

**HAVERSTRAW TOWN BOARD  
AUGUST 9, 2022**

**A G E N D A**

**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 THE TOWN BOARD MEETING OF JULY 12, 2022.**

**4. PAYMENT OF BILLS**

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

**5. ACCEPTANCE OF REPORTS**

**NONE**

**6. APPOINTMENT OF RICKY FIT, JR. - POLICE OFFICER - FULL TIME**

**RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT RICKY FIT, JR. OF HAVERSTRAW, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW EFFECTIVE AUGUST 29, 2022 AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. FIT SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.**

**7. PUBLIC HEARING – PURSUANT TO CHAPTER 127-31 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW**

**PURPOSE OF PUBLIC HEARING**

**THIS PUBLIC HEARING IS BEING HELD TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE PROPERTY LOCATED AT 51 LILLIAN STREET, POMONA, NEW YORK 10970 DUE TO THE FAILURE OF THE OWNER/TENANT AND/OR OCCUPANT OF THE ABOVE PREMISES TO CORRECT A CONDITION COMPLAINED OF, SPECIFICALLY STORING AN UNREGISTERED VEHICLE ON THE FRONT LAWN OF THE PROPERTY CAUSING A PUBLIC NUISANCE.**

**8. PUBLIC HEARING – PURSUANT TO CHAPTER 127-31 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW**

**PURPOSE OF PUBLIC HEARING**

**THIS PUBLIC HEARING IS BEING HELD TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE PROPERTY LOCATED AT 94 ROSMAN ROAD, THIELLS, NEW YORK 10984 DUE TO THE FAILURE OF THE OWNER/TENANT AND/OR OCCUPANT OF THE ABOVE PREMISES TO CORRECT A CONDITION COMPLAINED OF, SPECIFICALLY THAT THE GRASS AND/OR WEEDS ARE SIGNIFICANTLY OVERGROWN ON THE PROPERTY CAUSING A PUBLIC NUISANCE.**

**9. PUBLIC HEARING – PURSUANT TO CHAPTER 127-31 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW**

**PURPOSE OF PUBLIC HEARING**

THIS PUBLIC HEARING IS BEING HELD TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE PROPERTY LOCATED AT 6 ELM STREET, GARNERVILLE, NY 10923 DUE TO THE FAILURE OF THE OWNER/TENANT AND/OR OCCUPANT OF THE ABOVE PREMISES TO CORRECT A CONDITION COMPLAINED OF, SPECIFICALLY THAT THE GRASS AND/OR WEEDS ARE SIGNIFICANTLY OVERGROWN AND THERE IS AN ABUNDANCE OF DEBRIS ON THE PROPERTY CAUSING A PUBLIC NUISANCE.

**10. ACCEPTANCE OF AUDIT REPORT**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE AUDIT REPORT FROM BERARD & ASSOCIATES CPA'S P.C. OF SUFFERN, NEW YORK FOR THE YEAR ENDING DECEMBER 31, 2021.

**11. AWARD OF RFP NO. 6 - 2022– DEEP TINE AERATION - GOLF COURSE GREENS**

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, GREENSKEEPER, TO PROVIDE DEEP TINE AERATION TO THE TOWN OF HAVERSTRAW GOLF COURSE GREENS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO 6 – 2022 FOR DEEP TINE AERATION OF THE GREENS FOR THE PHILIP J. ROTELLA GOLF COURSE IN AUGUST 2022 TO DRYJECT NORTH EAST, LLC OF DELAWARE GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$3,990.00.

**12. APPROVAL OF CHANGE ORDER NO. 1 – CULINARY DEPOT- TOWN OF HAVERSTRAW PARK CONCESSION STAND EQUIPMENT**

BASED UPON THE RECOMMENDATION OF BUILDING INSPECTOR GEORGE BEHN, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 1 WITH CULINARY DEPOT OF SPRING VALLEY, NEW YORK FOR TOWN OF HAVERSTRAW PARK CONCESSION STAND EQUIPMENT TO CANCEL ITEM 27 GT-100- C GREASE INTERCEPTOR IN THE AMOUNT OF \$789.16, AND ADD CUSTOM MODEL NO. COREING CORING FOR GREASE TRAP IN THE AMOUNT OF \$789.16, RESULTING IN NO ADDITIONAL CHARGES.

**13. APPROVAL OF CHANGE ORDER NO. 2 – CULINARY DEPOT- TOWN OF HAVERSTRAW PARK CONCESSION STAND EQUIPMENT**

BASED UPON THE RECOMMENDATION OF BUILDING INSPECTOR GEORGE BEHN, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 2 WITH CULINARY DEPOT OF SPRING VALLEY, NEW YORK FOR TOWN OF HAVERSTRAW PARK CONCESSION STAND EQUIPMENT FOR A CUSTOM MODEL NO. CHANGE ORDER: CORE HOLE FOR HVAC, RUN NEW HOME RUN 220 V 20 AMP LINE FOR HVAC WITH DISCONNECT EXTERIOR OF BUILDING IN THE AMOUNT OF \$1,985.00.

**14. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND BLUESCOPE CONSTRUCTION - CONSTRUCTION OF MAINTENANCE BUILDING AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A CONTRACT WITH BLUESCOPE CONSTRUCTION OF KANSAS CITY, MISSOURI, THROUGH SOURCEWELL CONTRACT NUMBER 21673 IN ACCORDANCE WITH THE TOWN'S "BEST VALUE" POLICY AS CONTAINED IN TOWN CODE CHAPTER §33-10, FOR THE CONSTRUCTION OF MAINTENANCE BUILDING AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX AT A COST OF \$1,016,415 AS SPECIFIED ON THE SCHEDULE OF VALUES OF THE PROPOSAL.

**15. ESTABLISH CAPITAL PROJECT – CONSTRUCTION OF MAINTENANCE BUILDING AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX**

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE CONSTRUCTION OF MAINTENANCE BUILDING AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX, AS A CAPITAL PROJECT IN THE AMOUNT OF \$1,300,000.00, WHICH WILL BE FUNDED FROM THE GENERAL FUND AS AN INTERFUND TRANSFER.

**16. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH REDDI ALARM & TIME SYSTEMS, INC. AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH REDDI ALARM & TIME SYSTEMS, INC. OF TAPPAN, NEW YORK TO INSTALL ONE (1) CONTROL PANEL AND ANNUNCIATOR, ONE (1) PULL STATION WITH COVER, FOUR (4) HEAT DETECTORS, ONE (1) SMOKE DETECTOR, ONE (1) 10 YEAR BATTERY CO DETECTOR, ONE (1) ANSUL CONNECT, THREE (3) HORN/STROBE AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX FOR A TOTAL COST OF \$2,400.00.

**17. LEASE AGREEMENT WITH LYNCH'S 3, INC. FOR THE RESTAURANT SPACE AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A LEASE AGREEMENT WITH LYNCH'S 3, INC. FOR RENTAL OF THE RESTAURANT AT THE PHILIP J. ROTELLA MEMORIAL GOLF COUSE FOR A 10 YEAR TERM STARTING JANUARY 1, 2023; THIS RESOLUTION IS SUBJECT TO A PERMISSIVE REFERENDUM IN ACCORDANCE WITH TOWN LAW SECTION 90.

**18. AMENDMENT OF RESOLUTION NO. 302-22**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AMENDS RESOLUTION NO. 302-22 TO READ AS FOLLOWS:

BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 5 WITH HUSH MAINTENANCE CORP OF HAVERSTRAW, NEW YORK FOR ADDITIONAL WIRE AND PIPING FOR ANNOUNCERS BOOTH & PRESS BOX FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX IN THE AMOUNT NOT TO EXCEED \$6,948.93.

**19. AWARD OF RFQ NO. 15-2022 – PURCHASE THREE (3) 36” X 240”  
DIGITALLY PRINTED 18 OZ DOUBLE SIDED VINYL BANNERS AND ONE (1)  
48” X 72” DIGITALLY PRINTED 13 OZ SINGLE SIDED VINYL BANNERS**

**RESOLVED, THAT ONE (1) REQUEST FOR QUOTES WAS SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER TO PURCHASE THREE (3) 36” X 240” DIGITALLY PRINTED 18 OZ DOUBLE SIDED VINYL BANNERS WITH HEMS ON 4 SIDES AND GROMMETS EVERY 2’ AND ONE (1) 48” X 72” DIGITALLY PRINTED 13 OZ SINGLE SIDED VINYL BANNERS WITH HEMS ON 4 SIDES AND GROMMETS EVERY 2’ TO BE INSTALLED THROUGHOUT THE TOWN OF HAVERSTRAW FOR THE TOWN OF HAVERSTRAW 3<sup>RD</sup> ANNUAL LATIN NIGHT, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO HUDSON VALLEY SIGN STUDIO, INC. OF NEW CITY, NEW YORK, AT A COST OF \$2,532.00, THE SOLE BIDDER.**



**DryJect North East LLC**  
**Turf Pounders**

PO Box 525  
Delaware Water Gap, PA 18327

Phone: 570-421-8800

E-mail: dryjecne@outlook.com

**2022 Aeration**  
**Quotation/Contract**

Phillip J Rotella Memorial Golf  
Course  
Christopher Dyroff  
100 Thiells Mt. Ivy Road  
Thiells, NY 10984

**Day & Date of Service: Tuesday, August 30**

Service	Acre/Sq Ft	Rate	Total
Aerate Greens with 5/8" hollow tines & A2 spacing	123,000	0.03	3,690.00
Mobilization Fee PO # 14675		300.00	300.00
<b>Subtotal</b>			<b>\$3,990.00</b>
<b>Sales Tax (8.375%)</b>			<b>\$0.00</b>
<b>Total</b>			<b>\$3,990.00</b>

If day and date of service are specified above,  
you may accept this quotation and reserve your date by  
signing below. Contract MUST be returned to hold dates  
of service. Return by US or e-Mail at addresses above.

**2022 Terms and Conditions - Please Read**

- Customer to provide all diesel fuel for the tractors until the work is completed.
- Customer is responsible for all clean-up of cores and related debris.
- We will supply operators, tractors with aerators and one set of tines to complete the work.
- Customer is to flag (hot pink is the best color) all irrigation heads and lines, drainage, underground electrical lines, etc. We will not be responsible for anything damaged that was not properly flagged.
- Invoice will be adjusted to reflect any changes from contract on day of service.
- Significant delays on day of service due to customer negligence will be charged \$125 per hour.
- Customer cancellations less than 14 days prior to service date will be subject to a 25% Loss-of-Revenue Fee. Exceptions made for weather-related reasons.
- Payment is due in full 21 days from date of invoice. A monthly late fee of 2.5% applies.

Accepted (DryJect North East): Steve Jordan

1/5/2022

Accepted (Customer): \_\_\_\_\_

# Quote

07/28/2022

Small Business, Woman Owned

Contract No: GS-07F-0211V

Item Number: 03-0498920

Phone: 162939636

Page: 52PC4



Design Build Supply



KITCHEN CONSULTING & DESIGN • COMMERCIAL FOOD SERVICE EQUIPMENT & SUPPLIES

888.845.8200 • gsasales@culinarydepot.biz • www.culinarydepotinc.com

## Project:

Change Order 1 - Haverstraw  
Concessions

## From:

Culinary Depot  
Eli Potash  
67 Route 59  
Spring Valley, NY 10977  
(888) 845-8200  
(845)414-2230 (Contact)

Project Code: 490119

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CHANGE ORDER</b> Custom Model No. CHANGE ORDER Cancel item 27 GT-100-C - Grease Interceptor	\$-789.16	\$-789.16
2	1 ea	<b>CORING</b> Custom Model No. COREING CORING for grease trap	\$789.16	\$789.16
Total				-0-

Prices Good Until: 08/27/2022

Acceptance:

Date:

7/28/22

Printed Name:

Howard T. Phillips Jr.

Project Grand Total:

-0-

# Quote

07/28/2022

Small Business, Woman Owned

Contract No: GS-07F-0211V

Item Number: 03-0498920

Quantity: 162939636

Age: 52PC4



**Design Build Supply**



**KITCHEN CONSULTING & DESIGN • COMMERCIAL FOOD SERVICE EQUIPMENT & SUPPLIES**

888.845.8200 • gsasales@culinarydepot.biz • www.culinarydepotinc.com

**Project:**

Change Order 2 - Haverstraw  
Concessions

**From:**

Culinary Depot  
Eli Potash  
67 Route 59  
Spring Valley, NY 10977  
(888) 845-8200  
(845)414-2230 (Contact)

Project Code: 490129

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CHANGE ORDER</b> Custom Model No. CHANGE ORDER •Core hole for HVAC •Run new Home Run 220 V 20 amp line for HVAC with disconnect exterior of building	\$1,985.00	\$1,985.00
Total				\$1,985.00

Prices Good Until: 08/27/2022

Acceptance:

Printed Name:

Project Grand Total: \$1,985.00

Date:

7/28/22



01 August 2022

Mr. Kristopher A. Kemper  
Suburban Consulting Engineers, Inc.  
2430 Highway 34, Building A  
Wall, NJ. 08736

Regarding: Haverstraw Maintenance Building  
Town Haverstraw, NY

Dear Mr. Kemper:

We are pleased to present our proposal for the above reference facility based upon information you had provided and our Sourcewell Contract.

By purchasing this facility through the Sourcewell contract, the Town of Haverstraw can buy the building and construction services without going through the traditional bid process, saving them time and money, while ensuring the quality they desire. Additionally, the design-build process is collaborative and ensures they get the facility they desire. Under this offering, we provide a firm fixed price so they can avoid the high cost of multiple change orders. They will still get the local execution on the project they desire along with factory-direct pricing on the building shell. They will find this method is much easier than typical procurement methods which helps them avoid the pitfalls of the low bid process.

As General Contractor, BlueScope Construction is teaming with Hance Construction, Inc. our BlueScope Buildings' local builder in the role of Prime Subcontractor. As the prime subcontractor Hance Construction, Inc. will be responsible for coordinating their team of local designers, on-site trades, and vendors. This is our typical project approach, utilizing local specialists known and trusted to perform at a high level of quality and service. This approach is a best value solution based upon our national experience and oversight, plus local execution and small business participation from Hance Construction, Inc.

We believe our proposal is the best value based on the following:

- BlueScope Construction is the preeminent supplier of pre-engineered buildings (PEB) with multiple North American manufacturing plants. BlueScope Buildings a member of the Metal Building Manufacturers Association, Design-Build Institute, and US Green Building Council.
- BlueScope Building PEB brands, including Butler Buildings, are the world's most popular brands with more total in-place square footage than any other manufacturer.
- As part of BlueScope Buildings, BlueScope Construction offers factory-direct pricing on the PEB at most favored customer pricing.
- The Butler-Cote™ standard finishing system on metal panels has a 25-year warranty guaranteeing resistance to chalking and fading of the paint. This includes blistering, peeling, cracks, or chipping.
- The MR-24® metal roof system is the most specified standing seam metal roof in the industry.
- BlueScope Construction is a national contractor with a direct connection to a local general contractor network giving you a local presence and small business participation on your project.
- Our experienced team has built over 1,000 government projects. Your proposed project manager, Julio Del Villar, has overseen construction of 25 projects.



Haverstraw Maintenance Building  
Town of Haverstraw  
21673  
01 August 2022



We offer unparalleled customer service with more than 85% of our business each year from repeat customers.

BlueScope Construction and BlueScope Buildings have outstanding quality control and the capability to build to the highest levels of construction performance.

For these and many other reasons noted throughout this proposal, they will receive the best value facility by utilizing BlueScope Construction. Attached are the scope of work, schedule of values, proposal schedule and the preliminary drawing as prepared by Suburban Engineering, dated 2/5/21 used as the general description to complete our proposal. Please note that this offer is based on a design-build solution and the Scope of Work defines the intent of our proposed offer to furnish and install this Project for the price listed on the Schedule of Values document.

We welcome any questions or comments the Town of Haverstraw may have regarding this proposal. Please contact Julio Del Villar at the number stated below.

Regards,

A handwritten signature in black ink, appearing to read "Julio Del Villar".

A handwritten signature in black ink, appearing to read "Brian Aldrich".

**Brian Aldrich**  
Director, Government Services



**Julio Del Villar** | Senior Project Manager  
BlueScope Construction – Government Services  
M 816-769-5137  
E [jcdelvillar@bluescopeconstruction.com](mailto:jcdelvillar@bluescopeconstruction.com)  
A 1540 Genessee Street, Kansas City, MO 64102  
W [www.bluescopeconstruction.com](http://www.bluescopeconstruction.com)



## Anchor Bolts/Miscellaneous Steel

Unless requested by client, anchor bolts, embedded plates, handrail, pipe bollards, and other miscellaneous steel components are excluded from the building shell unless specifically included in our proposal.

## Exceptions/Clarifications

Use of ESFR sprinkler systems will require coordination of the sprinkler heads and the roof secondary members. If this coordination does not occur during the design of the steel building, field modifications may be required. The engineering and any field modifications required will be billed as a change order.



## MR-24® Roof System

### General

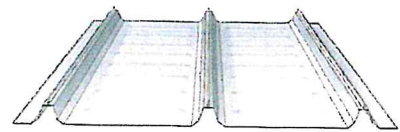
The roof shall be MR-24® roof system as furnished by Butler Manufacturing as follows:

Panels shall be factory roll-formed, 24" wide, with 2 major corrugations, 2" high (2¾" including seam), 24" on center. The flat of the panel shall contain cross flutes 6" on center perpendicular to the major corrugations the entire length of the panel.

Roof panels shall be factory pre-punched at panel end to match pre-punched holes in the eave structural member. Panel end splices shall be pre-punched and pre-notched.

### Panel Material and Finish (ALZN – non-painted)

Panel material and finish shall be 24-gauge steel coated both sides with a layer of acrylic coated Galvalume® aluminum-zinc alloy (approximately 55% aluminum, 45% zinc) applied by the continuous hot dip method. Minimum 0.55-ounce coated weight per square foot as determined by the triple spot test per ASTM Specification A-792. A clear acrylic film is applied for additional protection.



### System Design

MR-24 roof system panel shall be designed in accordance with AISI *Specifications for the Design of Light-Gauge, Cold-Formed Steel Structural Members* or CAN/CSAS136 *Cold-Formed Steel Structural Members*—latest edition.

Panel system shall be designed to support design live load.

All endwall trim and roof transition flashings shall allow the roof panel to move relative to the wall panels as the roof expands and contracts with temperature change.



## Fasteners

Connection of MR-24 roof system panel-to-structural members, except at eave, shall be made with clips with movable stainless-steel tabs that are seamed into standing seam sidelaps.

MR-24 roof system panel-to-panel connections shall be made with a positive, field-formed standing double-lock seam, formed by a special lock seaming machine. The machine field forms the final 180-degrees of a 360-degree Pittsburgh double-lock standing seam; all sidelap sealant shall be factory applied.



*The 360° double-lock standing seam on the MR-24 roof system is the same seam used on gas tanks and soda cans.*

## U. L. Uplift Ratings

The MR-24 Roof System carries an Underwriters Laboratories (U.L.) wind uplift resistance classification of 90 to ensure structural integrity and possible reduction of insurance rates (construction numbers 62, 62A, & 178).

## Provision for Expansion/Contraction

Provision for thermal expansion movement of the MR-24 roof system panel shall be accomplished by the use of clips with a factory centered, stainless steel, moveable tab. A force of no more than 8 pounds will be required to initiate tab movement. Each clip shall accommodate a minimum movement of 1.25" in either direction.

## Energy Conservation

Purlins shall be insulated to eliminate "thermal short circuit" between purlin and roof panels. The heat loss (thermal short circuit) caused by compression of the blanket insulation between structural and panel is minimized using a spacer block at each purlin location.



## Roof Accessories

### Gutter and Downspouts

Gutter shall be Butler contour type (4-½" wide x 5" deep) and shall be provided with downspouts (4" x 3") at eaves. Gutter, downspouts, and collector boxes shall be fabricated from 26-gauge Galvalume® steel and shall be painted in a Butler-Cote® paint finish in standard color.

### Gable Trim

Gable trim shall be Butler contour type and shall be provided at gables. Gable trim shall be fabricated from 26-gauge Galvalume® steel and shall be painted in a Butler-Cote paint finish in standard color.

### Overhangs

Endwalls to have 2'-0" overhangs (following roof slope)

Sidewalls to have 2'-0" overhangs (following roof slope)

### Moduleze II Flush Soffit

Moduleze II flush soffit shall be provided as per Butler's standard design and details as follows:

Moduleze II flush soffit panels shall be 24-gauge Cool Solar White painted Galvalume® aluminum-zinc alloy steel panels 12" wide by 7/8" deep interlocking panels with a flat exposed surface with one or two stiffening beads.





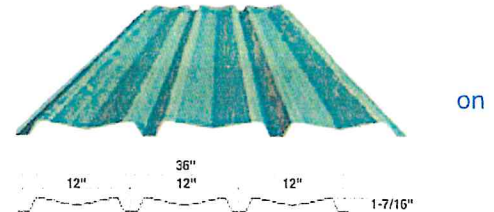
## Shadowwall™ Wall System

### General

Shadowwall™ wall system panels shall be as furnished by Butler Manufacturing as follows:

Panels shall be 36" wide with four major corrugations, 1-7/16" high, 12" center with two minor corrugations between each of the major corrugations the entire length of the panel.

Wall panels shall be factory pre-punched and shall match pre-punched holes in structural.



### Panel Design

Panel design shall be in accordance with AISI *Specification for the Design of Light-Gauge, Cold-Formed Steel Structural Members*, or CAN/CSA-S136 *Cold-Formed Steel Structural Members*, and in accordance with sound engineering methods and practices.



### Panel Material and Finish (Standard colors)

Panel material and finish shall be 24-gauge painted Galvalume® aluminum-zinc alloy as per ASTM Specification A-792 with exterior colors of Butler-Cote® finish system, a full strength, 70% Kynar 500® or Hylar 5000® fluoropolymer (PVDF) coating. *Manufacturer shall warrant that coating shall not peel, crack, or chip for 25 years.* For a period of 25 years chalking shall not exceed ASTM D4214 #8 rating and will not fade more than 5 color difference units per ASTM D2244. Interior color shall be Light Gray polyester color coat not formulated for exterior weathering.

*The Shadowwall™ system is designed to require up to 33% fewer fasteners than most ribbed panels. In addition to lowering installation costs, this also results in reduced heat lost through the wall for enhanced thermal performance.*

### Fasteners

Panel-to-structural connections shall be made using Scrubolt™ fasteners with Torx® heads or self-drilling screws with Torx heads. Panel-to-panel connections shall be made with self-drilling screws with Torx heads. All exposed fasteners shall be pre-painted to match wall color.

### Lower Masonry Wall

Masonry abuse wall shall extend 3'-0" above finish floor.

## Wall Accessories

### Butler Pre-Hung Personnel Doors

Personnel doors shall be the Expi-Door 500 Series.

One (1) each – 3' x 7' with one 24" x 30" door lite with insulated glass.

Three (3) each – 3' x 7'

### Overhead Door Openings

Overhead door openings shall be provided as follows:

One (1) each 12' x 14'

One (1) each 10' x 14'

Overhead door openings shall be as per Butler standard details complete with structural secondaries for jambs and head, drip gutter trim for head, and trims for jambs as appropriate for the Butler metal wall panels.

### Butler Windows

Windows shall be provided as per Butler's standard product offering as follows:

Two (2) each 3' x 3' (insulated, Standard Colors, slider)

Windows shall be aluminum and shall meet the requirements of the Architectural Aluminum Manufacturers Association Specification 10185. Exposed surfaces shall be painted with silicone polyester enamel, mineral brown color per AAMA specification 603.8. Windows shall be complete with weather stripping, polyurethane thermal break, gray screens, and factory glazing.





## Insulation

### General

Roof and wall insulation shall be faced fiberglass blanket insulation furnished as follows:

Roof – R30

Wall – R19

**Note:** The R-values listed above are not continuous where compressed at the purlins and girts

### Insulation and Facing

Fiberglass shall be as outlined in the North American Insulation Manufacturing Association (NAIMA 202-96) specification, or equal. The fiberglass shall be faced with WMP-50 on one side. The composite of fiberglass and facing shall have surface burning characteristics not to exceed 25 flame spread and 50 smoke developed when tested in accordance with U.L. 723 test method or ASTM E84 test method.



## Sky-Web® Fall Protection & Insulation Support System

### General

Butler's exclusive Sky-Web® fall protection system shall be installed to provide additional job-site safety for the TLS6 roof system.

### Physical Properties

The Sky-Web® system basic mesh shall be a 1,000-denier polyester yarn interwoven on a nominal ½" square grid coated with a fire retardant and ultraviolet stabilized PVC based binder. The mesh shall have a tensile strength (pounds/yarn) of 15 pounds in each direction and a weight between 0.28 and 0.32 ounces per square foot.

### System Application

The roof structural system shall be in place prior to installation of the Sky-Web® system. The Sky-Web® system shall remain in place after the metal roofing is installed.



*Sky-Web® Fall Protection and Insulation Support System protects workers from falls from the leading edge of the roof while also protecting workers below from dropped tools. It increases worker productivity while improving safety. After construction it serves as a virtually invisible insulation support system.*

## **ANCILLARY SERVICES**

Architectural Services  
Structural Design and Engineering

## **INSTALLATION AND SITE PREPARATION**

### **Division 1 - GENERAL REQUIREMENTS**

General Conditions  
Project management  
Site supervision  
Site maintenance during construction  
Site Safety Program  
Temporary utilities: electricity and sanitary facilities as required  
Final clean up – all work to be “broom clean” unless noted otherwise  
Insurance – General Liability, Worker's Compensation and Automobile  
Performance and Payment Bonds

### **Division 2 – SITE CONSTRUCTION**

#### **Demolition**

Not Included

#### **Site Work**

Existing provided building slab elevation shall be established to provide for positive drainage  
Footing excavations and backfill, spoils to be disposed of on-site  
Temporary construction fencing 1500 LF

#### **Site Concrete & Paving**

Not Included

### **Division 3 - CONCRETE**

#### **Footings & Foundations**

Spread footings and continuous grade beam at building perimeter,  
Per foundation design by registered engineer and assumes a 2,000-soil bearing capacity  
4,000 PSI concrete, reinforced per engineer's design requirements  
Bottom of footings below normal frost depth for geographical area



### **Slab on Grade**

Floor slab preparation

Compacted aggregate, four inches (4") thick

Vapor barrier installed over aggregate at areas with floor finishes

Slab on grade – six inches (6") thick

4,000 PSI concrete reinforced per engineer's design requirements

One coat of curing compound / sealer at areas without floor finishes

## **Division 4 - MASONRY**

Not Included

## **Division 5 - METALS**

Four (4) each - Steel pipe bollards

Anchor bolts

## **Division 6 - WOOD & PLASTICS**

### **Rough Carpentry**

One (1) each - Plywood for panel board (4 X 8)

Fire Treated Wood blocking for wall accessories

## **Division 7 - THERMAL & MOISTURE PROTECTION**

See Butler Building materials for roof and wall insulation

Installation labor under Division 13

Rigid board insulation at perimeter grade beam foundation walls

Sound attenuation batts in interior office partitions at the following locations

Restroom walls

Office

Storage Room

## **Division 8 - DOORS & WINDOWS**

### **Overhead Doors**

Overhead Doors

Sectional doors Insulated factory painted white

One 1 each – 12 ft x 14 ft, standard lift with electric motor operator

One 1 each – 10 ft x 14 ft, standard lift with electric motor operator

### Personnel Doors

See Butler Building materials for exterior personnel doors

Interior doors as shown on the preliminary drawings as follows.

Four (4) each - 3070 x 1¾" steel insulated door with hollow metal frames

## Division 9 – INTERIOR FINISHES

### Interior Partitions

Furnish and install metal stud framing and 5/8" interior gypsum board systems for interior partitions as shown on the preliminary drawings as follows.

Furnish and install moisture-resistant gypsum board system in Restrooms.

### Ceilings

Shop Area shall be open to structure above (no ceiling)

Furnish and install hard ceiling system at Office, Restroom, and meter room

8 ft ceiling height

Provide moisture-resistant gypsum board ceiling in Restrooms.

### Floor Coverings

Shop Area and Storage Area will receive one coat of concrete sealer.

Install vinyl tile flooring materials in the following areas:

Office

Restrooms

Storage Closet

### Painting

The following items shall receive one (1) coat of primer and one (1) finish coat of paint:

Interior drywall partitions

Personnel doors

Pipe Bollards

## Division 10 - SPECIALTIES

Toilet Accessories

Fire Extinguishers

## Division 11 - EQUIPMENT

Not Included



## **Division 12 – FURNISHINGS**

Not Included

## **Division 13 – INSTALLATION OF BUTLER BUILDING & SPECIAL CONSTRUCTION**

Installation of Butler Building Materials, Summarized Above

## **Division 14 – CONVEYING SYSTEMS**

Not Included

## **Division 21 – FIRE SUPPRESSION**

Not Included

## **Division 22 – PLUMBING**

Underground Plumbing and connection to existing utilities to 5' outside of building

Underground 1" water service to within 5' from outside of building

One (1) -1" LF007M1-QT double check backflow preventer with pressure reducing valve

Finish Plumbing - insulated domestic water piping

One (1) Floor Drain with Trap seal

Bathrooms

One (1) Wall Mounted Water Closet with standard Sloan Flush Valve

One (1) ADA Wall Hung Lavatory with single Handle Faucet

Floor drain in the meter room

Above ground PVC waste & vent piping

## **Division 23 – HEATING, VENTILATING & AIR CONDITIONING**

Electric Heater located in:

Shop

Heater/Exhaust fan

Restroom

Tankless Water Heater

## **Division 26 – ELECTRICAL**

Electrical Service to Building

MC cabling as allowed by N.E.C.

Panel Board; 400A, 120/208 V

Furnish and install all fixtures as shown

Duplex outlets – as shown

Outlets at personnel and overhead doors to be GFCI rated

Exterior Wall Pac Lighting at each Overhead and Personnel Door

Operate with dusk / dawn photocell

#### Interior Lighting

One (1) 400 amp (320 Continuous) underground utility approved meter base with 3' PVC stub and an expansion fitting for future completion of run to utility source.

One (1) Square D Type NQ panel board with 400 amp (320 amp / 80% trip) rated main breaker, 42 circuit interior, solid neutral, ground bar, surface trim with door and all necessary branch breakers

One (1) 50-amp 208-volt 3PH circuit for hot water heater with service disconnect.

Three (3) 20-amp 120-volt receptacle circuits

Seven (7) GFI receptacle locations as per plan (3) duplex receptacle locations as per plan

One (1) 20-amp 120-volt interior lighting circuit

Ten (10) 96" Type A fixtures

Three (3) 48" Type B fixtures

Four (4) LED exit / emergency combination units

Four (4) LED exterior N3R remote emergency heads

Three (3) LED stand-alone emergency lights

One (1) bathroom exhaust fan with venting

Three (3) single pole switch locations

Two (2) three-way switch locations

One (1) 20-amp 120-volt exterior lighting circuit

Five (5) LED wall pack fixtures with built in photocells and adjustable wattage, lumen, and color settings

Two (2) 30-amp 208-volt 1PH circuits for wall hung unit heaters in shop

(2) 3kw unit heaters with wall mounting brackets.

(2) double wall thermostats to independently control unit heaters

One (1) 20-amp 208-volt 1PH circuit for baseboard heat

One (1) 48" electric baseboard heater with unit thermostat in office

One (1) 36" electric baseboard heater with unit thermostat in bathroom

One (1) 20-amp 120-volt circuit for (2) garage door openers

Two (2) feeds to garage door openers at motors with means of service disconnect

Two (2) wiring of garage door push button operators

Buss bar and ground rods will be provided at the panel



## **Division 27 – COMMUNICATIONS**

Not Included

## **Division 28 – ELECTRONIC SAFETY & SECURITY**

Not Included

## **Division 32 – EXTERIOR IMPROVEMENTS**

Not Included

## **Division 33 – UTILITIES**

Underground Connection to Existing Utilities shall be by the owner

NOTE: Existing utilities need to be confirmed adequate for new service requirements.

## **ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS**

### **Assumptions**

A Standard Butler Color shall be selected

Prevailing Wages

Proposed schedule shall be 251 days following all approval

One (1) year warranty

Connection to existing utilities, will be within 5 feet of building slab perimeter

Utilities to have adequate capacity for building needs

Progress Payment Invoicing, according to Schedule of Values, submitted with no more than one invoice per month

### **Clarifications**

#### **PRIORITY OF PROPOSAL**

This Proposal supersedes all other plans and specifications related to this Project. If there is a discrepancy between plans or specifications provided for this Project and this Proposal, the descriptions included in this Scope of Work, Attachment A to the Proposal, shall take precedence.

#### **CONTRACTUAL RELATIONSHIPS**

Sourcewell, as a cooperative purchasing entity, published a Request for Proposal to procure pre-engineered buildings with related materials, site preparation, installation, and ancillary services, and along with other firms, BlueScope Construction, Inc. submitted a Proposal to Sourcewell. Sourcewell evaluated the various proposals submitted, competitively selected BlueScope Construction, Inc.'s proposal, and entered into a cooperative contract with BlueScope Construction, Inc. Sourcewell cooperatively shares this contract with its members nationwide, including Owner herein.

In considering utilization of Sourcewell's competitively solicited cooperative purchasing contract, Owner requested BlueScope Construction, Inc. to submit a Proposal, including this Scope of Work, Attachment A,



under the Sourcewell cooperative purchasing program. Should Owner accept the Proposal, including this Scope of Work, Attachment A, and Owner and BlueScope Construction, Inc. are able to reach mutually agreeable contract terms, upon which this Proposal is contingent, BlueScope Construction, Inc. and Owner shall enter into an Agreement and General Conditions of Contract between Owner and Design/Builder for Construction Services-Construction Manager – Lump Sum (modeled after DBIA 525 and DBIA 535). This Proposal is based on a design/build solution.

In addition to entering into Agreement and General Conditions with Owner, BlueScope Construction, Inc. shall also enter into Prime Subcontractor Agreement with a Butler Builder, who will provide design and/or construction services under the Proposal. Communications on the Project, including weekly meetings, daily reports, and scheduling, will be conducted as follows: Owner-BlueScope Construction, Inc.-Prime Subcontractor or Prime Subcontractor-BlueScope Construction, Inc. - Owner.

#### **OWNER RESPONSIBILITIES SHOULD BLUESCOPE CONSTRUCTION, INC. NOT PROVIDE DESIGN-BUILDER SERVICES TO OWNER**

This Proposal is based on a design/build solution, but should Owner proceed with the Project and enter into an agreement with BlueScope Construction, Inc. as a builder only, and not as a Design-builder and/or Construction Manager, Owner understands and agrees that this Scope of Work, Attachment A to the Proposal, shall be shared with its design team/Designer of Record and with its construction management team, with those teams/entities entering into separate agreement(s) with Owner for design and construction management services (as enumerated in Attachment A to the Proposal, Scope of Work) for the Project. This Proposal and attached Scope of Work, Attachment A, shall supersede any third-party agreements the Owner may have for this Project, including the Owner's third-party agreements for design and construction management services.

#### **Exclusions**

- Building pad (ready for foundation and floor slab)
- Union Trades
- Site Civil Engineering
- Identification of and protection of existing utilities
- Explosion proof fittings and labor
- Site lighting associated conduits, wiring and labor
- Survey, Soil Borings, Soil Compaction and Concrete Testing
- No taxes - Tax Exempt Certificate shall be provided by the owner
- Special Site Conditions, which could not be anticipated at time of bid
- Winter conditions for site work and concrete placement
- Permits (including schedule allowance for permit approval process and filing fees)
- Fire Detection, Alarm and Suppression Systems
- Builder's Risk Insurance – Owner shall provide builder's risk insurance coverage

Temporary power and lighting

Low volt cabling of any kind for data, voice, CATV, security, card access, etc.

Costs increase pricing for the material and labor with this proposal to actual cost at time of purchase.

The Wicks Law per Mr. Stein's correspondence of 13 July 2022

All Materials and Labor not specified above

***Company Information for Order Entry Includes:***

BlueScope Construction, Inc.

Sourcewell Contract Number: 013019-BSC

Tax ID Number: 43-0949971



## ATTACHMENT A

# SCOPE OF WORK

## BUTLER BUILDING MATERIALS

### Division 13—Special Construction



### Building Structural System

#### General

The Building Structural System furnished by **Butler Manufacturing / BlueScope Construction** shall be as follows:

Unit No.	Width	Length	Eave Height	Structural Type	Roof Slope	Bays	Comments
Unit 1	35'-0"	50'-0"	20'-0"	LRF	1/2:12	15', 20', 15'	Double Slope

#### Structural Type Description—General

##### Pre-engineered Building Systems (PEB)

The design of the **Low Rigid Frame (LRF)** (a clear span structural system), shall consist of a rigid frame with tapered or straight exterior columns and tapered or straight roof beams. Roof beams will be solid web.

The endwall of the structural systems consist of rigid frames with end wall post. The endwalls have not been designed for future building expansion.

In the longitudinal direction of these structural systems, rod bracing, portal frames will be used to resist longitudinal loads.

This primary framework supports **roof structurals** and **wall structurals**, which, in turn, support the roof panels and wall panels, respectively. Roof structurals will consist of cold form Z's or C's appropriately designed to meet design criteria. The wall structurals consist of cold form Z's or C's designed to resist horizontal loads from the walls.

Unless specified otherwise, BlueScope Construction will determine the structural system and the type and configuration of components that make up the structural system that satisfy the requirements necessary to meet codes, loads, building layout and clearances.



## Design Criteria

Building Code	<i>International Building Code</i>
Edition (Year)	<i>2018</i>
Use Category	<i>Standard Occupancy Structure</i>
<b>Roof Loads/Other Building Shell Loads</b>	
Live Load	<i>20 psf (non-reducible)</i>
Structural Dead Load	<i>Actual Structure Weight</i>
Ground Snow Load	<i>30 psf</i>
Collateral Load-basic	<i>3 psf</i>
Wind Speed	<i>115 mph Exposure C</i>
Wind Enclosure	<i>Partially Open</i>
Seismic Acceleration	<i>S<sub>s</sub> =28.9% S<sub>1</sub> =6.1%</i>
Seismic Design Category	<i>B</i>
Factory Mutual (FM) requirement	<i>none</i>
<b>Deflection/Sidesway Criteria</b>	
Deflection-roof beams	<i>L/180 (Live load)</i>
Sidesway frames	<i>H/60 (10-year wind)</i>
Deflection-roof structurals	<i>L/150 (Live load), L/180 (Snow Load)</i>
Deflection-wall structurals	<i>L/90 (10-year wind)</i>

## Structural Steel Design

All structural mill sections or welded-up plate sections shall be designed in accordance with the *15th Edition of the AISC Specifications for the Structural Steel Buildings*. Cold-formed steel structural members shall be designed in accordance with *AISI Specification for the Design of Cold-Formed Steel Structural Members*. Steel bar joists shall comply with specifications of the Steel Joist Institute.

## Welding

Welding procedures shall be in accordance with the American Welding Society Structural Welding Code.

## Structural Painting

All Butler structural steel components shall be factory cleaned to remove all loose mill scale and other foreign material generally conforming to SSPC-SP 2 (Hand Tool Cleaning). The parts are shop coated with a single coat of gray corrosion inhibiting primer keeping with Steel Structures Painting Council (SSPC) Paint Specification 15. This primer is considered a temporary and provisional coating. This single coat primer is not an intermediate or finish coat.

Cold formed Z's and C's will be G-30 galvanized and clear acrylic coated.



01 August 2022

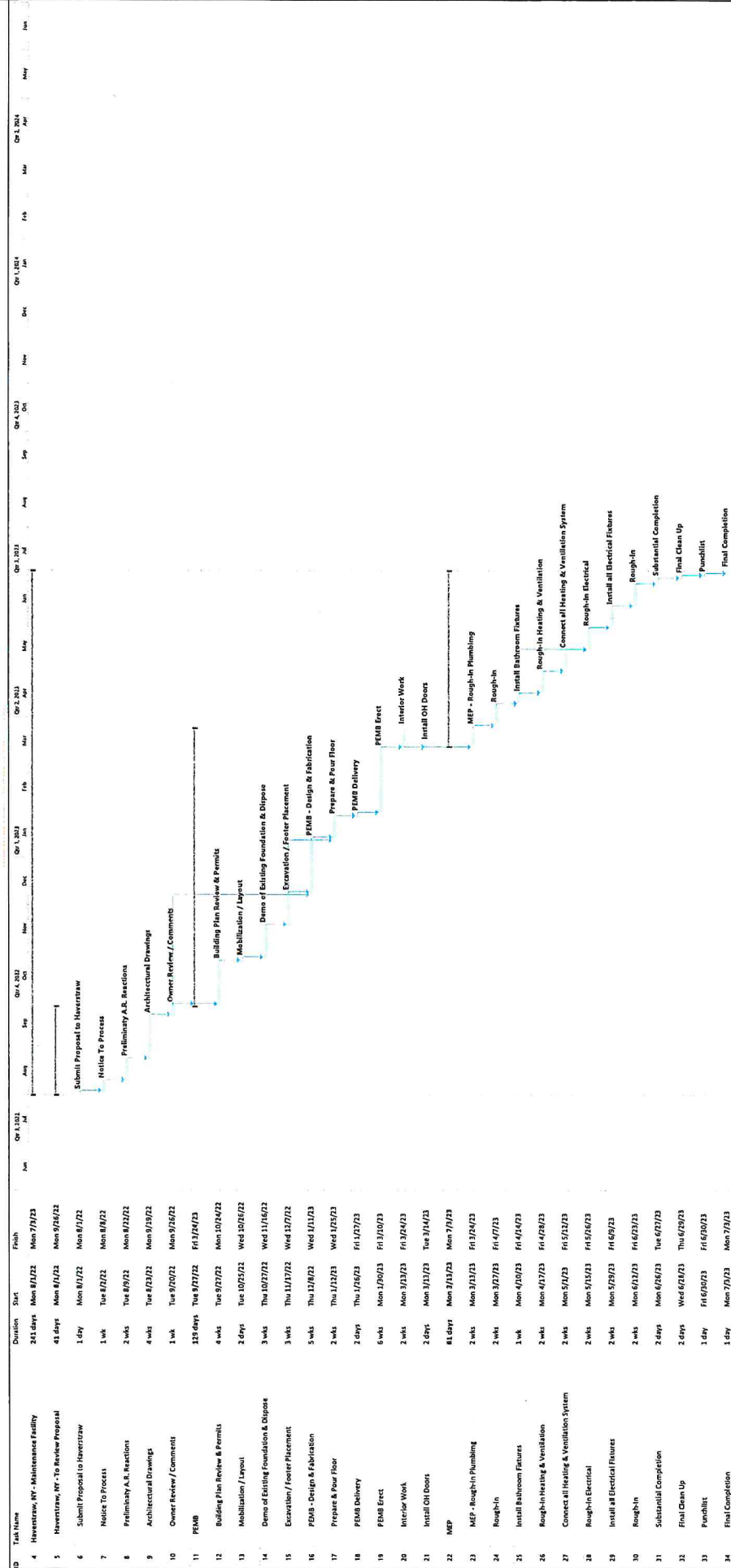
## ATTACHMENT B

# SCHEDULE OF VALUES

Schedule of Values per Division as defined in Scope.

DIVISION	DESCRIPTION	AMOUNT
	Butler Building Materials	\$106,080
	Design Services	\$38,084
Division 1	General Requirments	\$107,438
	Performance & Payment Bond	\$5,467
Division 2	Site	N/A
Division 3	Concrete	\$341,270
Division 4	Masonry	N/A
Division 5	Metals	\$2,265
Division 6	Wood & Plastics	\$2,523
Division 7	Thermal & Moisture Protection	\$807
Division 8	Openings - Doors & Windows	\$26,139
Division 9	Interior Finishes	\$60,808
Division 10	Specialties	\$273
Division 11	Equipment	N/A
Division 12	Furnishings	N/A
Division 13	Butler Bldg Installation & Special Const	\$188,406
Division 14	Conveying Systems	N/A
Division 21	Fire Suppression	\$0
Division 22	Plumbing	\$55,844
Division 23	HVAC	\$0
Division 26	Electrical	\$81,011
Division 28	Electronic Safety and Security	\$0
Division 31	Earthwork	\$0
Division 32	Exterior Improvements	\$0
Division 33	Utilities	\$0
TOTAL =		\$1,016,415

This quote is valid for 30 days.

[illegible]

HAVERSTRAW RECREATION COMPLEX TOWN OF HAVERSTRAW-ROCKLAND COUNTY, NY









Reddi Alarm & Time Systems, Inc.  
370 Western Highway  
Tappan, NY 10983

# Proposal

Date of Proposal: 07/19/22

Proposal Number:

Customer Number: 44-414

Premise Phone:

The terms of this proposal are valid  
for 30 days from the date shown above.

Town of Haverstraw  
Rosman Road  
Garnerville, NY

## Reddi Alarm & Time Systems, Inc.

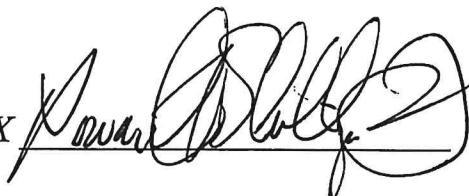
NYS Dept. of State Lic # 12000018195

Hereby Submits Specification and Estimate for:

44-414 Town of Haverstraw @ Rosman Road

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
	Fire Alarm Proposal for Sport Park Concession Stand:	
1	Control Panel and Annunciator	
1	Pull Station with cover	
4	Heat Detectors	
1	Smoke detector	
1	10 Year Battery CO Detector	
1	Ansul Connect	
3	Horn/Strobes	
1	Outside Horn/Strobe	
	Material installed:	2400.00

Sign if accepted X



Fax Back to 845-359-0448 or E-mail to:  
ralarm@optimum.net

Complete in accordance with above specifications for: **\$2,400.00**

If you have any questions regarding this proposal please call us at (845)359-3227

### Retail Lease

Lease dated July ,2022 between the Town of Haverstraw, a municipal corporation ("Landlord" and/or "Town' ) , and Lynch's 3,LLC. ("Tenant") for the restaurant space currently occupied by the Sonoma Grill located at the Philip J. Rotella Golf Course located in Thiells, New York, the "Demised Premises".

#### 1. DEMISED PREMISES:

The TENANT has performed a preliminary inspection of the Demised Premises and accepts them in their present condition (except as otherwise expressly provided herein). A further inspection will be performed after the current tenant vacates the Demised Premises after January 1,2023 to confirm they are in the same condition, subject to reasonable wear and tear., The TENANT shall keep the Demised Premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in good repair and good appearance. The TENANT shall quit and surrender the premises at the end of the term of this lease in as good condition as the reasonable use thereof will permit subject to reasonable wear and tear..

The TOWN and TENANT shall have the following duties, responsibilities and obligations with respect to the letting of the Demised Premises: As a Restaurant and Catering Facility.

#### A. THE KITCHEN:

The TOWN agrees that all equipment, which is not considered a fixture, belongs to the TENANT.

It is understood and agreed between the parties that the intentional depositing of large amounts of water on the kitchen floor could have the result of damaging the base floor. Therefore, based upon past experience and upon agreement of the parties, it is understood that the TENANT shall take all necessary and proper steps to ensure that the base floor is not so damaged in a similar fashion. In the event

such damage occurs, the TENANT shall be liable for the replacement of said base floor.

B. THE DINING ROOM:

The TENANT is responsible for decorating, maintaining and cleaning the Dining Room including the doors leading into the Dining Room from the main clubhouse Hallway/corridor.

C. THE BAR:

The TENANT is responsible for decorating, maintaining and cleaning the bar area.

The bar shall close at 1:00 A.M except at 2:00 A.M when there are private parties and St. Patrick's Day and 3:00A.M. on New Year's Eve..

D. THE OFFICE AT THE SOUTHEAST CORNER  
OF THE CLUBHOUSE:

The TENANT agrees that the office shall be utilized as the main office at the clubhouse. The TOWN permits the TENANT to also utilize this space for storage of supplies as part of this tenancy agreement.

E. THE TWO (2) OFFICES ON THE SOUTHERN  
SIDE OF THE CLUBHOUSE:

The TOWN permits the TENANT to utilize these offices either as office or storage space.

F. THE BATHROOMS:

The TENANT agrees to clean the bathrooms on an as needed basis, but at least daily.

The TENANT shall purchase the following bathroom supplies: toilet paper, paper towels and hand soap. The TENANT shall submit a monthly bill to the TOWN for said supplies. The TOWN shall reimburse the TENANT 50% for the cost of such supplies as set forth on the bill during those months in which the golf course is open or any pro rata daily portion thereof.



The TENANT shall be responsible to pay for any maintenance of the internal clubhouse plumbing system,\* sewer lines, drain pipes, toilet clogs and/or backups. The TENANT shall arrange for any necessary maintenance to be performed immediately upon becoming aware that such maintenance are necessary.

The TOWN is responsible for repair and maintenance to the sprinkler system and fire alarm system in the Premises.

The TOWN shall bear the cost of any plumbing or sewer line maintenance and/or repairs, which are necessary on lines beyond the exterior wall of the clubhouse.

The bathrooms shall be inspected on a daily basis at the time the Pro Shop is closing to determine whether any damage has occurred to the bathrooms. In the event damage has occurred during the operating hours of the Pro Shop, then the TOWN shall be responsible to bear the cost of making the necessary repairs to the bathroom. In the event the damage occurs after the operating hours of the Pro Shop, then the TENANT shall bear the cost of making the necessary repairs.

The above-mentioned repairs shall include damage to the stalls, fixtures, walls, ceiling, floor, towel dispenser, mirrors, closet and closet door, garbage can, entrance door, entrance hallway, locker room door, but shall not include the plumbing system, sewer lines, drain pipes and toilet clogs and/or backups which shall remain the responsibility of the TENANT, unless such are part of the actual damage done during the operation of said pro shop.

#### G. INTERNAL HALLWAYS/CORRIDORS:

The TOWN agrees that the repair and/or replacement of the hallway/corridor carpeting is the responsibility of the TOWN and its own cost. The TOWN maintains sole discretion as to the timing, nature, type and extent of the carpeting repair and/or replacement.

The hallway/corridor shall be jointly maintained and/or cleaned by the TENANT and the Pro Shop at their joint expense, except that the Pro Shop is responsible for such maintenance and/or cleaning only during such times of the year as it is open for business. The term "open for business" refers to being opened for the season and does not refer to daily hours of operation.

The TENANT understands and agrees that any type of vending machine

is prohibited from being located in the clubhouse hallway/corridor without the express written consent of the Town Board.

The TENANT understands and agrees that the internal hallways/corridors shall not be utilized by the TENANT for the service of food.

H. THE WALKWAYS ON THE NORTH AND SOUTH SIDE OF THE CLUBHOUSE:

The TENANT agrees that it has the obligation and responsibility to keep clean and free of debris the walkways leading to the north and south terrace of the clubhouse.

I. THE LOWER AND UPPER PARKING LOTS:

The patrons of the TENANT are entitled to utilize the lower and upper parking lots for the parking of their vehicles while at the TENANT facility.

The TENANT agrees to remove any TENANT debris, including beer bottles, from the lower and upper parking lots on a daily basis.

The TENANT agrees to pay the utility costs associated with the parking lot lights which are included in the utility bill as provided in Paragraph 6 herein set forth.

The TENANT has the option of either utilizing the separate storage room presently located in the basement or partitioning off a portion of the garage (not to exceed 25% of the total gross floor area) at its own cost and expense, but after a diagram of the proposed construction is submitted to the Town Board and has received its approval.

2. TERM:

The term of this lease agreement shall be as follows:

Commencing: January 1, 2023

Terminating: February 28, 2033

Period: Ten (10) years

Nothing contained herein shall be deemed or construed so as to create an automatic renewal of this lease.

It is further understood that the Town Board's approval of this lease is subject to permissive referendum pursuant to Town Law Sec 64-2.

3. RENT:

The following schedule of rents shall be applicable to this lease agreement:

<u>YEAR</u>	<u>RENTAL INCOME</u>
January 1, 2023 to February 28, 2023	No rent
March 1, 2023 thru February 28, 2024	\$10,000.00 per month

Then each year commencing March 1, 2024 the annual rent shall increase by 3.5% of the prior year's rent. For instance in March 1, 2024 the monthly rent shall be \$10,350.00. In March 1, 2025 the monthly rent shall be \$10,712.25.

Said rental payments are to be made in advance on the first day of each calendar month for the term hereof as set forth hereinabove at the office of the TOWN: One Rosman Road, Garnerville, New York 10923, or as may be otherwise directed by the TOWN, in writing. If the payment is not received by the 10th day of the month, there shall be a 2% late charge.

4. PURPOSE:

The TENANT covenants and agrees to use the Demised Premises as a restaurant, catering facility and bar to be operated in accordance with the applicable laws, rules and regulations of the State of New York, the New York State Liquor Authority, the County of Rockland (the Rockland County Department of Health) and the Town of Haverstraw.

The TENANT agrees not to use or permit the Demised Premises to be used for any other purpose without the prior written consent of the TOWN.

5. PEACEFUL POSSESSION:

The TOWN covenants that the TENANT, on paying the said rental and performing the covenants, obligations and conditions in this lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term set forth hereinabove.

6. UTILITIES:

The parties agree that the utility bills for Account No. 44150-49020, which encompasses electric meter 601015156 and gas meter 169008331 will be sent to the Town of Haverstraw. The TOWN shall pay these bills and the TENANT shall be responsible to reimburse the TOWN for 50%(Fifty) of the payment to the utility company.

The TOWN shall provide the TENANT each month with a bill for the utility services. If the TENANT does not reimburse the TOWN within fifteen (15) days of being presented with the bill, the TENANT will pay five percent (5%) late charge to the TOWN on the unpaid amount of the bill. Failure to pay the utility charge shall be the same as a failure to pay the rent reserved under this lease.

The TENANT shall be responsible to pay for their own water bill under Acct #2000024661000 meter # 55349053.

7. HOURS OF OPERATION:

The TENANT and TOWN agree that the hours of operation of the TENANT shall be:

A. Golf Season:

- i) March 1<sup>st</sup> to December 15<sup>th</sup>
- ii) Seven (7) days a week
- iii) Dawn(within 1/2 hour before or after) until 10:00 P.M., at TENANT'S discretion

B. Non Golf Season:

- i) December 16<sup>th</sup> to February 28/29<sup>th</sup> or at TENANT'S discretion
- ii) Seven (7) days a week or at TENANT'S discretion



iii) 8:00 AM until 1:00 AM at the discretion of the TENANT

8. HVAC SYSTEM:

The TOWN has agreed to enter into maintenance agreement for the HVAC system at its own cost and will pay for cost of replacement, if necessary.

9. DUMPSTER:

The TENANT agrees to place its garbage/trash in the dumpster provided outside the garage entrance of the clubhouse. The TENANT shall keep the lid closed on the dumpster.

The TENANT shall crush all cardboard boxes prior to placing the boxes into the dumpster.

The TENANT shall bear the cost of its own refuse removal. Said cost to be paid directly to the company providing the service.

The TENANT agrees to keep the area around the dumpster free from debris and in a neat and clean condition.

10. GREASE TRAP:

The TOWN and TENANT understand and agree that there exists a grease trap, which is located in the kitchen and by means of a pipe, empties into a freestanding container located in the basement of the clubhouse. The purpose of the grease trap is to permit waste grease from the kitchen and bar to be collected in a single container prior to removal.

The TENANT agrees that it bears the sole responsibility to maintain in proper working condition the grease trap, associated piping and the collection container. TENANT agrees to clean the trap itself at least 2 times a month and have it professionally cleaned every 6 months

The TENANT further agrees to repair the grease trap system or any part thereof as required for the proper operation of said grease trap at its own cost and expense.

The TENANT agrees to appropriately dispose of the waste grease in accordance with New York State and Rockland County laws, rules and regulations. The grease shall not be disposed of by placing same in the



dumpsters placed outside the clubhouse garage door and which are to be utilized solely for the deposit of garbage, refuse and other types of solid waste.

In the event the grease trap disposal container overflows onto the clubhouse basement floor, then in such event, the TENANT shall bear the cost, expense and responsibility for any cleanup. The TENANT shall be responsible for any damage caused either to the TOWN's property or to the property of other tenants as a result of said overflow.

11. EXHAUST FAN, EXHAUST DUCTS,  
COOKING OR EXHAUST HOODS:

The TOWN and TENANT understand and agree that the TENANT shall have the responsibility and bear the cost of maintaining, repairing, replacing and cleaning all exhaust fans, exhaust ducts, cooking or exhaust hoods.

The TENANT agrees to clean these items at least once a month and more often, if necessary and have them professionally cleaned every 6 months.

The TENANT agrees to clean or repair any damage caused to the exterior wall of the clubhouse as a result of the dripping of grease or other substances from the exhaust fan onto the exterior wall of the clubhouse.

In this section damage shall include, but not limited to: scarring or marking with grease stains on the exterior wood wall of the clubhouse; buckling or curvature of the exterior wood wall as a result of grease absorption; the decaying of the exterior wall as a result of either grease absorption of the grease being permitted to accumulate on the wood wall and/or any damage caused by either smoke or other noxious material or substances coming into contact with the exterior clubhouse wall.

12. FLOWERS:

The TOWN and TENANT agree that the planting of flowers around the exterior of the clubhouse enhances the attractiveness of the Demised Premises.

Towards that end the TENANT agrees to contribute the sum of Two Hundred Fifty(\$250.00) Dollars per year to the TOWN by the first of each

May to be applied toward the purchase of flowers.

The TOWN shall select the type of flowers to be planted around the exterior of the clubhouse.

13. DRIVING RANGE SODA MACHINE:

The TOWN and TENANT agree that the Pro Shop shall own, operate, maintain and collect the monies originating from the soda machine located at the Driving Range. TENANT shall have no duty to clean this area

14. CLUBHOUSE BASEMENT ICE MACHINE:

The TOWN and TENANT agree that the TOWN shall own, operate, and maintain the ice machine and collect any monies originating from the ice machine located in the basement of the clubhouse.

The TOWN shall give its final approval of the roadway sign upgrade in writing.

No other sign, advertisement or notice shall be affixed to or placed upon any part of the Demised Premises by the TENANT, except in such manner, and of such size, design and color as shall be approved in advance in writing by the TOWN.

15. PEST CONTROL APPLICATION:

The TOWN and the TENANT understand and agree that the TENANT facility will require the service of a Pest Control Company.

Therefore, the TENANT hereby agrees to have the Demised Premises serviced by a Pest Control Company, licensed to do business in the State of New York and the County of Rockland, at least once a month at its own cost and expense.

16. VENDING MACHINE; AMUSEMENT, NOVELTY, PINBALL, SEGA/GENESIS OR COMPUTER GENERATED MACHINES/ GAMES; LOTTERY GAMES:

Under the terms of this lease agreement all vending machines must be located outside the clubhouse building. The TOWN must approve the

type of VENDING MACHINE to be located at the municipal golf course and its location. Said approval shall not be unreasonably withheld.

Under the terms of this lease agreement all amusement, novelty, pinball, Sega/Genesis; or computer generated machines or games are prohibited from installation and operation by the TENANT at any place on/in the Demised Premises. Lottery and ATM machines are permitted.

17. LIVE PERFORMANCE/EVENTS:

The TOWN and the TENANT understand and agree that there may be times during the year in which the TENANT would desire to have a live performer(s) appear at the TENANT including weddings.

The TOWN reminds the TENANT that the primary purpose of the Demised Premises is not to be utilized as a cabaret, dance hall or music hall.

The TOWN and the TENANT understand and agree that the procedure for such performances shall be as follows:

- A. The TENANT must request the TOWN'S permission to schedule the desired performance. The TOWN'S consent shall not be unreasonably withheld for weddings.
- B. The TENANT must make this request at least one (1) month in advance of the anticipated performance date.
- C. The TENANT'S request shall be made in writing and directed to the Supervisor of the Town of Haverstraw.
- D. The TOWN shall respond to the TENANT'S request in writing.
- E. The TOWN shall not unreasonably withhold its approval.

18. SNOW AND ICE REMOVAL:

The TOWN agrees that it shall use due diligence in the removal of snow and/or ice from the roadways and the parking lots at the municipal golf course at its own cost and expense.



The TOWN shall not be responsible for any interruption of business caused by either its inability or failure to remove said accumulated snow and ice.

19. FOOD/BEVERAGE SALES ON GOLF COURSE:

The TOWN and TENANT understand and agree that the golfing public is better serviced by permitting the TENANT to actively sell food and beverages on the Golf Course.

Therefore, the TENANT may sell food and beverages on the golf course to the golfing public provided that the TENANT submit to the TOWN a plan of its operation for such sales. Said plan must be approved by the TOWN in writing prior to commencement of operation.

20. EXCLUSIVE OPERATION:

The TOWN agrees that the TENANT shall be the sole seller/distributor of food and beverages at the municipal golf course.

The TOWN and TENANT agree that the sale or organized distribution of food by a third party is strictly prohibited by the TOWN.

21. USE OF TOWN'S GAS PUMPS:

The TOWN and TENANT agree that the TENANT is permitted to use the TOWN gas pump to fill its food service cart on an as needed basis. The TENANT shall reimburse the TOWN for the use of its gasoline.

22. INSURANCE:

The TENANT shall provide to the TOWN a Certificate of Insurance which conforms to the following requirements:

- a) Approved by the Town Attorney as to form and sufficiency;

- b) In the box with the title of Description of Operations "The Landlord as Additional Insured for General Liability (see other side.)"
- c) In the box with the title Coverage 30 to 60 days, the cancellation notice should provide the landlord with anywhere between 30 to 60 day's notice. 10 days is not acceptable.
- d) The Certificate of Insurance, which is submitted to the landlord must cover at least a one (1) year period.
- e) Specific Coverage:

<u>TYPE</u>	<u>AMOUNT</u>
i) General Liability	\$1,000,000/\$2,000,000 Aggregate
ii) Workers' Compensation	Submit State Certificate
iii) Automobile Liability	\$1,000,000/\$2,000,000 Aggregate \$50,000 Property Damage on each and every vehicle used.
iv) "Dram Shop" Liability	\$3,000,000 per Occurrence and Aggregate

Certifications of Insurance shall be provided to the TOWN within ten (10) days after occupation of the Demised Premises. In subsequent years the TENANT shall provide Certificates of Insurance at least fifteen (15) days prior to the expiration of any insurance policy required pursuant to the terms of this lease. In the event the TENANT fails to provide such insurance the TOWN reserves the option to secure such insurance and bill the premiums to the TENANT as an additional fee hereunder payable upon demand or call the TENANT in default of the terms of this lease and commence a Summary Proceeding for eviction.

### 23. DEFAULT IN PAYMENT OF RENT:

The TENANT shall, without any previous demand therefore, pay to the TOWN, or its agent, the said rent at the times and in the manner above



provided. In the event of the non- payment of said rent, or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default after the TOWN provides to the TENANT a written Notice of Default which contains a fifteen (15) day period to cure, or if the TENANT shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the TOWN or its agents shall have the right to and may enter the said premises as the agent of the TENANT, either by force or otherwise, without being liable for any prosecution or damages therefore, and may relet the premises as the agent of the TENANT, and receive the rent therefore, upon such terms as shall be satisfactory to the TOWN, and all rights of the TENANT to repossess the premises under this lease shall be forfeited. Such re-entry by the TOWN shall not operate to release the TENANT from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the TOWN shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The TENANT shall be liable to the TOWN for the cost of such repairs or alterations, and all expenses of such re-letting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the TOWN, at its option, may require the TENANT to pay such deficiency month by month, or may hold the TENANT in advance for the entire deficiency during the term of the reletting. The TENANT shall not be entitled to any surplus accruing as a result of the reletting. The TOWN is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the TOWN in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The TOWN shall have the right, as agent of the TENANT, to take possession of any furniture, fixtures, or other personal property of the TENANT found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the TENANT hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress of judgment. The TENANT agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the TOWN in enforcing any of the obligations under this lease.

#### 24. SUBLETTING AND/OR ASSIGNMENT:

Anything to the contrary herein notwithstanding, the TENANT herein may assign this lease, for the same business, subject to the TOWN'S written consent, which shall not be unreasonably withheld, provided the following have been fully, promptly and faithfully complied with, which are hereby declared to be conditions precedent to the TENANT'S right to assign this lease;

- (a) That the TENANT shall not be in default in any of the terms, covenants and conditions or provisions of this lease at the time of such assignment.
- (b) That the TENANT shall in be actual possession of the demised premises at the time of such assignment;
- (c) That the assignee in each instance shall assume and agree to be bound by and to perform all of the terms, conditions and covenants on the part of the TENANT to be kept and performed with the same force and effect as if the said assignee were named as an additional tenant in this lease.
- (d) TENANT shall have the right to assign this Lease to a corporation, partnership, joint venture or sole proprietorship provided the following conditions are complied with;
  - (1) The assignment must be, respectfully, of all of TENANT'S leasehold interest and of the entire premises and shall also transfer to the assignee all of the TENANT'S rights in, and interest under, this Lease.
  - (2) At the time of such assignment, this Lease must be in full force and effect without any breach or default thereunder on the part of the TENANT.
  - (3) The assignee shall assume, by written recordable instrument, in form and content reasonably satisfactory to Landlord, the due performance of all of TENANT'S obligations under the Lease, including any accrued obligations at the time of the assignment.
  - (4) A copy of the assignment and the original assumption agreement (both in form and content satisfactory to the



Landlord) fully executed and acknowledged by the assignee together with a certified copy of a properly executed corporate resolution authorizing such assumption agreement, shall be mailed to the Landlord within ten (10) days from the effective date of such assignment.

- (5) Such assignment shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease and, notwithstanding any assumption by the assignee, the TENANT (and any guarantor and assignee(s)) shall continue to be and remain liable, except as set forth in paragraph (h) (5) above.
- (6) The proposed tenant shall be engaged in the same line or lines of business as the TENANT.
- (7) The Landlord's exercise of the rights granted hereunder to approve or disapprove of the proposed TENANT shall be based solely upon the proposed TENANT'S financial integrity and stability and the TENANT'S ability to perform its or his obligations under the Lease for the entire term of the Lease, including any renewal terms.

25. MECHANIC'S LIEN:

In the event that any mechanic's lien is filed against the premises as a result of alterations additions or improvements made by the TENANT, the TOWN, at its option, after thirty days' notice to the TENANT, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the TENANT shall forthwith reimburse the TOWN the total expense incurred by the TENANT in discharging the said lien as additional rent hereunder.

26. GLASS:

The TENANT agrees to replace at the TENANT'S expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors if any, shall be insured by the TENANT at their full insurable value in a company satisfactory to the TOWN. Said policy shall be of the full premium type and shall be deposited with the TOWN or its agent.

27. RIGHT TO INSPECT:

A. The TOWN, or its agents, upon reasonable notice to the TENANT shall have the right to enter the Demised Premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the TOWN to make any such repairs, additions or alterations).

B. In the Ninth(9th) year of the Lease term the Town shall be allowed access to the Demised Premises to show them to prospective tenants at reasonable times on notice to tenant.

28. DAMAGE TO DEMISED PREMISES:

In the event of the destruction of the Demised Premises or the building containing the aid premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demises premises be so badly injured that the same cannot be repaired within 12 months from the happening of such injury, then and in such case the term hereby created shall, at the option of the TOWN, cease and become null and void from the date of such damage or destruction, and the TENANT shall immediately surrender said premises and the TENANT'S interest therein to the TOWN, and shall pay rent only to the time of such surrender, in which event the TOWN may enter and repossess the premises, thus discharged from this lease and may remove all parties there from. Should the Demised Premises be rendered untenable and unfit for occupancy, but yet repairable within 12 months from the happening of said injury, the TOWN shall enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the TOWN agrees to repair the same with reasonable promptness and in that case the rent accrued



and accruing shall not cease or determine. The TENANT shall immediately notify the TOWN in case of fire or other damage to the premises.

29. OBSERVATIONS OF LAW, ORDINANCES, RULES  
AND REGULATIONS:

The TENANT agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the TENANT in the Demised Premises. including all rules and regulations of the New York State Liquor Authority. The TENANT agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants or conflict with the regulations of the Fire Department or with nay insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the TENANT'S occupancy of the premises, or from any act or omission on the part of the TENANT, the TENANT agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

The TENANT agrees to bear the expense of obtaining all necessary permits and approvals.

30. VIOLATION OF LEASE TERMS:

In case of violation by the TENANT of any covenants, agreements and conditions of this lease, or the rules and regulations now or hereafter to be reasonably established by the TOWN, and upon failure to discontinue such violation within ten (10) days after written notice thereof given to the TENANT, this lease shall thenceforth , at the option of the TOWN, become null and void, and the TOWN may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the TENANT shall be liable for all loss or damage from such violation as aforesaid. No waiver by the TOWN of any violation of breach of condition by the TENANT shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the TENANT before the TOWN shall exercise its

option under this paragraph operate to defeat the right of the TOWN to declare this lease null and void and to re-enter upon the Demised Premises after the said breach or violation.

31. NOTICES:

All notices and demands, legal or otherwise, incidental to this lease, or the occupancy of the Demised Premises, shall be in writing. In the TOWN or its agent desires to give or serve upon the TENANT any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the TENANT at the Demised Premises or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the TENANT to the TOWN shall be sent by registered mail or delivered to the TOWN at the place hereinbefore designated for the payment of rent, or to such party or place as the TOWN may from time to time designate in writing.

32. BANKRUPTCY AND INVOLVENCY:

It is further agreed that if at any time during the term of this lease the TENANT shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the TENANT, then the TOWN may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of said TENANT or of the TENANT'S estate, but such termination shall not release or discharge any payment of rent payable under and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the TENANT or the TENANT'S legal representatives.

33. HOLD OVER:

In the event that the TENANT shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the TOWN, such holding over shall not constitute a renewal or extension of this lease. The TOWN may, at its option, elect to treat the TENANT as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the TENANT provided by law in that situation, or the TOWN may elect, at its option,



to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the TENANT shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

34. SECURITY:

The TENANT upon signing the Lease shall pay 2 months security, to wit: \$20,000.00 and agrees to pay increased security so that the TOWN shall always have 2 full months security as the monthly rent increases .

35. DELIVERY OF LEASE:

No rights are to be conferred upon the TENANT until this lease has been signed by the TOWN, and an executed copy of the lease has been delivered to the TENANT.

36. LEASE PROVISIONS NOT EXCLUSIVE:

The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the TOWN would otherwise have by law.

37. LEASE BINDING ON HEIRS, SUCCESSORS, ETC.:

All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assignees of the parties hereto. However, in the event of the death of the TENANT, if an individual, the TOWN may, at its options, terminate this lease by notifying the executor or administrator of the TENANT at the Demised Premises.

38. TENANT'S OBLIGATIONS:

This lease and the obligation of TENANT to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the TENANT to be performed shall in nowise be affected, impaired or excused because TOWN is unable to supply or is delayed in supplying any service expressly or impliedly or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to



supply or is delayed in supplying any equipment or fixtures if TOWN is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order of regulation by any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which may have been or are affected by the war.

39. CONFLICTS OF LAW:

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

40. MERGER CLAUSE:

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

41. ORAL MODIFICATION:

This instrument may not be amended orally.

42. GUARANTY:

Kevin Lynch, the principal of the TENANT hereby agrees to sign the "Good Guy Guaranty" in the form annexed hereto as Exhibit A, limiting the guaranty to 6(Six) months.

Notary Public State of New York



STATE OF NEW YORK      )  
                               )  
COUNTY OF ROCKLAND )

On       day of                          ,                          before me personally  
came to me known, who being by me duly sworn, did depose and say that he  
resides at

New York; that he is \_\_\_\_\_ of the corporation described in, and which executed the foregoing agreement; that he knows the seal of the said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed thereto pursuant to order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public State of New York

## **EXHIBIT A – GOOD GUY GUARANTY**

Landlord    Town of Haverstraw

Tenant      Lynch's 3,LLC., its successors and assigns

Lease:       Lease, dated July \_\_\_\_\_, 2022, between the Town of Haverstraw, as Landlord, and Lynch's 3,LLC. as Tenant, for certain restaurant space currently occupied by the Sonoma Grill located at the Philip J. Rotella Golf Course located in Thiells, New York, (as such lease may be amended and/or extended from time to time)

Premises:   The restaurant space currently occupied by the Sonoma Grill located at the Philip J. Rotella Golf Course located in Thiells, New York

Guarantor   KEVIN LYNCH

To induce Landlord to lease the Premises to Tenant pursuant to the Lease and intending to be legally bound, Guarantor has executed and delivered this Guaranty to Landlord. Each person signing this Guaranty represents that he is a principal of Tenant.

Guarantor hereby unconditionally and absolutely guarantees to Landlord all of the following obligations:

1.     The full, prompt, and complete payment of all rent and additional rent due under the Lease, without reference to any acceleration of rent, through and including the Vacate Date (hereinafter defined); and,
2.     The full, prompt, and complete payment of all monetary obligations of Tenant to Landlord, after the termination or expiration of the Lease term, by reason of Tenant's continued occupancy of the Premises (or the continued occupancy of the Premises by anyone holding under or through Tenant), including but not limited to "use and

occupancy” and any payments due in connection with any month-to-month tenancy, if any, that may arise, through and including the Vacate Date; and,

3. That if any mechanic's lien is filed against the Real Property for work claimed to have been done for or materials furnished to Tenant, its principals, agents or subtenants, the same shall be discharged within the time required under the Lease by filing the bond required by law or otherwise.

Guarantor further agrees to save Landlord harmless and to indemnify Landlord against any liabilities, costs, and expenses, including reasonable attorneys' fees, disbursements and court costs, incurred by Landlord (i) if Tenant fails to discharge any mechanic's liens within the time period required by the Lease, including any sums spent by Landlord to cause the removal of such lien(s) or to otherwise exercise its rights under the Lease; (ii) in connection with any violation filed or issued against the real property in which the Premises are located, arising from Tenant's failure to comply with applicable laws; (iii) in connection with Tenant's failure to vacate the Premises on the Vacate Date after notifying Landlord of Tenant's intention to vacate the Premises on the Vacate Date; and (iv) to enforce Guarantor's obligations under this Guaranty, including a legal proceeding against Guarantor. All amounts due under this paragraph shall be paid within ten (10) days after Guarantor is billed therefore.

The “Vacate Date” is the date that Tenant, after giving Landlord at least six (6) months notice of its intention to vacate the Premises, surrenders the Premises to Landlord broom clean and vacant, and free of all occupants, and delivers to Landlord a key to the Premises.

Landlord is not obligated to give Guarantor notice of any default by Tenant under the Lease or any termination notice, and Guarantor hereby waives such notices. Guarantor waives all other notices required or permitted to be given under the Lease or otherwise. Guarantor also waives acceptance and notice of acceptance of this Guaranty, and all demands for payment or performance.

Guarantor waives all defenses other than payment in full.



Guarantor's liability under this Guaranty shall not be affected or impaired by any delay by or failure of Landlord in enforcing any of its rights or remedies under the Lease or at law, or by any deferral, waiver, settlement or release of Tenant's obligations under the Lease or any accord and satisfaction or any forbearance by Landlord in exercising any of its rights and remedies or by any other action, inaction, or omission by Landlord.

This Guaranty is independent of any security or remedies which Landlord has under the law. Landlord may proceed against Guarantor at any time, either independently of or concurrently with or in lieu of Landlord's application of any security held by Landlord or Landlord's exercise of any remedies Landlord may have against Tenant. Landlord is not required to resort to any security deposit or other collateral it may hold and is not required to pursue any remedies it may have against the Tenant. No application of any security held by Landlord shall be credited, offset or applied against any liability of Guarantor under this Guaranty. Nothing contained in this Guaranty shall be deemed to affect or limit any of Landlord's remedies against Tenant under the Lease or the law.

Guarantor's obligations under this Guaranty shall be unaffected by any discharge or release of the Tenant, its successors or assigns, or any of their debts, in connection with any bankruptcy, reorganization, or other insolvency proceeding or assignment for the benefit of creditors, any rejection or disaffirmation of the Lease in any bankruptcy, reorganization, or other insolvency proceeding or assignment for the benefit of creditors, or any reduction, modification, impairment or limitation of the liability of the Tenant, its successors or assigns, or of Landlord's remedies under the Lease, in connection with any bankruptcy, reorganization or other insolvency proceeding or any assignment for the benefit of creditors. In addition, if Landlord is required to disgorge or pay back to the Tenant's estate any payments made by the Tenant under the Lease in connection with any bankruptcy, reorganization or insolvency proceeding, Guarantor's obligations as to such payments shall be reinstated.

The liability of Guarantor shall continue during the entire term of the Lease and any renewals or extensions thereof, whether or not such renewals or extensions are entered into pursuant to any right or option contained in the Lease (subject to the termination of Guarantor's obligations as of the Vacate Date, as provided above). Guarantor's liability shall continue even if the Lease is assigned or the Premises are sublet.

Guarantor's liability shall not be affected or impaired by reason of any modification or amendment of the Lease, whether or not such modification or amendment is pursuant to any right or option contained in the Lease (subject to the termination of Guarantor's obligations as of the Vacate Date, as provided above). Notwithstanding the foregoing, if Landlord and any assignee of the Lease (unless such assignee is controlled by, controls, or is under common control with, Tenant or Guarantor) enter into a modification of the Lease and such modification increases the obligation of the lessee under the Lease, the liability of Guarantor shall continue, but shall be no greater than if such modification had not been made.

Guarantor waives all right to trial by jury in any action or proceeding to which Landlord and Guarantor are party, with respect to any claim, counterclaim, cross-claim, or defense raised with respect to this Guaranty or the Lease.

Until all obligations of Tenant that are guaranteed under this Guaranty are fully performed and the Lease has expired or terminated, all claims Guarantor may have against Tenant (including but not limited to any claim Guarantor has against Tenant for reimbursement of any payments made or costs incurred by Guarantor pursuant to this Guaranty) are subordinated to Landlord's claims against Tenant. Further, Guarantor shall not assert any claim Guarantor may have against Tenant (including but not limited to any claim Guarantor has against Tenant for reimbursement of any payments made or costs incurred by Guarantor pursuant to this Guaranty), until all obligations of Tenant that are guaranteed under this Guaranty are fully performed.

If more than one person has signed this Guaranty, the term "Guarantor" shall be read as "Guarantors." The use of the singular shall be deemed to refer to the plural whenever the context so requires. The use of the masculine, feminine, or neuter genders shall be deemed to refer to another gender wherever the context so requires.

If more than one person or entity has signed this Guaranty, each of the undersigned shall be jointly and severally liable for all of the obligations hereunder. Any notice by the Landlord to any one of the undersigned Guarantors shall be deemed given to all of the Guarantors and shall have the same force and effect as though given to all persons constituting the Guarantor.

This Guaranty shall be binding upon Guarantor, [his][her][their] successors and legal representatives, and shall inure to the benefit of Landlord, its successors, grantees, legal representatives and assigns.

This Guaranty shall be governed by and construed in accordance with the laws of the State of New York. All legal actions or proceedings related to this Guaranty shall be adjudicated in the state courts of the State of New York in the county in which the premises demised under the Lease are located. Guarantor irrevocably consents to the personal and subject matter jurisdiction of those courts in any legal action or proceeding relating to the Lease. This consent to jurisdiction is self-operative and no further instrument or legal action, other than service of process in any manner permitted by law, is necessary in order to confer jurisdiction upon the person of Guarantor and the subject matter in question in any such court. All communications to Guarantor may be sent, and service in any legal action relating to this Guaranty may be made by delivery of the summons and complaint, to Guarantor at the address shown below.

IN WITNESS WHEREOF, the undersigned has set his hand  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Name: KEVIN LYNCH

Soc. Sec. No.: \_\_\_\_\_

Address: \_\_\_\_\_

#### INDIVIDUAL ACKNOWLEDGMENT

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ 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(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public



**Hudson Valley Sign Studio Inc.**  
 PO BOX 903  
 New City, NY 10956  
 Tel: 845-709-6575  
 Fax: 845-709-6576

## Invoice

Date 7/13/2022

Invoice # 9531

P.O. No.

Bill To:	Shipping / Installation Location:	Payment Terms
Town Of Haverstraw 1 Rosman Rd. Garnerville, NY 10923		Net 30
		Sales Rep
		GR

Item	Description	Qty	Rate	Total
Banner	TOWN OF HAVERSTRAW LATIN NIGHT 36" x 240" DIGITALLY PRINTED 18OZ DOUBLE SIDED VINYL BANNER W/ HEMS ON 4 SIDES AND GROMMETS EVERY 2'	3	780.00	2,340.00
Banner	48" x 72" DIGITALLY PRINTED 13OZ. SINGLE SIDED VINYL BANNER W/ HEMS ON 4 SIDES AND GROMMETS EVERY 2'	1	192.00	192.00

TERMS AND CONDITIONS: All project design work as well as estimate must be approved via signed and dated fax or e-mailed approval. Verbal approval is not accepted. Hudson Valley Sign Studio is not responsible for any spelling or grammatical errors once customer approval is granted. We aim to replicate color as accurately and closely as possible but due to the nature of the medium and computer monitors being calibrated differently, color may vary slightly from artwork to finished product. Permit fees not included unless stated. Hudson Valley Sign Studio is not responsible for any fines incurred due to customer opting to bypass permit acquisition process. MINIMUM ORDER \$40.00 - DESIGN WILL BE BILLED AT AN HOURLY RATE OF \$75.00  
 A 50% deposit is required on all jobs with balance due on pickup, drop off or installation of sign(s) or print work. Estimates are valid for sixty (60) days. Prices are subject to change.

Signature:		Date:	7/13/2022	Subtotal:	\$2,532.00
				Sales Tax: (0.0%)	\$0.00
				Total:	\$2,532.00
				Balance Due:	\$2,532.00

www.hudsonvalleysigns.com

"Like" us on Facebook