

**HVERSTRAW TOWN BOARD
APRIL 9, 2024**

1. PLEDGE OF ALLEGIANCE

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

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF MARCH 26, 2024.

4. PAYMENT OF BILLS

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

5. ACCEPTANCE OF REPORTS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF MARCH 2024

6. RATES FOR TOWN POLICE DURING TRAFFIC CONTROL

WHEREAS, THE TOWN RECEIVES REQUESTS FOR USE OF TOWN POLICE FOR TRAFFIC CONTROL BY DIFFERENT AGENCIES,

NOW, THEREFORE BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF HVERSTRAW THAT THE RATE FOR USE OF TOWN POLICE FOR TRAFFIC CONTROL REQUESTED BY AN OUTSIDE AGENCY IS IN THE AMOUNT OF \$200.00 PER HOUR.

7. ACCEPTANCE OF LETTER OF RETIREMENT – JAMES MCNAMEE, POLICE SERGEANT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR POLICE SERGEANT FOR THE TOWN OF HVERSTRAW POLICE DEPARTMENT, JAMES MCNAMEE, EFFECTIVE APRIL 8, 2024.

8. ACCEPTANCE OF LETTER OF RETIREMENT – JOHN NEUMANN, POLICE SERGEANT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR POLICE SERGEANT FOR THE TOWN OF HVERSTRAW POLICE DEPARTMENT, JOHN NEUMANN, EFFECTIVE APRIL 29, 2024.

9. ACCEPTANCE OF LETTER OF RETIREMENT – ADRIAN MALDONADO, POLICE OFFICER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR POLICE OFFICER FOR THE TOWN OF HVERSTRAW POLICE DEPARTMENT, ADRIAN MALDONADO, EFFECTIVE APRIL 27, 2024.

10. EASEMENT AGREEMENT WITH CROSSLIFE CHURCH, INC.

WHEREAS, CROSSLIFE CHURCH, INC. (“CROSSLIFE”) IS THE OWNER OF REAL PROPERTY KNOWN AS 2 RIDGE ROAD, THIELLS (TAX LOT 19.16-1-15) (THE “CROSSLIFE PROPERTY”) ON WHICH IT OPERATES A CHURCH; AND

WHEREAS, THE CROSSLIFE PROPERTY IS ADJACENT TO PROPERTY OWNED BY THE TOWN OF HAVERSTRAW (TAX LOT 19.16-1-14) (THE “TOWN PROPERTY”); AND

WHEREAS, THE TOWN PROPERTY INCLUDES AN “ASPHALT ROADWAY” IMMEDIATELY EAST OF THE CROSSLIFE PROPERTY KNOWN AS RIDGE ROAD, WHICH IS NOT A PUBLIC ROAD BUT WHICH CROSSLIFE CHURCH AND ITS INVITEES HAVE HISTORICALLY USED TO ACCESS THE PARKING AREA ON THE PROPERTY; AND

WHEREAS, BY RESOLUTION DATED DECEMBER 13, 2023, THE TOWN OF HAVERSTRAW PLANNING BOARD GRANTED SITE PLAN APPROVAL FOR THE CROSSLIFE PROPERTY TO CONSTRUCT AN ADDITION TO THE EXISTING CHURCH STRUCTURE AND MAKE OTHER SITE IMPROVEMENTS, INCLUDING TO THE PARKING AREA BY STRIPING THE PARKING SPACES AND A BUFFER BETWEEN THE PARKING AREA AND RIDGE ROAD; AND

WHEREAS, IN ITS REVIEW OF CROSSLIFE’S SITE PLAN APPLICATION, WHICH WAS A TYPE II ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”), THE PLANNING BOARD CONSIDERED CROSSLIFE’S ACCESS TO THE PARKING AREA VIA RIDGE ROAD; AND

WHEREAS, THE TOWN DESIRES TO FORMALIZE CROSSLIFE’S USE OF A PORTION OF RIDGE ROAD FOR ACCESS TO THE CROSSLIFE PROPERTY AND THE TERMS AND CONDITIONS UNDER WHICH THAT USE WILL OCCUR BY ENTERING INTO A NONEXCLUSIVE EASEMENT AGREEMENT; AND

NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD DETERMINES THIS TO BE A TYPE II ACTION UNDER 6 NYCRR 617.5(C)(26) OF SEQRA; AND

BE IT FURTHER RESOLVED, THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO EXECUTE THE NONEXCLUSIVE EASEMENT AGREEMENT WITH CROSSLIFE CHURCH, INC. AND ANY OTHER DOCUMENTATION REASONABLY NECESSARY TO FACILITATE THE OBJECTIVES OF THE AGREEMENT.

11. SPONSORSHIP FOR LEO LADERS AMERICAN LEGION POST 130

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES A SPONSORSHIP TO LEO LADERS AMERICAN LEGION POST 130 IN THE AMOUNT OF \$1,000.00.

12. AWARD OF RFP NO. 6 - 2024 – TRANSPORTATION FOR TOWN OF HAVERSTRAW YOUTH BOARD TRIP

RESOLVED, THAT TWO (2) RFPs WERE REQUESTED AND ONE (1) RFP WAS SUBMITTED TO LORRAINE AROCENA, RECREATION ASSISTANT, TO PROVIDE TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW YOUTH BOARD TO AQUATOPIA INDOOR WATERPARK IN TANNERSVILLE, PENNSYLVANIA ON TUESDAY, APRIL 23, 2024, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 6 - 2024 TO MAT BUS CORP. OF BROOKLYN, NEW YORK AT A PRICE OF \$2,454.09.

13. AMENDMENT OF RESOLUTION NO. 80-24

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AMENDS RESOLUTION NO. 80-24 TO READ AS FOLLOWS:
PURCHASE OF UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT**

RESOLVED, UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF POLICE UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM UNITED UNIFORMS OF BUFFALO, NEW YORK, OFF OF NYS HIRE CONTRACT # PC-69044 IN THE SUM OF \$75,000.00 FOR 2023 AND 2024.

14. REFERRAL OF PROPOSED LOCAL LAW TO REGULATE INDOOR SELF-STORAGE FACILITIES IN THE C DISTRICT AND PIO DISTRICT TO THE TOWN OF HAVERSTRAW TOWN BOARD

WHEREAS, AN APPLICATION WAS SUBMITTED TO THE TOWN FOR THE DEVELOPMENT OF AN INDOOR SELF-STORAGE FACILITY AT 3 WEST RAMAPO ROAD, GARNERVILLE (TAX LOT 26.09-4-33) (THE “SELF-STORAGE APPLICATION”); AND

WHEREAS, THE SELF-STORAGE APPLICATION REQUESTS A REZONING OF THE PROPERTY FROM R-15 TO THE C DISTRICT FROM THE TOWN BOARD AND SITE PLAN APPROVAL FROM THE PLANNING BOARD; AND

WHEREAS, THE PLANNING BOARD IS SERVING AS LEAD AGENCY FOR A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE SELF-STORAGE APPLICATION; AND

WHEREAS, IN REVIEWING THE SELF-STORAGE APPLICATION, IT CAME TO THE TOWN’S ATTENTION THAT THE TOWN CODE DOES NOT HAVE ZONING REGULATIONS IN PLACE SPECIFIC TO AND COMPATIBLE WITH AN INDOOR SELF-STORAGE FACILITY; AND

WHEREAS, THE TOWN BOARD BELIEVES IT IS APPROPRIATE TO CONSIDER IMPLEMENTING REGULATIONS SPECIFICALLY FOR INDOOR SELF-STORAGE FACILITIES; AND

WHEREAS, THE TOWN HAS PREPARED A DRAFT LOCAL LAW TO REGULATE INDOOR SELF-STORAGE FACILITIES IN THE C DISTRICT AND PIO DISTRICT AND A FULL ENVIRONMENTAL ASSESSMENT FORM, PART 1 FOR THE DRAFT LOCAL LAW; AND

NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY REFERS THE DRAFT LOCAL LAW TO THE PLANNING BOARD FOR ITS REVIEW AND RECOMMENDATION; AND

BE IT FURTHER RESOLVED, THE TOWN BOARD HEREBY CONSENTS TO THE PLANNING BOARD SERVING AS LEAD AGENCY FOR A COORDINATED REVIEW OF THE LOCAL LAW IN CONJUNCTION WITH THE SELF-STORAGE APPLICATION FOR WHICH THE PLANNING BOARD IS ALREADY SERVING AS LEAD AGENCY.

15. **AWARD OF RFQ NO. 10 - 2024 – SODIUM HYPOCHLORITE - 12.5 - 15% (CHLORINE), AT BOWLINE POINT PARK**

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR SODIUM HYPOCHLORITE 12.5 - 15% (CHLORINE) TO BE USED AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO MAIN POOL & CHEMICAL CO. INC. OF DUPONT, PENNSYLVANIA THE LOWEST QUOTE, AT A COST OF \$2.95 PER GALLON.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Easement Agreement”), made on ____ day of _____, 2024, by and between the Town of Haverstraw, a municipal corporation with offices at One Rosman Road, Garnerville, NY 10923 (the “Town”) and CrossLife Church, Inc., a religious corporation with an address at 2 Ridge Road, Thiells, NY 10984 (“CrossLife”).

WITNESSETH:

WHEREAS, by deed dated June 6, 2001 and recorded with the Rockland County Clerk on July 18, 2021 under instrument number 2001-00033784, the Town is the owner of real property located in the Town of Haverstraw, County of Rockland as shown on the Town of Haverstraw Tax Map as 19.16-1-14 and as described in the metes and bounds description as set forth in Schedule “A” (the “Town Property”); and

WHEREAS, by deed dated July 19, 2001 and recorded with the Rockland County Clerk on July 20, 2001 under instrument number 2001-00034251, Victory Assembly Full Gospel Church, Inc. acquired real property located in the Town of Haverstraw, County of Rockland known as 2 Ridge Road and shown on the Town of Haverstraw Tax Map as 19.16-1-15 and as described in the metes and bounds description as set forth in Schedule “B” and the survey prepared by Michael J. Davis, P.L.S. dated June 2001 attached hereto as Schedule “C” (the “CrossLife Property”); and

WHEREAS, on March 26, 2013 Victory Assembly Full Gospel Church, Inc. filed a Certificate Of Incorporation Of A Church Of A Denomination Not Specifically Provided For – Amended Religious Corporation, to change the name of the entity to CrossLife Church, Inc., which was recorded with the Rockland County Clerk on April 3, 2013 under instrument number 2013-00000639; and

WHEREAS, as shown on Schedule C, the Town Property includes an “asphalt roadway” immediately east of the CrossLife Property known as Ridge Road, which is not a public road but which CrossLife and its invitees have historically used to access the parking area on the CrossLife Property; and

WHEREAS, by resolution dated December 13, 2023, the Town of Haverstraw Planning Board granted site plan approval for the CrossLife Property to construct an addition to the existing church structure and to make other site improvements, including to the parking area by striping the parking spaces and a buffer between the parking area and Ridge Road; and

WHEREAS, the Parties desire to formalize CrossLife’s use of a portion of Ridge Road for access to the CrossLife Property and the terms and conditions under which that use will occur; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Town and CrossLife agree as follows:

1. **Easement Grant.** The Town hereby grants CrossLife a 50-foot wide easement over a portion of Ridge Road as described in the metes and bounds description attached as Schedule “D” and as shown in dash marks on the plan prepared by Anthony R. Celentano, P.E. dated October 23, 2018 and last revised May 20, 2023 attached as Schedule “E” (the “Easement Area”).
2. **CrossLife’s Authorized Use of Easement Area.**
 - (a) CrossLife, its officers, directors, employees, congregants, invitees, visitors, contractors, volunteers and agents (collectively, “CrossLife Grantees”) are hereby authorized to utilize the Easement Area for vehicular ingress and egress to the parking area on the CrossLife Property. There shall be no stopping, standing or parking of vehicles, or any other obstruction of the Easement Area by the CrossLife Grantees.
 - (b) To the extent there are any existing utilities under the Easement Area serving the CrossLife Property, the utilities are permitted to remain in their current location. CrossLife shall not do any work in the Easement Area to access any existing utilities for maintenance, repair or replacement without obtaining the Town’s advanced written consent, which consent shall not be unreasonably withheld provided CrossLife complies with the following:
 - i. All work shall be done at CrossLife’s sole cost and expense;
 - ii. CrossLife shall provide proof of insurance in a form and limits acceptable to the Town and name the Town as an additional insured on the policies;
 - iii. CrossLife shall develop a plan to ensure that there will be minimal disruption to use of the Easement Area for access to the CrossLife Property and any other applicable properties;
 - iv. CrossLife shall obtain any and all required permits and approvals for the work; and
 - v. CrossLife shall return the Easement Area to the same condition it was in prior to the work.
3. **Town’s Use of Easement Area.** Nothing contained herein shall preclude the Town, its officers, employees, contractors or agents, or other members of the public, from utilizing the Easement Area for any reason the Town sees fit. Nothing contained herein shall preclude the Town from entering into agreements, for easements or otherwise, related to the Easement Area with third-parties so long as it does not substantially interfere with or impede CrossLife’s rights under this Easement Agreement.
4. **Defense and Indemnification.** CrossLife shall defend, indemnify and hold harmless the Town, its officers, employees, contractors and/or agents (collectively, the “Town Indemnitees”) from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys’ fees or loss arising from CrossLife Grantees’ use of the Easement Area and of the acts or omissions by the CrossLife Grantees or third parties acting under their direction or control related to the Easement Area. It is expressly agreed and understood that CrossLife shall have no obligation to defend or indemnify the Town Indemnitees for any acts or omissions caused by or resulting from any Town Indemnitees’ negligence. It is further expressly understood and agreed that

this defense and indemnification provision does not apply to any claim to enforce this Easement Agreement.

5. **Perpetual Agreement.** The provisions of this Easement Agreement shall be perpetual and shall be construed to be covenants running with the land and every part thereof and interest therein, and all provisions hereof shall be binding upon and inure to the benefit of the Parties hereto, the owners of all or any part of the Town Property and the CrossLife Property, or any interest therein, and his, her, its or their heirs, trustees, executors, administrators, grantees, successors and assigns.
6. **Insurance; Waiver of Claims.** CrossLife shall each purchase and maintain at their sole cost and expense one or more policies of insurance covering the Easement Area against loss or losses from liabilities imposed by law or assumed in any written contract or arising from personal injury or death or damage to property, with limits of not less than \$1 million per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1 million per accident or occurrence on account of damage to the property of others. All such policies of insurance shall name the Town, its successors and assigns as additional insureds, and proof of such shall be provided promptly upon request by the Town.
7. **Remedies in the Event of Default.** In the event any Party shall default in the performance of its obligations hereunder then the non-defaulting party may seek such remedies as may be available at law or in equity, including an action for damages, injunctive relief or specific performance. The prevailing Party shall be entitled to recover its costs incurred, including reasonable attorneys' fees. Notwithstanding the foregoing, in no event shall either Party be entitled to recover punitive damages.
8. **Recording.** The Town shall cause this Easement Agreement to be recorded with the Rockland County Clerk's Office and indexed against the Town Property and the CrossLife Property, with all associated costs to be paid by the Town. The Parties shall execute and deliver all documents reasonably required in order to effect such recording. This Easement Agreement shall be effective for all purposes regardless of when or if the Easement Agreement is recorded.
9. **Governing Law.** This Easement Agreement is being executed and delivered, and is intended to be performed, in the State of New York, and the laws of such state shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of this Easement Agreement. The parties consent to the jurisdiction of the Supreme Court, Rockland County.
10. **Severability.** If any provision of this Easement Agreement, or any section, sentence, clause, phrase or word, or the application thereof, shall in any circumstance be judicially held in conflict with the laws of the State of New York, then said laws shall be deemed controlling, and the validity, force and effect of the remainder of this easement agreement and the application of any such provisions, section, clause, phrase or word in other circumstances shall not be affected thereby.

11. **Counterparts.** This Easement Agreement may be executed and delivered in multiple original counterparts, all of which taken together will be an original for all purposes, including admissibility in evidence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF HAVERSTRAW

CROSSLIFE CHURCH, INC.

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

By:
Title:

STATE OF NEW YORK)
 ss:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024, before me, the undersigned, 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

STATE OF NEW YORK)
 ss:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024, before me, the undersigned, 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

SCHEDULE A

All that parcel of land situate in the Town of Haverstraw, County of Rockland, State of New York, as shown on a map entitled "Map Showing Subdivision Lands NF People of the State of New York Known as Letchworth Village" as prepared by ABD Engineers and Surveyors, Schenectady, New York, dated June 1999, revised 2/16/00, being more particularly described as follows:

Beginning at a point located on the easterly bounds of Hammond Road at its intersection with the division line between lands now or formerly of John R. & Neil Lombardi (L. 386, P. 1632) on the north and lands now or formerly of the People of the State of New York known as Letchworth Village on the south; thence along the westerly bounds of Hammond Road the following seven (7) courses and distances:

- 1) *South 15°-43'-11" West, a distance of 211.19 feet to a point;*
- 2) *South 14°-35'-13" West, a distance of 20.11 feet to a point;*
- 3) *North 75°-24'-47" West, a distance of 20.00 feet to a point;*
- 4) *South 14°-35'-13" West, a distance of 30.00 feet to a point;*
- 5) *South 75°-24'-47" East, a distance of 20.00 feet to a point;*
- 6) *South 14°-35'-13" West, a distance of 25.24 feet to a point;*
- 7) *South 14°-30'-08" West, a distance of 17.28 feet to a point;*

thence through said lands of the People of the State of New York the following eleven (11) courses and distances:

- 1) *North 85°-42'-16" West, passing through a capped iron rod set, a distance of 289.62 feet to a point marked by a capped iron rod set;*
- 2) *South 09°-05'-21" West, a distance of 185.07 feet to a point marked by a capped iron rod set;*
- 3) *South 09°-28'-19" West, a distance of 302.22 feet to a point marked by a capped iron rod set;*
- 4) *South 31°-30'-26" West, a distance of 854.95 feet to a point marked by a capped iron rod set;*
- 5) *South 55°-54'-14" West, a distance of 175.29 feet to a point marked by a capped iron rod set;*
- 6) *South 11°-47'-37" West, a distance of 232.42 feet to a point marked by a capped iron rod set;*
- 7) *South 81°-57'-59" West, a distance of 320.47 feet to a point marked by a capped iron rod set;*
- 8) *South 17°-11'-29" West, a distance of 210.19 feet to a point marked by a capped iron rod set;*
- 9) *South 39°-24'-37" West, a distance of 161.12 feet to a point marked by a capped iron rod set;*
- 10) *South 42°-14'-13" West, a distance of 182.67 feet to a point marked by a capped iron rod set;*

- 11) South 03°-08'-14" West, a distance of 471.31 feet to a point located in the northerly division line of lands now or formerly of the Town of Haverstraw (L. 1013, P. 867);

thence along said lands the following three (3) courses and distances:

- 1) North 80°-33'-47" West, a distance of 670.66 feet to a point located in the easterly bounds of Ridge Road;
- 2) South 06°-00'-18" West, a distance of 1,551.03 feet along said road to a point;
- 3) North 45°-04'-31" West, a distance of 594.54 feet to a point located in the southerly bounds of Underpass Road;

thence through said lands now or formerly of the People of the State of New York, following the centerline of a stream, the following thirteen (13) courses and distances:

- 1) North 09°-03'-24" East, a distance of 146.66 feet to a point;
- 2) North 12°-39'-09" East, a distance of 117.30 feet to a point;
- 3) North 17°-41'-28" East, a distance of 94.80 feet to a point;
- 4) North 24°-06'-15" West, a distance of 93.24 feet to a point;
- 5) North 14°-52'-20" East, a distance of 201.66 feet to a point;
- 6) North 25°-22'-28" West, a distance of 180.47 feet to a point;
- 7) North 09°-24'-41" East, a distance of 108.43 feet to a point;
- 8) North 12°-49'-33" East, a distance of 109.20 feet to a point;
- 9) North 09°-21'-15" East, a distance of 103.83 feet to a point;
- 10) North 03°-02'-03" East, a distance of 49.46 feet to a point;
- 11) North 02°-37'-13" West, a distance of 82.31 feet to a point;
- 12) North 12°-41'-17" West, a distance of 68.99 feet to a point;
- 13) North 29°-02'-19" West, a distance of 39.14 feet to a point;

thence continuing through said lands the following two (2) courses and distances:

- 1) South 90°-00'-00" East, a distance of 249.30 feet to a point;
- 2) North 00°-00'-00" East, a distance of 1,106.18 feet to a point located in the southerly bounds of Letchworth Village Road;

thence along said road boundary the following six (6) courses and distances:

- 1) North 33°-20'-00" West, a distance of 451.17 feet to a point;
- 2) North 12°-05'-22" West, a distance of 496.69 feet to a point;
- 3) North 05°-52'-22" West, a distance of 234.76 feet to a point;
- 4) North 00°-43'-22" West, a distance of 124.21 feet to a point;
- 5) North 63°-48'-22" West, a distance of 36.89 feet to a point;
- 6) North 04°-14'-22" West, a distance of 1,057.46 feet to a point located in the southerly bounds of Willow Grove Road;

thence along said road boundary the following three (3) courses and distances:

- 1) South 72°-33'-49" East, a distance of 223.39 feet to a point;
- 2) South 67°-05'-49" East, a distance of 168.97 feet to a point;
- 3) South 66°-07'-49" East, a distance of 186.68 feet to a point;

thence through said lands now or formerly of the People of the State of New York the following seven (7) courses and distances:

- 1) South 30°-17'-50" West, a distance of 72.20 feet to a point;
- 2) South 23°-28'-32" East, a distance of 390.52 feet to a point;
- 3) South 45°-43'-24" East, a distance of 332.62 feet to a point;
- 4) South 78°-29'-57" East, a distance of 118.23 feet to a point;
- 5) North 30°-14'-50" East, a distance of 48.27 feet to a point;
- 6) North 03°-24'-42" West, a distance of 380.49 feet to a point;
- 7) North 51°-01'-45" West, a distance of 49.00 feet to a point located in the southerly bounds of Willow Grove Road;

thence along said road along a curve to the left having a radius of 269.92 feet, an arc distance of 202.89 feet to a point, said curve containing a chord of South 84°-22'-49" East, 198.15 feet; thence South 78°-53'-35" East, through said lands now or formerly of the People of the State of New York, a distance of 717.51 feet to a point being the southwest corner of lands now or formerly of Robert A. & Nancy P. Lankau (L. 913, P. 516) marked by a stone wall intersection; thence South 74°-37'-56" East, along said lands and partially following a stone wall, a distance of 1,335.18 feet to the Point of Beginning.

EXCEPTING AND RESERVING to the parties of the first part, their successors and assigns, the following parcel:

Beginning at a point located in the northerly bounds of Letchworth Village Road, a distance of approximately 1,985 feet westerly from its intersection with the centerline of Hammond Road; thence along said Letchworth Village Road the following three (3) courses and distances:

- 1) North 49°-06'-58" West, a distance of 103.59 feet to a point;
- 2) North 37°-22'-58" West, a distance of 203.69 feet to a point;
- 3) North 33°-58'-44" West, a distance of 199.44 feet to a point;

thence through lands now or formerly of the People of the State of New York known as Letchworth Village the following three (3) courses and distances:

- 1) South 84°-09'-39" East, a distance of 296.05 feet to a point;
- 2) South 29°-21'-11" East, a distance of 95.11 feet to a point;
- 3) South 05°-36'-21" West, a distance of 283.38 feet to the Point of Beginning, containing 67,222 square feet or 1.54 acres

Total parcel containing 6,844,219 SF or 157.13 acres.

ALSO EXCEPTING AND RESERVING to the parties of the first part, their successors and assigns forever, for purposes of use, operation, maintenance, repair and replacement, access to those existing utilities which service the remaining property of the party of the first part and run through, upon, over and under the property described above. Such utilities include but are not limited to water, sewer, communications, gas and electricity. The reserved access shall include the right to relocate any of said utilities, providing that the relocation is without harm to either party.

ALSO EXCEPTING AND RESERVING to the parties of the first part, their successors and assigns forever, a right of way for ingress to and egress from said remaining property, as shown on the attached map, providing that the ingress and egress is without harm to either property.

VJM/0730 LT

VINCENT J. MONTE AGENCY, INC.
Title Insurance
67 NORTH MAIN STREET
NEW CITY, NEW YORK 10956
914-634-0608

SCHEDULE A

All that parcel of land situate in the Town of Haverstraw, County of Rockland, State of New York, as shown on a map entitled "Map of Survey Lands of Hope Chapel Church" as prepared by ABD Engineers and Surveyors, Schenectady, New York, dated June 2001, (attached as Appendix A), being more particularly described as follows:

Beginning at a point located in the northerly bounds of Letchworth Village Road, a distance of approximately 1,985 feet westerly from its intersection with the centerline of Hammond Road; thence along said Letchworth Village Road the following three (3) courses and distances:

- 1) North 49°-06'-58" West, a distance of 103.59 feet to a point;*
- 2) North 37°-22'-58" West, a distance of 203.69 feet to a point;*
- 3) North 33°-58'-44" West, a distance of 199.44 feet to a point;*

thence through lands now or formerly of the People of the State of New York known as Letchworth Village the following three (3) courses and distances:

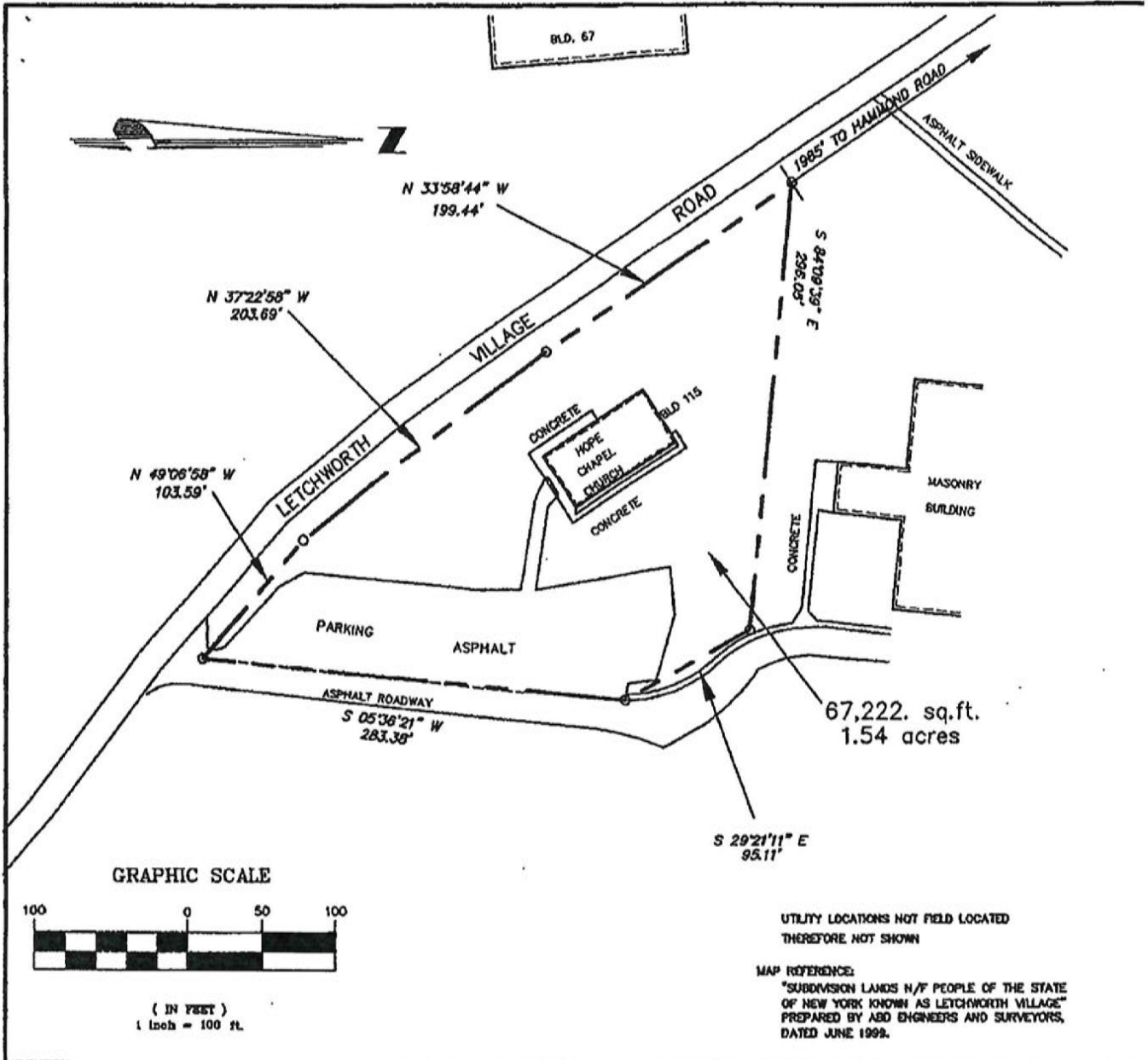
- 1) South 84°-09'-39" East, a distance of 296.05 feet to a point;*
- 2) South 29°-21'-11" East, a distance of 95.11 feet to a point;*
- 3) South 05°-36'-21" West, a distance of 283.38 feet to the Point of Beginning, containing 67,222 square feet or 1.54 acres.*

EXCEPTING AND RESERVING to the parties of the first part, their successors and assigns forever, for purposes of use, operation, maintenance, repair and replacement, access to those existing utilities which service the remaining property of the party of the first part and run through, upon, over and under the property described above. Such utilities include but are not limited to water, sewer, communications, gas and electricity. The reserved access shall include the right to relocate any of said utilities, providing that the relocation is without harm to either party.

Subject to any easements, restrictions and/or covenants of record, if any.

C

APPENDIX A



NO.	REVISION	BY	DATE

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7309 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE VALID COPIES. CERTIFICATIONS INDICATED OR IMPLIED THEREON SHALL ONLY RUN TO THE PARTY FOR WHOM THE SURVEY WAS PREPARED, & ON HIS BEHALF TO THE ADDITIONAL PARTIES LISTED HEREON. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL PARTIES OR SUBSEQUENT OWNERS NOT LISTED HEREON.

[Signature]

MICHAEL J. DAVIS, P.L.S.
N.Y.S. LICENSE NO. 49297

MAP OF SURVEY
LANDS OF
HOPE CHAPEL CHURCH

TOWN OF HAVERSTRAW COUNTY OF ROCKLAND

STATE OF NEW YORK

ABO ENGINEERS
SURVEYORS
411 Union Street Schenectady, N.Y. 12305
518-377-0315 Fax: 518-377-0379

DATE: JUNE 2001	SCALE: 1" = 100'	DWG. 846-115	SHEET OF 1 OF 1
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50' WIDE ACCESS & UTILITY EASEMENT
FROM TOWN OF HAVERSTRAW
IN FAVOR OF CROSS LIFE CHURCH

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

BEGINNING at a point on the Northerly line Letchworth Village Road said point being the Southeasterly corner of tax lot 19.16-1-15 and Southwesterly corner of the easement herein described;

RUNNING THENCE along the Easterly line of tax lot 19.16-1-15

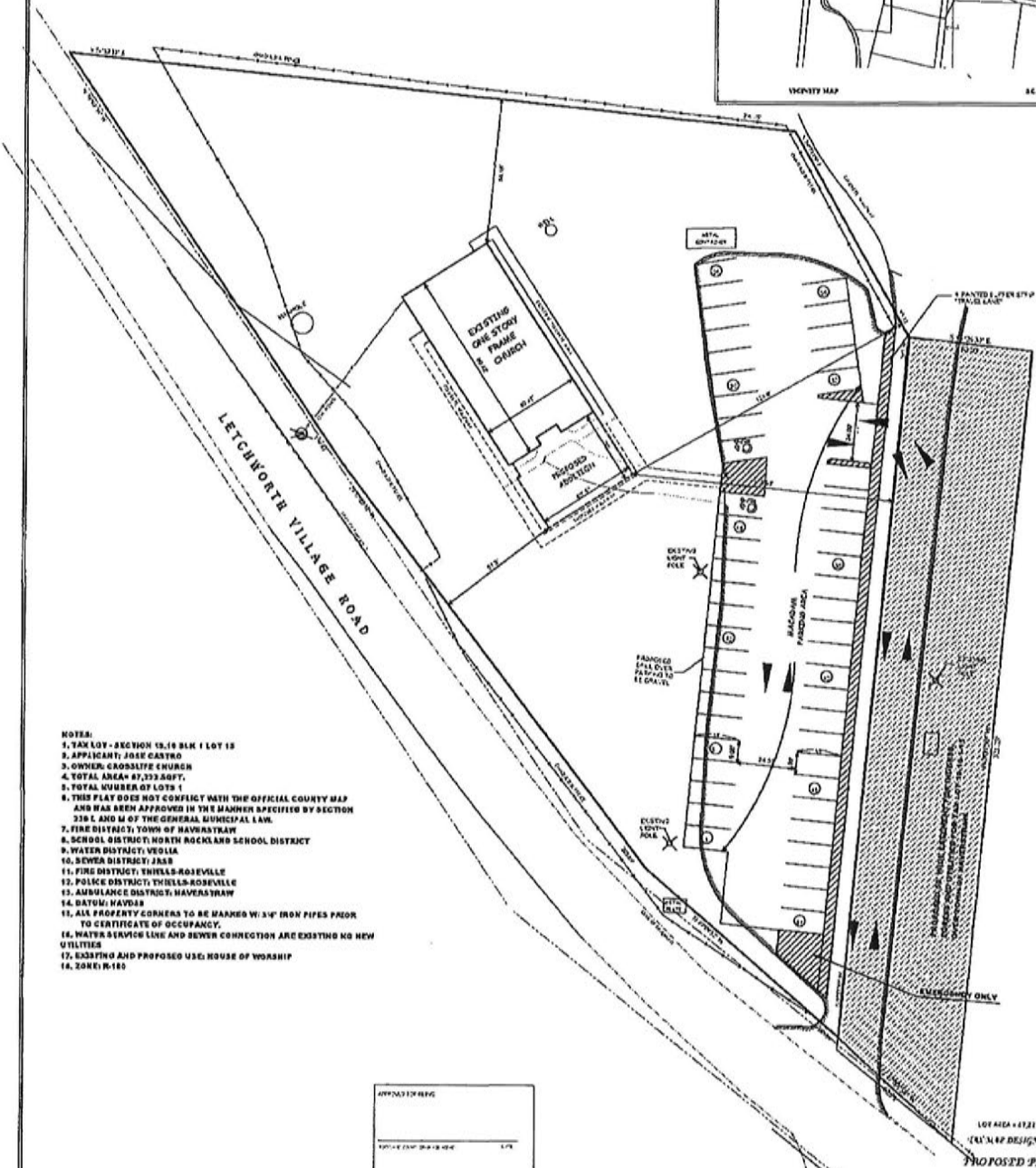
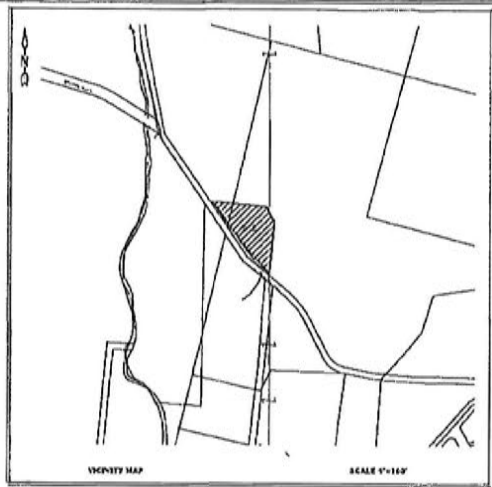
N 05°33'30"E, a distance of 283.38'

THENCE through tax lot 19.16-1-14 the following courses and distance:

1. N 84°26'30"E, a distance of 50.00'
2. S 05°33'30"W, a distance of 321.23'

To the Northerly line of Letchworth Village Road;

THENCE along the Northerly line of Letchworth Village Road
S 47°18'58"W, a distance of 62.71' To the point of beginning containing
15,115.03 SQFT.



- NOTES:**
1. TAX LOT - SECTION 16.19 BLM 1 LOT 15
 2. APPLICANT, JOSE CASTRO
 3. OWNER, CROSS LIFE CHURCH
 4. TOTAL AREA - 87,333 SQ. FT.
 5. TOTAL NUMBER OF LOTS 1
 6. THIS PLAN DOES NOT CONFLICT WITH THE OFFICIAL COUNTY MAP AND HAS BEEN APPROVED IN THE MANNER SPECIFIED BY SECTION 236 L AND M OF THE GENERAL MUNICIPAL LAW.
 7. FIRE DISTRICT, TOWN OF HAVERSTRAW
 8. SCHOOL DISTRICT, NORTH ROCKLAND SCHOOL DISTRICT
 9. WATER DISTRICT, VEOLEA
 10. SEWER DISTRICT, J&K
 11. FIRE DISTRICT, KINSELLA-ROSEVILLE
 12. POLICE DISTRICT, THEILLS-ROSEVILLE
 13. AMBULANCE DISTRICT, HAVERSTRAW
 14. DISTRICT, HAVERD
 15. ALL PROPERTY CORNERS TO BE MARKED W/3" IRON PIPES PRIOR TO CERTIFICATE OF OCCUPANCY.
 16. WATER SERVICE LINE AND SEWER CONNECTION ARE EXISTING NO NEW UTILITIES
 17. EXISTING AND PROPOSED USE, HOUSE OF WORSHIP
 18. ZONE, R-1B

APPROVED BY:	DATE:

ZONING		REQUIREMENTS	
MIN. SETBACK	MAX. SETBACK	MIN. FRONT SETBACK	MIN. SIDE SETBACK
10'	10'	10'	10'
10'	10'	10'	10'
10'	10'	10'	10'

PARKING CALCULATION

1 SPACE / 300 SQ. FT. OF FLOOR AREA

87,333 SQ. FT. / 300 = 291.11

292 SPACES REQUIRED

LOT AREA = 87,333 SQ. FT. (2.16 AC)
 ZONING DESIGNATION: R-1B-1

PROPOSED PLANIMETRIC PLAN FOR

CROSS LIFE CHURCH

TOWN OF WESTTOWN, ROCKLAND COUNTY
 REV. 11/18

THOMAS R. ADAM, P.E.
 OCTOBER 21, 2018 SCALE: 1" = 20'

ANTHONY R. CELENTANO, P.E.
 21 JASPER ROAD
 THIRSK, N.Y. 10984
 TEL: 845.255.4333 FAX: 845.255.4334

Anthony R. Celentano
 PART 1 OF 3 7412





Phone: (845) 429-3407

Quote

Trip #: 32731
 Trip Date: 23-Apr-2024
 Group: Youth

Town of Haverstraw
 One Rosman Road
 Garnerville, NY 10923T
 Contact: Lorraine Arocena
 Contact Email:
 larocena.townofhaverstrawyb@gmail.com

Quoted Date: 27-Mar-2024
 Total Vehicles: 3
 Salesperson: John Redmond

Full Size School Bus

3 x \$818.03 = \$2,454.09

Pick Up	23-Apr-2024 8:30 AM	Supervisor's Office	1 Rosman Road Garnerville, NY 10923-1742
Drop Off	23-Apr-2024	Aquatopia Indoor Waterpark	193 Resort Drive Tannersville, PA 18372-7993
Pick Up	23-Apr-2024 3:30 PM	Aquatopia Indoor Waterpark	193 Resort Drive Tannersville, PA 18372-7993
Drop Off	23-Apr-2024	Supervisor's Office	1 Rosman Road Garnerville, NY 10923-1742
			Total: \$2,454.09

**PURCHASE OF UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE
DEPARTMENT**

Councilman Gamboli offered the following resolution, which was seconded by Councilman Cancel and on roll call unanimously adopted.

80-24 RESOLVED, UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF POLICE UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM UNITED UNIFORMS OF BUFFALO, NEW YORK, OFF OF NYS HIRE CONTRACT # PC-69044 IN THE SUM OF \$45,000.

TOWN OF HAVERSTRAW
LOCAL LAW NO. __ of 2024

A LOCAL LAW AMENDING TOWN CODE CHAPTER 167 REGULATING SELF-STORAGE FACILITIES

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

SECTION 1. Authority

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

SECTION 2. Title, Intent and Purpose

This local law shall be known and cited as “a Local Law amending Chapter 167 of the Town Code regulating self-storage facilities in the unincorporated Town of Haverstraw.”

The Town of Haverstraw has received an application for an indoor self-storage facility in the Town’s Commercial (C) District. In reviewing the application, it came to the Town’s attention that the Town Code does not have bulk regulations in place for this type of use, particularly related to parking. In order to provide clear and relevant regulations for indoor self-storage facilities, which are generally benign and non-intensive uses, the Town Board believes it is in the best interest of the health, safety and well-being of the Town’s constituents to implement applicable zoning regulations.

SECTION 3. Amendment

Section 167-3 of the Town Code (Word usage and definitions) is amended to add the following definitions:

DISTRIBUTION CENTER:

An establishment engaged in the receipt, storage, and distribution of goods, products, cargo and materials, including trans-shipment by boat, rail, air, or motor vehicle.

SELF-STORAGE FACILITY:

A commercial facility where individuals or businesses rent separate, individual and private space for the storage of personal or business items. Self-Storage Facility shall not include a Warehouse, Truck Terminal or Distribution Facility.

SELF-STORAGE FACILITY, INDOOR:

Self-storage facilities where storage units are located within an enclosed building.

SELF-STORAGE FACILITY, OUTDOOR:

Self-storage facilities where storage units are located in open-air settings.

TRUCK TERMINAL:

An area and building where trucks load and unload cargo and freight and where the cargo and freight may be broken down or aggregated into smaller or larger loads for transfer to other vehicles or modes of transportation.

WAREHOUSE:

A building used primarily for the storage of goods and materials.

SECTION 4. Amendment

Town Code Chapter 167 Attachment 11 (Table of General Use Requirements – C Commercial District) is amended to add the following:

To Column 2 (“Uses Permitted by Right”):

10. Self-Storage Facility, Indoor

To Column 9 (“Additional Use Regulations”):

14. For Self-Storage Facility, Indoor, see Zoning Code § 167-13.2

SECTION 5. Amendment

Town Code Chapter 167 Attachment 12 (Table of General Use Requirements – PIO Planned Industrial Office District) is amended to add the following:

To Column 2 (“Uses Permitted by Right”):

10. Self-Storage Facility, Indoor

To Column 9 (“Additional Use Regulations”)

7. For Self-Storage Facility, Indoor, see Zoning Code § 167-13.2.

SECTION 6. Amendment

Town Code Chapter 167 (Zoning) is amended to add a new Section 167-13.2 as follows:

Section 167-13.2 Regulations for Self-Storage Facilities, Indoor

A. Permitted and Prohibited Uses.

1. Self-Storage Facilities, Indoor are permitted, but shall not include any of the following:
 - i. Storage of flammable or hazardous chemicals or explosives,
 - ii. Storage of boats, trailers or recreational vehicles,
 - iii. Auctions or commercial, wholesale or retail sales (except for storage materials, such as boxes or tape, sold by the operator of the facility) or miscellaneous garage sales,
 - iv. Service, repair or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances or other similar equipment,
 - v. Operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment, and
 - vi. Any use or storage that is noxious or offensive because of odors, dust noise, fumes or vibrations.
2. Self-Storage Facilities, Outdoor, are not permitted.
3. Distribution Centers, Warehouses and Truck Terminals are only permitted to the extent otherwise provided in this Chapter but not as a Self-Storage Facility, Indoor use.

B. Bulk Regulations. The following bulk regulations shall apply to Self-Storage Facilities, Indoor:

1. Net Buildable Acreage (Lot Size): 40,000 square feet
2. Setbacks and Buffers: Self-Storage Facilities, Indoor shall adhere to the requirements for the zoning district in which the property is located.
3. Maximum Building Height: 35 feet and 3 stories
4. Maximum Building Coverage: 40%
5. Maximum Impervious Coverage: 60%

C. Design and Operational Requirements. As part of site plan review, the Applicant shall demonstrate compliance with the following:

1. Landscaping and screening: Adequate landscaping and screening shall be provided to mitigate visual impacts and maintain compatibility with adjacent properties.
2. Lighting: Outdoor lighting shall be provided for security and safety purposes, with fixtures designed to minimize light spillage onto adjacent properties.

3. Architectural Standards: Self-Storage Facilities, Indoor shall be designed to complement the character of the surrounding area and may be subject to architectural review as provided in this Chapter.
4. Signage: Signage shall comply with the Town Code and be designed to minimize visual clutter.
5. Security: Self-Storage Facilities, Indoor shall implement adequate security measures to prevent theft and unauthorized access to the storage units.
6. Noise: Operations shall not produce excessive noise that disturbs neighboring properties and, if necessary, shall implement noise-reducing measures.
7. Vehicular Circulation: Self-Storage Facilities, Indoor, shall be designed to minimize traffic congestion and ensure safe ingress, egress and on-site circulation for vehicles and pedestrians.

D. Parking.

1. There shall be 1 parking space for every 100 storage units.
2. The parking spaces shall comply with the dimensional requirements set forth in Article IX of this Chapter, except that a minimum of 40% of the parking spaces shall comply with the dimensional requirements for loading berths set forth in Article IX of this Chapter.
3. The parking spaces and loading berths shall be in a location satisfactory to the Planning Board to provide safe and efficient access to the facility.
4. If determined to be appropriate by the Planning Board as part of site plan review, the Applicant shall designate an area(s) on the property for the landbanking of additional parking spaces and/or loading berths should they become necessary in the future.

SECTION 7. Validity.

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

SECTION 8. Effective Date.

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

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF HAVERSTRAW



TOWN OF HAVERSTRAW

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: Supervisor Phillips
Town Board Members

From: Ryan Reynolds

Date: April 9, 2024

Re: RFQ - Sodium Hypochlorite – 12.5-15% (Chlorine)

Gentlemen,

I have obtained a Request for Quote (RFQ), for Sodium Hypochlorite – 12.5-15% (Chlorine), at Bowline Point Park. Please be advised that Main Pool and Chemical Company CO. INC., had the lowest quote, for the amount of \$2.95 per gallon. We are estimate to use an approximate 10,000 gallons this Pool Season.

Quotes – RFQ - Sodium Hypochlorite – 12.5-15% (Chlorine)

- 1) Main Pool & Chemical Co. - \$2.95 per gallon
- 2) Slack Chemical Co. - \$3.72 per gallon
- 3) Wechsler Pool Supply Co.- 4.61 per gallon

If you have any questions, or require additional information, please feel free to contact me.

Please inform me of your decision.

Regards,

Ryan Reynolds

MAIN POOL AND CHEMICAL COMPANY CO. INC.
110 COMMERCE ROAD DUPONT, PA. 18641
570-655-7211
570-655-7488 FAX

Effective Date: 04/05/2024
Customer: Town of Haverstraw

BULK HYPO:

\$2.95 / GAL

55-GAL DRUMS OF MURIATIC ACID:

\$4.545 / GAL = \$249.97 PER 55-GAL DRUM

4 DRUMS @ \$249.97 = \$999.88

DRUM DEP / RET = MEMO

Please let me know if you have any questions, a copy of this pricing notice has also been placed in your file.

Thank you,

Victoria Grugnale | victoria@mainpoolchemical.com

Main Pool & Chemical Co. Inc.