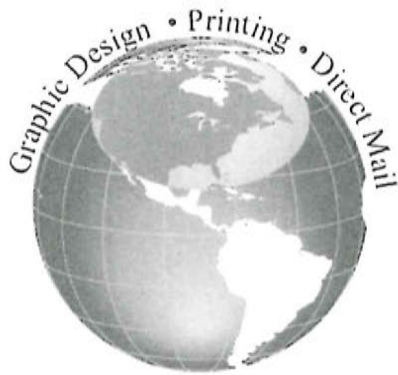
Note: This proposal may be withdrawn by us if not accepted within *30* days.

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

Date of Acceptance:

Signature

Signature



Star Press
614 Corporate Way
Suite 8
Valley Cottage New York 10989
starpress9@aol.com
P: 845-268-2294

QUOTE

Quote EST-0007035
Date: 10/17/2025

Olivia Hitchings
Town of Haverstraw

Dear Olivia,

Regarding your recent inquiry, the quote you requested has been provided below.

Item Title	Newsletter 16 page self cover
Description	1 Section Booklet
Artwork	Artwork Supplied
Color	CMYK full Color process
Size	Letter: 11 x 8.50 In.
Material	Section 1:80lb Gloss Text
Delivery	Monsey bulk mail center, then to local post offices in the Town of Haverstraw
Finishing	Cut, Fold and Saddle Stitch
Proofs	PDF
Packing	Mail Trays
Notes	Postage estimate will be supplied if awarded the project.

Quantity	Qty: 14000
Price ex Tax	\$6,400.00
Tax	\$0.00
Price inc Tax	\$6,400.00

Kind regards,
Marino Nicolich

INTERMUNICIPAL AGREEMENT BETWEEN

THE VILLAGE OF WEST HAVERSTRAW

AND

THE TOWN OF HAVERSTRAW,

**RELATING TO THE BIDDING AND CONSTRUCTION OF SIDEWALKS AND
CURBS ON AND ALONG EAST RAILROAD AVE. AND BEACH RD.
PARTIALLY IN THE VILLAGE OF WEST HAVERSTRAW AND PARTIALLY
IN THE TOWN OF HAVERSTRAW**

AGREEMENT made this ____ day of _____, 2026, by and between the Village of West Haverstraw, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at 130 Samsondale Avenue, in the Village of West Haverstraw, in the County of Rockland, in the State of New York (hereinafter the "Village") and the Town of Haverstraw, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at One Rosman Road, in the Town of Haverstraw, in the County of Rockland, in the State of New York (hereinafter the "Town").

WITNESSETH

WHEREAS, pursuant to Article 5-G of the General Municipal Law of the State of New York, and, more specifically, Article 5-G, § 119-o, the Village and Town are each authorized to enter into a municipal cooperation agreement with the other for the implementation of a "Joint service", defined as the joint provision of any municipal facility, service, activity, project or undertaking or the joint performance or exercise of any function or power which each of the municipal corporations or districts has the power by any other general or special law to provide, perform or exercise, separately and, to effectuate the purposes of this article; and

WHEREAS, the Village and the Town wish to undertake a joint highway project, consisting of the installation of sidewalks and curbing along a contiguous stretch of East Railroad Ave. and Beach Road, located partially in the Village and partially in the Town, the said project to be funded by the County of Rockland, pursuant to separate Intermunicipal Agreements, one between the County and Village, and one between the County and Town (the "Project"); and

WHEREAS, the Village and the Town each believe it to be in their respective best financial and other interests to utilize the same professional engineering firm, *viz.*, Tamblin Engineering, PLLC, to design and oversee construction of the Project, and the same construction contractor (to be determined following Bid) to undertake and complete the actual construction work; and

WHEREAS, the governing Boards of the Village and the Town, by resolution, have each approved the implementation of the Project as a joint endeavor, pursuant to this intermunicipal agreement,

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

1. PROJECT DESIGN.

This Agreement relates to the “East Railroad Ave. and Beach Rd. Sidewalk Improvement Project” (hereinafter the “Project”). Preliminary Plans, Drawings and Specifications, as may from time to time be amended or changed, have been developed for both the Town and Village by Tamblin Engineering, PLLC (the parties’ “Consulting Engineer”).

More specifically, the Project Plans, Drawings and Specifications, at the 90% design stage, consist of:

Preliminary Bid and Contract Drawings, 19 pages, as follows:

- G-001 Cover Sheet – Drawing Index;
- G-002 General Notes and Legends, dated 06/17/2026;
- G-003 Key Plan, dated 06/17/2026;
- C-001 Demolition and Erosion and Sediment Control Plan, dated 06/17/2026 – *Wayne Ave. to Knox Street*;
- C-002 Demolition and Erosion and Sediment Control Plan, dated 06/17/2026 – *Knox Street*;
- C-003 Demolition and Erosion and Sediment Control Plan, dated 06/17/2026 – *Taneyannes Lane*;
- C-004 Demolition and Erosion and Sediment Control Plan, dated 06/17/2026 – *Beach Rd. 1*;
- C-101 Materials Plan, dated 06/17/2026 -- *Wayne Ave. to Knox Street*;
- C-102 Materials Plan, dated 06/17/2026 -- *Knox Street*;
- C-103 Materials Plan, dated 06/17/2026 – *Taneyannes Lane*;
- C-104 Materials Plan, dated 06/17/2026 – *Beach Road 1*;
- C-105 Materials Plan, dated 06/17/2026 – *Beach Road 2*;
- C-106 Materials Plan, dated 06/17/2026 – *Beach Road 3*;
- C-107 Materials Plan, dated 06/17/2026 – *Gagan Road*;

- C-108 Materials Plan, dated 06/17/2026 – *Beach Road 4*;
- C-109 Materials Plan, dated 06/17/2026 – *Cedar Pond Brook*;
- C-601 Details, dated 06/17/2026;
- C-602 Details, dated 06/17/2026;
- C-603 Details, dated 06/17/2026.

Preliminary Technical Specifications, -- 157 pages

The aforesaid design documents, and any amendments thereto, are expressly incorporated herein by reference.

The final design and construction documents, when fully developed, are subject to review and approval by each of the parties hereto, as well as by the County of Rockland as hereinafter provided.

2. PROJECT COST AND FUNDING

The parties agree that, in order to ensure the efficient implementation of the Project, and to limit, to the extent possible, any unnecessary duplication of expense or cost of services to either, the full amount of the legislative appropriation by the County, *to wit*, ONE MILLION SEVEN HUNDRED SIXTY FOUR THOUSAND SEVEN HUNDRED FIVE DOLLARS AND 88/100 (\$1,764,705.88)(the “Allocated Grant Funds”), shall be available for the completion of the Project without regard to dimensional or other variances in terms of the scope of the Project within each jurisdiction, it being understood that there may be different construction challenges, potentially impacting the cost of the Project, presented by the topography and/or other physical features or characteristics of the lands to be improved in each jurisdiction.

In the event the Allocated Grant Funds may be insufficient to complete the Project as designed, the parties agree to work together to secure additional funds from the County and/or, if necessary, to equitably adjust the Project scope to ensure its completion within the available funding.

3. PROJECT BIDDING, AWARD, CONTRACT AND CONTRACT SUPERVISION

a) Bidding, Award and Contract Supervision.

The parties acknowledge that, to the extent the Project constitutes a “public works project” it is subject to the competitive bidding requirements of Article 5-A of the N.Y.S. General Municipal Law, as well as the prevailing wage, benefits and hours provisions of the N.Y.S. Labor Law, and otherwise in compliance with all applicable federal, state and local laws.

In furtherance thereof, the parties agree that the Village shall be responsible for the bidding, award, contract and contract supervision of the Project; *provided, however*, the

Town expressly reserves the right to review the final plans, specifications and other bid documents prior to the advertisement of the Project for competitive bidding, and, thereafter, to review all bid responses before the award of the bid to the lowest responsible bidder.

It is further expressly agreed that there shall be no bid awarded except upon the agreement of both parties to this Agreement, documented in the form of a resolutions duly adopted by both the Town Board and the Village Board.

To the extent change orders are required at any time during the progress of the contract to be entered between the Village and the Contractor to which the bid shall be awarded, including any change order affecting the scope of the Project, such change orders shall be effective against the both parties, provided same shall have been approved in accordance with the terms of this Agreement and the contract between the Village and the construction contractor(s) when awarded.

b) **County Review and Approval.** County approval of the design, award and change orders, if any, shall be obtained in accordance with the Intermunicipal Agreements between the County and Village, and the County and Town

4. CONTRACT PROGRESS PAYMENTS BY EACH MUNICIPALITY

a) The parties agree that they shall share equally in the total cost of the Project, which costs shall include, but not necessarily be limited to, all design, construction, contract, related contract administrative and other costs, as well as the cost of any easement, if and as may be required by the location of the Project improvements, with the further express understanding that, in the event any other person or entity, private or governmental, shall contribute to the cost of the Project (regardless of the form of such contribution), such contribution shall be applied equally to reduce the cost of the Project to the Village and to the Town.

b) The contract to be entered between the Village and the Contractor(s) to which the bid is awarded shall provide for progress payments to be made at specified intervals based on work *actually performed and in place, and as recommended for payment by the parties' Consulting Engineer.*

Such payments shall be made at specified intervals subject to the Village's receipt of Contractor Payment Requests, as approved for payment by the parties' Consulting Engineer, and accompanied by all supporting documentation (including but not limited to, lien waivers), documenting the completion of the work for which payment is requested. Upon receipt of each such Payment Request, the Village shall forward same to the Town for its review and approval, which approval shall be documented by the signature of a Town official authorized by the Town Board to approve same.

c) The Town agrees that it shall return all such Payment Requests within ten (10) days of their delivery to the Town together with payment in an amount equal to one-half (1/2) of the amount due and owing under the Payment Request, it being expressly understood that the Town's payment obligation under this Agreement shall not be in the

nature of reimbursement to the Village of monies advanced by the Village, but, rather, the direct payment of its proportionate share of the cost of the Project as each progress payment becomes due.

d) Any change in the Project scope shall be subject to the approval of each of the parties hereto and of the County which, ultimately, shall be responsible for the funding of the Project.

5. INSURANCE

a) By the Municipal Parties

Both the Village and the Town agree to obtain, continue and keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement throughout all phases of the performance of the Project, as set forth in, and required under, their respective Intermunicipal Agreement with the County.

b) Contractor's Insurance and Indemnification Requirements

It is further agreed that the bid documents and any construction contract ultimately awarded shall include the insurance and indemnification requirements set forth at ¶ 8 of the Rockland County Intermunicipal Agreement / Grant for Sidewalk Construction Project between the Village and County and the Town and County, naming the Village, Town and County.

6. ACCESS AND EASEMENTS.

Each party agrees that, to the extent necessary and possible, it will provide to the other, and to any Contractor(s) engaged to implement the Project, any easement over and/or under the site of the Project required to implement the work required, and will further cooperate with the other, and with the Contractor(s), if any, in obtaining access from any third party.

7. PROVISIONS REQUIRED BY LAW.

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

8. WAIVER.

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

9. MISCELLANEOUS PROVISIONS.

9.1 Governing Law: This Agreement is governed by and construed in accordance with the laws of the State of New York. Any lawsuit concerning a dispute over the terms of this Agreement must be venued in the Supreme Court of the State of New York for the County of Rockland or the Southern District Court of the State of New York in White Plains, New York.

9.2 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

9.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.4 Amendments: This Agreement may be amended only by a written instrument signed by both parties.

9.5 Assignment: Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

9.6 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the party at the address(es) set forth at the outset of this Agreement.

9.7 Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9.8 Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event. The party affected by such an event shall notify the other party in writing within five (5) business days of the occurrence of the Force Majeure Event. The notification shall provide evidence of the Force Majeure Event and state the anticipated duration of the delay. The affected party shall use reasonable efforts to mitigate the effect of the Force Majeure Event and resume performance as soon as possible. If the delay caused by the Force Majeure Event lasts for a period of more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.

9.9 Change Orders: Any changes to the Project scope, timeline, or budget must be approved in writing by both parties through a formal change order process. Change orders shall detail the proposed changes, the reasons for the changes, and any adjustments to the project timeline, budget, or other relevant terms of this Agreement.

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

9.11 Authority: Each person signing this Agreement represents and warrants that the person, in their official capacity, has the full right, power, and authority to enter into and perform this Agreement, and that the person, in their official capacity, signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

9.12 Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.13 Further Assurances: Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

10. MODIFICATION.

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

IN WITNESS WHEREOF, the Mayor of the Village of West Haverstraw and the Supervisor of the Town of Haverstraw, acting pursuant to, and in accordance with, the resolutions of their respective Boards approving entry into this Agreement, has caused his signature to be affixed hereto.

VILLAGE OF WEST HAVERSTRAW

By: _____
Robert R. D'Amelio, Mayor

Date

TOWN OF HAVERSTRAW

By: _____
Howard T. Phillips, Supervisor

Date

Acknowledgements

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, appeared ROBERT R. D'AMELIO, as Mayor of the Village of West Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, appeared HOWARD T. PHILLIPS, JR., as Supervisor of the Town of Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

United HOSPICE

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2026

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