

**HAVERSTRAW TOWN BOARD  
MAY 9, 2023**

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS**

3. **ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF APRIL 25, 2023.**

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 APRIL 2023.**

6. **PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 5 – 2023 TO AMEND CHAPTER 114-7-C OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW, ENTITLED “NOISE”, SECTION 114-7-C, “EXCEPTIONS.”**

**THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 1 – 2023 TO AMEND CHAPTER 114 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW, ENTITLED “NOISE”, SECTION 114-7-C, “EXCEPTIONS.”**

**TOWN CLERK READ PROOF OF PUBLICATION**

**PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN**

**BOARD MEMBERS**

**PUBLIC PARTICIPATION**

**CLOSE HEARING**

**ADOPTION OF LAW**

7. **AUTHORIZATION TO BID– BID NO. 7-2023 - COMMINGLED RECYCLABLE COLLECTION SERVICE IN THE UNINCORPORATED AREAS OF THE TOWN OF HAVERSTRAW**

**RESOLVED, THAT THE TOWN BOARD DOES HEREBY AUTHORIZE THE PUBLICATION FOR LEGAL ADVERTISEMENT TO BID FOR THE PURPOSE OF FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR COMMINGLED RECYCLABLE COLLECTION SERVICE IN THE UNINCORPORATED AREAS OF THE TOWN OF HAVERSTRAW. SEALED PROPOSALS WILL BE RECEIVED BY THE TOWN CLERK OF THE TOWN OF HAVERSTRAW LOCATED ON ONE ROSMAN ROAD, GARNERVILLE, NEW YORK UNTIL THURSDAY, JUNE 22, 2023 AT 10:00 A.M.**

**8. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND FLYING FILMS NY**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FLYING FILMS NY FOR THE SERVICE OF SHOOTING VIDEO AT THE 4<sup>TH</sup> OF JULY EVENT ON FRIDAY, JUNE 30, 2023 AT A COST OF \$975.**

**9. AWARD OF RFP NO. 9- 2023 – TEE SHIRTS FOR TOWN OF HAVERSTRAW DAY CAMP**

**RESOLVED, THAT THREE (3) REQUEST FOR PROPOSALS WERE SUBMITTED TO PHILIP REICHERTER, DAY CAMP DIRECTOR FOR CAMPER/STAFF TEE SHIRTS FOR THE 2023 TOWN OF HAVERSTRAW DAY CAMP SEASON, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP TO LEXAMO, INC. DBA HOLLYWOOD SCREEN-PRINTING & EMBROIDERY OF POMONA, NEW YORK, THE LOW PROPOSAL, AT THE FOLLOWING PRICES:**

- JERZEES 50/50 TEE SHIRT (WHITE PRINT)                      \$3.88 PER SHIRT
- JERZEES 50/50 TEE SHIRT (BLACK PRINT)                      \$3.88 PER SHIRT
- ULTRA CLUB MEN'S COOL & DRY MESH PIQUE POLO – BLACK PRINT                      \$16.00 PER SHIRT
- PRINT – BACK OF CAMPERS SHIRTS                                      \$0.73 PER SHIRT

**10. SCHEDULE PUBLIC HEARING – ADOPTION OF LOCAL LAW NO. 7 – 2023**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO AMEND REAL PROPERTY RENTAL UNITS CHAPTER 128-3 SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, JUNE 13, 2023 AT 7:10 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER**

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

**11. SCHEDULE PUBLIC HEARING – ADOPTION OF LOCAL LAW NO. 8 – 2023**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO AMEND “VEHICLES AND TRAFFIC” CHAPTER 158-34 OF THE TOWN CODE. SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, JUNE 13, 2023 AT 7:15 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER**

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

12. AWARD OF RFQ NO. 19-2023 – PURCHASE OF THREE (3) PANASONIC TOUGHBOOK 40/50 14” 16 GB RAM COREI5 – TOWN OF HAVERSTRAW PARKS DEPARTMENT

RESOLVED, THAT THREE (3) REQUESTS FOR QUOTES WERE SUBMITTED TO DIRECTOR OF FINANCE MICHAEL GAMBOLI FOR THE PURCHASE OF THREE (3) PANASONIC TOUGHBOOK 40/50 14” 16 GB RAM, COREI5 FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO NORTH MOUNTAIN DIGITAL VIA PC WAREHOUSE OF EAST HANOVER, NEW JERSEY AT A COST OF \$7,947.00, THE LOWEST QUOTE.

13. AWARD OF RFQ NO. 20-2023 – EXIT AND ENTRANCE GATE AUTOMATION ELECTRICAL WORK- TOWN OF HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT THREE (3) REQUESTS FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER FOR ELECTRICAL WORK TO THE EXIT AND ENTRANCE GATE AUTOMATION AS SPECIFIED IN THE PROPOSAL FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO DE LEONARDIS ELECTRIC OF GARNERVILLE, NEW YORK AT A COST OF \$5,100.00, THE LOWEST QUOTE.

14. AUTHORIZATION FOR SUPERVISOR TO SIGN PILOT AGREEMENT WITH NORTHERN RIVERVIEW HEALTH CARE CENTER, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A PAYMENT IN LIEU OF TAXES AGREEMENT (PILOT) WITH NORTHERN RIVERVIEW HEALTH CARE CENTER, INC.

15. AWARD OF RFP NO. 10- - 2023 – TEE SHIRTS FOR TOWN OF HAVERSTRAW DAY CAMP

RESOLVED, THAT TWO (2) REQUEST FOR PROPOSALS WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER FOR CAMPER/STAFF TEE SHIRTS FOR THE 2023 TOWN OF HAVERSTRAW DAY CAMP SEASON, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP TO PROPOINT IMPRINTS AND PROMOTION OF NEW CITY, NEW YORK AT A COST OF \$2,690.50 THE LOWEST PROPOSAL

16. AWARD OF TOWN OF HAVERSTRAW BID NO. 5 - 2023 – BOWLINE PARK PERGOLA & FITNESS EQUIPMENT

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF COSIMO PAGANO, PROJECT ENGINEER, OF TAMBLIN ENGINEERING, PLLC AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK FOR THE BOWLINE PARK PERGOLA SHADE STRUCTURE FOR \$199,650.00 & FITNESS EQUIPMENT FOR A COST OF \$77,260.00 FOR THE TOWN OF HAVERSTRAW, NEW YORK AT A TOTAL COST OF \$276,910.00, THE LOW BIDDER.

**17. ESTABLISH CAPITAL PROJECT – BOWLINE PARK PERGOLA & FITNESS EQUIPMENT**

**RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE BOWLINE PARK PERGOLA & FITNESS EQUIPMENT AS A CAPITAL PROJECT IN THE AMOUNT OF \$300,000.00 WHICH WILL BE FUNDED FROM THE GENERAL FUND AS A DUE TO DUE FROM TRANSFER.**



**SANITATION COMMISSION MEETING – MAY 9, 2023**

**AGENDA**

1. **ROLL CALL**  
**COMMISSIONER ISIDRO CANCEL**  
**COMMISSIONER VINCENT GAMBOLI**  
**COMMISSIONER JOHN GOULD**  
**COMMISSIONER JOHNNY ORTIZ**  
**CHAIRMAN HOWARD PHILLIPS**

2. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL ROBERT HIEP INC.**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR ROBERT HIEP, INC., OF WEST NYACK, NEW YORK TO EXPIRE ON APRIL 30, 2024.**

3. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL KENNETH HIEP INC.**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR KENNETH HIEP, INC., OF WEST NYACK, NEW YORK TO EXPIRE ON APRIL 30, 2024.**

4. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR INTERSTATE WASTE SERVICES, INC.**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR INTERSTATE WASTE SERVICES, INC., OF CHESTER, NEW YORK TO EXPIRE ON APRIL 30, 2024.**

5. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR PERILLO SANITATION, LLC**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR PERILLO SANITATION, LLC., OF WEST NYACK, NEW YORK TO EXPIRE ON APRIL 30, 2024.**

6. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR STERLING CARTING, INC.**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR STERLING CARTING, INC., OF SLOATSBURG, NEW YORK TO EXPIRE ON APRIL 30, 2024.**

7. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR AAA CARTING & RUBBISH REMOVAL INC.**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR AAA CARTING & RUBBISH REMOVAL INC., OF CORTLANDT MANOR, NEW YORK TO EXPIRE ON APRIL 30, 2024.**

8. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR JL TRUCKING, INC.**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR JL TRUCKING , INC., OF MONSEY, NEW YORK TO EXPIRE ON APRIL 30, 2024.**

**PUBLIC PARTICIPATION**  
**BOARD MEMBERS**  
**ADJOURNMENT**  
**RAQUEL VENTURA, TOWN CLERK**

TOWN OF HAVERSTRAW  
LOCAL LAW NO. 5 OF 2023  
AMEND NOISE ORDINANCE CHAPTER 114-7-C

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

Section 1. Article 114-7-C is hereby amended to read as follows:

For sound reproduction devices used in connection with weddings, celebrations or similar events on any property used for residential purposes, sound levels in excess of those permitted in § **114-5A** are allowed, provided that such sound levels are not plainly audible at a distance of 50 feet from the place, building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section and provided that sound levels in excess of those permitted in § **114-5A** cease by 10:00 p.m. on Monday, Tuesday, Wednesday or Thursday nights and by 11:30 p.m. on Friday, Saturday and Sunday nights..

Section 2. This local law shall take effect immediately upon filing with the Secretary of State.

# Flying Films NY

April 26, 2023

Quote No. 5

## Quote

Town of Haverstraw

### DESCRIPTION OF WORK

#### 4th of July Fireworks Festival

We will be shooting video at the 4th of July event on Friday June 30, 2023 in the Town of Haverstraw at Bowline Park. The rain date will be Saturday July 1st.

1

1

975

We will be shooting the video from the air as well as the ground. I will be shooting on the ground with Panasonic GH5S attached to a Ronin Pro 3 gimbal. I will also be using a segway when on the ground to deliver extremely steady footage to match the drone footage from the air.

We will be editing 2 videos, one 2-3 minute version for FB, Youtube, and the Town website and a one minute version timed specifically for Instagram.

The total includes all fees and travel costs associated with the shoot.

GRAND TOTAL

975

#### PAYMENT TERMS

Cash or check within 10 days of job completion

APPROVED BY

#### ADDRESS

Vinny Garrison  
Flying Films NY  
94 George Street  
Harrington Park, NJ 07640

NAME

FOR

DATE

Lexamo, Inc. DBA Hollywood  
Screenprinting & Embroidery

324 Route 202  
Pomona, NY 10970

# Estimate

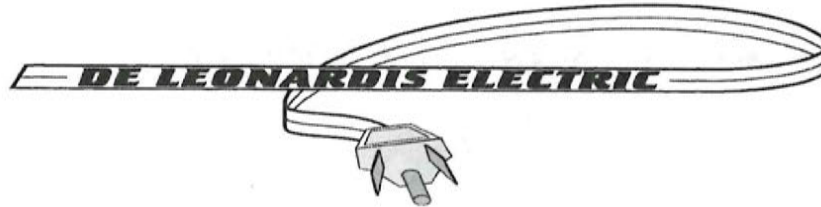
Date	Estimate #
4/19/2023	165

Name / Address
Town of Haverstraw Day Camp 1 Rosman Road Garnerville, NY 10923 Howie Tiell

Project

Item	Description	Size	Color	Qty	Rate	Total
29M	Jerzees 50/50 Tee Shirt - White Print		FOREST GREEN	220	3.88	853.60T
29M	Jerzees 50/50 Tee Shirt - Black Print		ISLAND YELLOW	150	3.88	582.00T
8210	UltraClub Men's Cool & Dry Mesh Piqué Polo - Black Print		LIGHT BLUE	16	16.00	256.00T
Print	Print - back of campers shirts - White Print  Screens and Artwork is already on file - There is NO CHARGE			250	0.73	182.50T
<b>Subtotal</b>						\$1,874.10
<b>Sales Tax (0.0%)</b>						\$0.00
<b>Total</b>						\$1,874.10

Phone #
845-364-5431



P.O. Box 108 ~ Garnerville, N.Y. 10923

Phone: (845) 947-1572 Fax: (845) 429-2206

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## PROPOSAL

February 8, 2023

Town of Haverstraw  
1 Rosman Road  
Garnerville, NY 10923

Telephone #: 845-429-2200  
Fax #: 845-429-4701

Attention: John Frizalone  
Director of Parks

Telephone #: 845.406.1685  
Email: [jfrizalone7@gmail.com](mailto:jfrizalone7@gmail.com)

Re: Automatic Front Gates - **New Sports Complex/Rec Center**  
**70 Chappel Street - Garnerville**

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### Supply And Install The Following:

- (2) 20Amp 240Volt Dedicated Lines From Front Guard House To New Gate Openers (1 To Each)
- (1) 20Amp 120Volt Dedicated Line For (2) General Use GFI Protected Receptacles To Be Placed Near Each New Gate Opener (Square DQO Panel)
- (1) Handhole For Access In Front Island - For Electric
- (3) Handholes For Access In Front Island, And East And West Side Of Main Entrance - For Low Voltage Controls For Gate Access
- (3) PVC Conduits To Run Between Guard House, Front Island, And East And West Side Of Main Entrance
  - (1) For Power, 1 For LV, And 1 For Spare
- Wiring Of Gate Openers Supplied By Others (Electric Only)





P.O. Box 108 ~ Garnerville, N.Y. 10923

Phone: (845) 947-1572 Fax: (845) 429-2206

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## PROPOSAL - Continued

- Note: Electric To Be Ran Inside Through Existing Guard House Along Top Of Wall On East Side Of Building And Down Under Front Desk

**TOTAL COST FOR THE ABOVE: \$5,100.00**

- All Trenching And Backfill To Rough Grade: **\$3,000.00**

**NOT** Included:

- All Asphalt Repair To Be Done By Others
- All Low Voltage And Control Wiring To Be Installed And Terminated By Others

Respectfully submitted,

Antonia DeLeonardis Johnson

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

ADJ/alm2

**PAYMENT TERMS:**

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

**ACCEPTANCE OF PROPOSAL:**

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

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 2023 by and between **NORTHERN RIVERVIEW HEALTH CARE CENTER, INC.**, ("Sublessee"), a New York Not-for-Profit Corporation with offices at 87 Route 9 W, Haverstraw, New York 10927, the **TOWN OF HAVERSTRAW**, a municipal corporation with offices at 1 Rosman Road, Garnerville, New York 10923 (the "Town") the **VILLAGE OF HAVERSTRAW**, a municipal corporation with offices at 40 New Main Street, Haverstraw, New York 10927 (the "Village"), the **NORTH ROCKLAND CENTRAL SCHOOL DISTRICT**, with offices at 65 Chapel Street, Garnerville, New York 10923 (the "School District"), the **COUNTY OF ROCKLAND**, with offices at 11 New Hempstead Road, New City, New York 10956 (the "County") and the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 254 South Main Street, Suite 410, New City, New York 10956 (the "Agency").

### WITNESSETH

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") authorized and provides for the creation of industrial development agencies in the several counties, cities, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, furnish and dispose of one or more projects for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, civic, research, and commercial facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the "Act"), the County of Rockland Industrial Development Agency which has been created and established pursuant thereto for the benefit of the County of Rockland proposes to assist the project described below; and

WHEREAS, to accomplish the purposes of the Act, the Agency previously entered into negotiations with Sublessee for a commercial "project" within the meaning of the Act (the "Project"); and

WHEREAS, the Agency, has acquired a leasehold interest in certain property located in the County of Rockland and in the Village of Haverstraw, Town of Haverstraw, and in the North Rockland Central School District, known as 87-89 Route 9 W, Haverstraw, New York, being shown and designated on the Tax Map of the Town of Haverstraw as Section 27.17, Block 1, Lot 11.1 (the land and the building and site improvements, together constituting the "Project Realty") (said land being more fully described on Exhibit "A" attached); and



WHEREAS, the Agency acquired its leasehold interest in the Project Realty by a Memorandum of Head Lease dated \_\_\_\_\_, \_\_\_\_\_, which was duly recorded in the Rockland County Clerk's Office on \_\_\_\_\_, 2023 as Instrument No. \_\_\_\_\_; and

WHEREAS, to facilitate the Project, the Agency has entered into a "straight lease transaction" pursuant to the Agency's uniform tax exemption policy in which the Agency subleased the Agency's interest in the Project and the Project Realty to the Sublessee (the "Sublease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements owned and/or leased by it; and

WHEREAS, the Sublessee has filed tax grievances against the Taxing Jurisdictions which the Sublessee and the Taxing Jurisdictions are desirous of settling and said parties have entered into a stipulation of settlement which, among other things, calls for the parties to enter into a new PILOT Agreement with the Agency; and

WHEREAS, each of the Village, Town and the School District have by appropriate legislative action, and the Agency has by adopting the Authorizing Resolution, approved the terms of and the execution of this new PILOT Agreement; and

WHEREAS, the County of Rockland is expected to, by appropriate legislative action, approve the terms of and execution of this Agreement; and

WHEREAS, pursuant to Section 925-1 of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the County, Town, Village, School District, and Sublessee, which sum shall be paid by Sublessee to the affected Taxing Jurisdictions ("PILOT Payments"); and

WHEREAS, the Agency and the Taxing Jurisdictions have determined that it is both necessary and desirable that this new PILOT Agreement be entered into with the Agency.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Sublessee, the Town, the Village, the School District and the Agency hereby formally agree as follows, and the County upon approval, execution and delivery of this Agreement, also agrees as follows:

1. Sublessee hereby covenants and agrees to pay or have paid on their behalf, so long as the Agency has a leasehold interest in the Project and the Project Realty, PILOT Payments to the County, Town, Village and School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special benefit districts, and any other districts now or hereinafter created, as they now pay or would pay in accordance with the Real Property Tax Law.

2. The Project is to be assessed in the same manner as other similar properties in the Town and Village, by the Town Assessor for the Town and/or for the School District and/or for the County, and by the Village Assessor for the Village, in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category “Exempt Properties”.

3. Sublessee acknowledges, agrees and accepts the present assessed valuation of the Project Realty constituting part of the Project and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Project Realty for the term of this PILOT so long as its assessed valuation as set forth on the 2022 final assessment roll does not change except under specific circumstances as set forth below. For the purposes of this paragraph, a change in assessed valuation as a consequence of the town-wide or village-wide revaluation or a town-wide or village-wide systematic review shall not be considered a change in the assessed valuation so long as the assessed valuation of the subject property’s increase is at the same average change in level as the total non-homestead taxable assessment change in level in the Town of Haverstraw or Village of Haverstraw. Any change in assessed valuation reflecting “additional construction”, as provided for in Paragraph 17 of this Agreement, shall not be considered a “change in assessment” for the purposes of this Paragraph.

4. Sublessee agrees to pay all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, Town, Village and School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The County, Town, Village and School District shall notify or cause Sublessee to receive notice from each thereof or from any one thereof acting on behalf of any of the others of the amount of any payment due. In the event Sublessee shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of Sublessee until fully paid and Sublessee agrees to pay the same to the affected taxing jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the General Municipal Law of the State of New York.

5. Sublessee agrees to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year immediately following the first taxable status date of March 1, 2023, pursuant to the provisions of the Real Property Tax Law (the “PILOT Commencement Date”) expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The PILOT Payments with respect to the Village commence with the applicable tax fiscal year immediately following the first taxable status date of January 1, 2024. The period beginning on the PILOT Commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the “PILOT Period”.

6. (a) Commencing on the PILOT Commencement Date, Sublessee shall make PILOT Payments for each applicable tax fiscal year, with respect to the Project Realty, using as a basis the 2022 assessed value, as determined pursuant to the provisions of Article 19 of the Real Property Tax Law for each parcel of the Project Realty as published in the assessment roll.

(b) Sublessee agrees that the amounts payable as PILOT Payments for each year of the PILOT Period are set forth on the attached Schedule B.

7. For the purposes of this Agreement, the applicable tax fiscal year for the State, County and Town Tax shall be the calendar year (January 1 through December 31) commencing January 1, 2024, the applicable tax fiscal year for the Village shall be June 1 through May 31, commencing June 1, 2024 and the applicable tax fiscal year for the School Tax shall be September 1 through August 31, commencing September 1, 2023. All PILOT payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the Town and School District.

8. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period or (ii) the tenth (10<sup>th</sup>) anniversary of the PILOT Commencement Date or (iii) the date the Agency no longer has a fee or leasehold interest in the Project and the Project Realty.

9. For the purposes of this Agreement, any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of Sublessee to make any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement; or

(b) An Event of Default under the Project Lease Agreement, this PILOT Agreement or any other agreement executed by Sublessee in connection with the Straight Lease Transaction.

10. Prior to the PILOT Termination Date, the PILOT Escrow Agent (as hereinafter defined) shall notify the parties to this Agreement of the date upon which the PILOT Period is scheduled to terminate (the "PILOT Termination Notice"). The PILOT Escrow Agent, if required, shall calculate and apply that portion of the PILOT Payments to each of the affected Taxing Jurisdictions (State, County, Town, Village and School District) and then shall apportion and adjust the PILOT Payments to be paid with respect to the balance of the tax fiscal year to each of the affected Taxing Jurisdictions to an amount equal to the full real property and school taxes that Sublessee would have been required to pay if it were the owner of the Project Realty. The PILOT Termination Notice shall set forth such calculations and apportionments. After the PILOT Termination Date and until such time as the Project Realty is recorded on the tax rolls of the Town as no longer being the property of the Agency, Sublessee agrees to make PILOT Payments in such amounts and at such times as would be due if the Project Realty were privately owned by a for-profit entity with no Agency participation. If this Agreement is terminated prior to the tenth (10<sup>th</sup>) anniversary of the PILOT Commencement Date, Sublessee shall receive a credit from the appropriate taxing authority toward the amount due in such year equal to that portion of the PILOT Payments allocable to the period of time following the PILOT Termination



Date. Notwithstanding anything to the contrary contained in the foregoing, with respect to the last year of the PILOT Period, Sublessee may prorate its PILOT Payments on the basis of the actual period of ownership by the Agency so that there shall exist no period of time for which Sublessee is obligated to make PILOT Payments in addition to actual tax payments to which the Project Realty is subject under current law, at the time of reconveyance to the Sublessee.

11. The parties agree that the Agency shall have the authority to appoint a PILOT Escrow Agent to perform the duties and obligations contained herein. The Agency hereby appoints the Director of Finance, Town of Haverstraw, to act as the PILOT Escrow Agent. Sublessee agrees to pay the PILOT Payments when due to the PILOT Escrow Agent, by check or bank draft payable at a bank in Rockland County, New York. The County, Town, Village and School District consent to and agree that the Director of Finance, Town of Haverstraw, shall act as their PILOT Escrow Agent pursuant to this Agreement, and shall allocate and pay to the School District, County, Town and Village their respective payments as and when received.

12. Sublessee shall also make payments to the PILOT Escrow Agent in respect of assessments for local improvements and any and all special and/or benefits assessments throughout the PILOT Period as required by the affected Taxing Jurisdiction or special district. Nothing contained herein shall exempt Sublessee from paying all fire district taxes, special district benefits assessments or user charges, including sewer and water rents relating to the Project Realty, solid waste charges, and other assessments or fees imposed on the Project Realty or which may subsequently be imposed on the Project Realty in the future.

13. It is agreed that Sublessee shall receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and judicially, any change in assessment or any other matter relating to the Project Realty as if the taxes were levied against Sublessee as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3. Sublessee shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts it agrees to pay in lieu of taxes, including judicial appeal thereof, as if it were a property owner not exempt from taxation. The Agency shall join in any proceeding for obtaining relief under this paragraph to the extent that the Agency's consent is required for Sublessee to undertake such procedure provided, however, that Sublessee shall continue to make PILOT Payments required hereunder.

14. The benefits and obligations of Sublessee under this Agreement shall not be assigned without the written consent of the County, Town, Village, School District and the Agency.

15. In the event any part of the Project is transferred from the Agency to Sublessee or another party, the provisions of New York State Real Property Tax Law §520 shall apply.

16. It is understood and agreed by the parties to this PILOT Agreement that the Agency, the County, Town, Village and School District are entering into this Agreement in order to provide financial assistance to Sublessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, Sublessee hereby agrees that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, Sublessee shall

pay to the PILOT Escrow Agent as a return of public benefits conferred by the Agency as follows (“Recapture Benefits”):

- (a) one hundred percent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first four (4) years after the Commencement Date;
- (b) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 5<sup>th</sup> or 6<sup>th</sup> year after the Commencement Date; and
- (c) sixty percent (60%) of the Benefits if the Recapture Event occurs during the 7<sup>th</sup> or 8<sup>th</sup> year after the Commencement Date; and
- (d) forty percent (40%) of the Benefits if the Recapture Event occurs during the 9<sup>th</sup> year after the Commencement Date; and
- (e) zero percent (0%) of the Benefits if the Recapture Event occurs during the 10<sup>th</sup> year or thereafter after the Commencement Date.

The PILOT Escrow Agent shall then allocate and pay to the County, Town, Village and School District their respective share of the Benefits when received.

The term “Benefits” shall mean, collectively all real estate tax benefits which have accrued to the benefit of Sublessee during such time as the Agency held a fee or leasehold interest in the Project Realty, such tax benefits to be computed by subtracting the PILOT Payments in any other assessments or payments paid by Sublessee hereunder from those payments which Sublessee would have been required to pay if Sublessee had been the owner of the Project Realty with no Agency participation.

The term “Recapture Event” shall mean any of the following events:

- (a) Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its reasonable discretion;
- (b) Sublessee shall have ceased all or substantially all of its operations at the Project Realty (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);
- (c) Sublessee shall have transferred all or substantially all of its employees currently employed at the Project to a location outside of the County;
- (d) Sublessee shall have effected a substantial change in the scope and the nature of the operations of Sublessee at the Project Realty, as determined by the Agency in its sole discretion;

(e) Sublessee shall have subleased all or any portion of the Land without the prior written consent of the Agency, except in connection with a sublease to any corporation or other entity which shall be an affiliate, subsidiary or parent of Sublessee;

(f) Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Project Realty, except in connection with a transfer or other disposition to any corporation or other entity into or with which Sublessee may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Sublessee;

(g) Sublessee shall have defaulted under the terms of the Project Lease Agreement or under any document executed by Sublessee in connection with the Straight Lease Transaction; or

(h) An Event of Default shall have occurred under this Agreement.

For purposes of subparagraphs (e) and (f), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with Sublessee. A successor of Sublessee shall mean (i) a corporation or other entity into which or with which Sublessee, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of Sublessee and assumes all the obligations and liabilities of Sublessee under any promissory notes issued in connection with the Project and under the Lease.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project Realty, or (ii) the inability at law of Sublessee to rebuild, repair, restore or replace the Project Realty after the occurrence of a Loss Event (as that term is defined in the Project Lease Agreement) to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of Sublessee or any affiliate.

Sublessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Project Realty or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

The provisions of this Paragraph 16 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

17. Sublessee specifically understands and agrees that the benefits provided in this Agreement apply to the Project. Any additional construction by Sublessee, any other sublessee or any third party upon the Project Realty shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School

District, Town, Village and County, the additional construction on the Land shall no longer be entitled to the benefits provided in Paragraph 6 of this Agreement and Sublessee shall thereafter make PILOT Payments for the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

18. The County, Town, Village and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

19. Obligations arising out of this Agreement are solely the responsibility of Sublessee and not the Agency and are payable out of receipts, funds or other monies of Sublessee.

20. Intentionally deleted.

21. (a) Sublessee shall at all times protect and hold the Agency, the County, Town, Village and School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, County, Town, Village and School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or Sublessee or performance by the Indemnified Party or Sublessee of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Sublessee agrees to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

22. This Agreement may not be modified, amended, supplanted or changed without the written consent of Sublessee, the County, Town, Village, School District and the Agency.

23. This Agreement may be executed by one or more parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

24. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

(a) if to the Agency, to the Chairperson, County of Rockland Industrial Development Agency, 254 South Main Street, New City, New York

10956 with a copy to the Executive Director of the Agency at the same address, and

- (b) if to the Sublessee, to Northern Riverview Health Care Center, Inc., 87 Route 9 W, Haverstraw, New York 10927, Attn.: Gedalia Klein
- (c) if to School District, to North Rockland Central School District, 65 Chapel Street, Garnerville, New York 10923, Attn.: Superintendent
- (d) if to Town, to the Town of Haverstraw, 1 Rosman Road, Garnerville, New York 10923, Attn: Supervisor
- (e) if to Village, to the Village of Haverstraw, 40 New Main Street, Haverstraw, New York 10927, Attn: Mayor
- (f) if to County, to Rockland County, County Office Building, 11 New Hempstead Road, New City, New York 10956, Attention: County Executive.
- (g) if to PILOT Escrow Agent, to The Director of Finance, Town of Haverstraw, 1 Rosman Drive, Garnerville, New York 10923.

The Agency, County, Town, Village, School District, and Sublessee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

24. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard of giving effect to the principles of conflicts of law thereof.

25. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State of New York, County of Rockland.

26. Notwithstanding any other provision of this Agreement, Sublessee acknowledges and agrees that, unless and until the County signs this Agreement, that the County is a party to



this Agreement solely for notice and collection/payment purposes. Sublessee agrees to pay the full amount of the County tax which Sublessee would have paid if the Agency were not involved in the project. Sublessee further agrees that if the County PILOT payment is not paid when due, it shall be subject to a late payment penalty and shall bear interest in accordance with the provisions of paragraph 4 of this Agreement.

27. This Agreement shall become legal, valid, binding and effective upon each of the Agency, Sublessee, the Town, Village, the School District and the Town Assessor upon the execution and delivery of this Agreement by each of the Agency, the Town, the Village, the School District and the Town Assessor, regardless of whether the County has executed this Agreement. Such date is referred to herein as the "Effective Date". This Agreement shall become legal, valid, binding and effective upon the County upon the execution and delivery of this Agreement by all of the foregoing and by the County.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

**NORTHERN RIVERVIEW HEALTH CARE CENTER, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**SUBLESSEE**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

*[Signature page – PILOT Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**TOWN OF HAVERSTRAW**

ATTEST/WITNESS

\_\_\_\_\_

By:

\_\_\_\_\_  
Name: Howard T. Phillips, Jr.

Title: Supervisor

**TOWN OF HAVERSTRAW - SUPERVISOR**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared **HOWARD T. PHILLIPS, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

*[Signature page – PILOT Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**VILLAGE OF HAVERSTRAW**

ATTEST/WITNESS

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael Kohut  
Title: Mayor

**VILLAGE OF HAVERSTRAW - MAYOR**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared **MICHAEL KOHUT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

*[Signature page – PILOT Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS:

**NORTH ROCKLAND CENTRAL SCHOOL DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Dr. Kris Felicello  
Title: Superintendent

**SCHOOL DISTRICT - SUPERINTENDENT**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared **DR. KRIS FELICELLO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

*[Signature page – PILOT Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**COUNTY OF ROCKLAND**

ATTEST/WITNESS

\_\_\_\_\_  
, Clerk to the  
Rockland County Legislature

By: \_\_\_\_\_  
Name: Edwin J. Day  
Title: County Executive

**COUNTY OF ROCKLAND – COUNTY EXECUTIVE**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared **EDWIN J. DAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

*[Signature page – PILOT Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**ACCEPTED AND CONSENTED TO:  
PILOT ESCROW AGENT**

Director of Finance, **TOWN OF HAVERSTRAW**

By: \_\_\_\_\_  
Name: Michael J. Gamboli  
Title: Director of Finance

**TOWN OF HAVERSTRAW  
DIRECTOR OF FINANCE**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared **MICHAEL J. GAMBOLI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

*[Signature page – PILOT Agreement]*

WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS

**COUNTY OF ROCKLAND INDUSTRIAL  
DEVELOPMENT AGENCY**

\_\_\_\_\_

By:

\_\_\_\_\_  
Name: Steven H. Porath  
Title: Executive Director

**COUNTY OF ROCKLAND  
INDUSTRIAL DEVELOPMENT AGENCY**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared **STEVEN H. PORATH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

**(See Attached)**

**EXHIBIT "B"**

# TAMBLIN ENGINEERING, PLLC

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April 26, 2023

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

Re: Bid Results for Contract No. 1 – General  
Bowline Park Pergola & Fitness Equipment – Bid No. 5-2023  
West Haverstraw, New York  
Tamblin Engineering No. 18136 - 05

Dear Mr. Phillips:

Sealed bids for the Bowline Park Pergola & Fitness Equipment Project, Contract No. 1 – General, were opened on April 20, 2023 at 10:00 a.m. Two (2) bids were received as shown on the enclosed Canvass of Bids.

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

<b>Low Bidder</b>	<b>Bid Amount</b>
Environmental Construction Inc. 21 Holt Drive Stony Point, NY 10980	\$199,650.00

Tamblin Engineering has confirmed that Environmental Construction Inc. is comfortable with their bid and is ready to enter into a contract with the Town. We find no cause or reason why the Town should not award the contract for the Bowline Park Pergola & Fitness Equipment Project, Contract No. 1 – General, to Environmental Construction Inc. If acceptable, the Board should issue a Notice of Award to the successful bidder. Attached is a suggested Notice of Award form for your use.

Sincerely,

Tamblin Engineering, PLLC



Michael Tamblin, P.E.  
President



**TOWN OF HAVERSTRAW**

**John Frizalone**  
Director of Parks

HOWARD T. PHILLIPS, JR.  
Supervisor

WILLIAM M. STEIN  
Town Attorney

ISIDRO CANCEL  
VINCENT J. GAMBOLI  
JOHN J. GOULD  
JOHNNY ORTIZ  
Councilmen

# MEMO

**TO:** Howard T. Phillips Jr., Town Supervisor  
Town Board Members

**FROM:** John Frizalone, Director of Parks

**DATE:** May 8, 2023

**RE:** RFQ- 2023 Bowline Summer Shirts

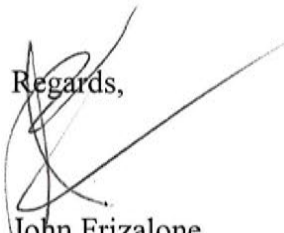
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I have obtained a Request for Quotes (RFQ), for Summer Shirts to be given to the 2023 Bowline Summer Staff. Please be advised, Propoint Imprints and Promotions submitted the lowest quote for the amount of \$2,690.50.

1. Propoint Imprints and Promotion - \$ 2,690.50
2. Hollywood Screenprinting & Embroidery - \$2,760.75

If you have any questions, or require additional information, please feel free to contact me. Please inform me of your decision.

Regards,



John Frizalone  
Director of Parks