

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“PSA”) is made and entered into as of the Effective Date (as defined in Section 3 below), by and between the Village of Haverstraw, a New York municipal corporation, with offices at 40 New Main Street, Haverstraw, New York 10927 (herein after referred to as the “**Seller**” or the “**Village**”), and Haverstraw Community Chair Factory LLC, having its principal offices at 1046 New York Avenue, Unit A, Huntington Station, New York 11746 (herein after referred to collectively the “**Purchaser**” or the “**Developer**”).

RECITALS:

WHEREAS, the Village owns certain waterfront properties which include: (i) an approximately 9.71-acre peninsula (inclusive of some submerged land) identified on the Town of Haverstraw Tax Map as Section 27.09, Block 1, Lot 3, a survey of which is included in Exhibit “A” attached hereto (“**Chair Factory Site**”); and (ii) a series of adjoining parcels consisting of a total of 1.0 acres, identified on the Town of Haverstraw Tax Map as Section 27.46, Block 1, Lots 80 and 81 (“**Damiani Site**”, and collectively with the Chair Factory Site the “**Property**” as said Property is more particularly described in approximate metes and bounds in *Exhibit A* attached hereto); and

WHEREAS, the Purchaser and its affiliates are experienced developers of market-rate, affordable, and mixed-use communities who desire to redevelop the Property; and

WHEREAS, it is the Purchaser’s intent to develop and construct on the Property a mixed-use development consisting of a broad range of affordable and market rate housing options, along with commercial uses and public amenities (hereafter collectively referred to as the “**Project**” and being more fully described in that certain Master Development Agreement between the Purchaser and Seller, dated September 30, 2022 (the “**Development Agreement**”) attached hereto and made a part hereof as *Exhibit B*; and

WHEREAS, subject to the parties’ respective obligations and Project review milestones set forth in the Development Agreement, the Seller desires to sell the Property to the Purchaser if the Purchaser secures all necessary approvals for the Project; and the Purchaser desires to acquire the Property from the Seller if the Purchaser secures all necessary approvals for the Project; and

WHEREAS, the parties desire to set forth the terms and conditions of said sale of the Property.

NOW, THEREFORE, in consideration of the mutual promises contained in this PSA and the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROPERTY. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth and as set forth in the Development Agreement, the Property, together with all right, title and interest of Seller in and to any land lying in the bed

of any highway, open or proposed, abutting said parcel, all improvements thereon, all rights of way, licenses, privileges, appurtenances and water, mineral and air rights, if any.

2. CONTEMPLATED USE OF THE PROPERTY. The Purchaser hereby acknowledges and represents that the Purchaser would be acquiring the Property for the intended purpose of developing and constructing thereon the Project consistent with the Target Program referenced in the Development Agreement, as may be modified, expanded or limited during the approval processes also set forth in the Development Agreement, which may also be subject to one or more regulatory agreements with NYS DHCR and/or other governmental agencies.

3. EFFECTIVE DATE OF THIS AGREEMENT; INSPECTION PERIOD.

(a) The effective date of this PSA shall be the later of (i) the date on which the Purchaser signs this PSA, (ii) the date on which the Seller signs this PSA, as set forth immediately under the Purchaser's and Seller's signature below or (iii) the date that the Development Agreement is fully executed (the "**Effective Date**").

4. TITLE.

(a) Conveyance of the Property, or portion(s) thereof per phase shall be made by a good and sufficient form Bargain and Sale Deed with covenants against grantor's acts ("**Deed**"), conveying good and marketable title subject to such encumbrances as may exist as of the Title Acceptance Date (as defined in Section 11 hereof) (pursuant to Section 1.02 of the Development Agreement, and Section 7 hereof, the Property may be conveyed in phases, thus all references to Property in this PSA shall have the relevant meaning at the time of such phased closing). Good and marketable title shall be defined as: marketable title in fee simple, insurable by a title insurance company licensed to do business in the State of New York, at standard rates and subject to standard conditions and exceptions, provided however that there shall be no exception concerning parties in possession, mechanic's liens and other improvement liens; and provided further, that Purchaser shall have received a survey acceptable to Purchaser and Purchaser's title insurance company, and which will allow construction of the Project as contemplated by Purchaser. Purchaser, in its own discretion, may waive any objection to title for the Property. The Deed shall be prepared by Seller, duly signed by the Seller, signature(s) acknowledged, and with any New York State transfer tax (if applicable) paid by the Purchaser. Purchaser shall bear the cost of title insurance and a survey. Acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed on the part of Seller except as otherwise provided in this PSA. Notwithstanding the foregoing, Purchaser shall have the right upon notice to Seller no later than five (5) business days prior to the date of any Closing, directing Seller to convey the Property or a portion thereof to an Authorized Transferee, as set forth in the terms and condition of Paragraph 33.

(b) All other tangible and intangible property rights, to the extent such rights are assignable, if any, constituting the Property shall be assigned to and assumed by Purchaser at the Closing (hereinafter defined). Conveyance of these items shall be made by commercially reasonable bills of sale and/or assignment and assumption agreements and shall include the consent of third parties if required to effectuate the assignment.

(c) If the Seller shall be unable to deliver insurable title as defined in Section 4 hereof, or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the Closing, the Property does not conform with the provisions hereof, then the Purchaser, in Purchaser's sole discretion, may accept such title, possession or condition as Seller may deliver or Purchaser may terminate this PSA and the Development Agreement shall be deemed terminated contemporaneously. It is understood and agreed that, except as provided in Section 8 hereof, Seller shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Property or to remove any encumbrances upon the title to the Property not voluntarily placed thereon by the Seller.

5. POSSESSION; CONDITION.

(a) Full possession of the Property (or portion(s) thereof) will be conveyed on the date of closing and transfer of title (as applicable per phase, the "Closing").

(b) Subject to the terms and conditions hereof, the Property shall be conveyed "AS IS" to the Purchaser, without any covenant, representation or warranty of any nature whatsoever, express or implied, and Purchaser is relying solely on Purchaser's own investigation of the Property. Seller specifically makes no warranty with respect to the presence of Hazardous Materials¹ on, above or beneath the Property (or any parcel in proximity thereto) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to commence an action against Seller under any Environmental Laws.²

¹ As used herein, the term "Hazardous Materials" shall mean (a) those substances included within the definitions of any one or more of the terms "hazardous materials", "hazardous wastes", "hazardous substances", "industrial wastes", and "toxic pollutants", as such terms are defined under the Environmental Laws, or any of them, (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or nonfriable, (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids, (f) radon, (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation.

² As used herein, the term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C.

Purchaser shall rely solely upon Purchaser's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition. Except as expressly set forth in this PSA to the contrary, Purchaser releases the Seller from and against any and all claims which Purchaser or any person, entity or party related to or affiliated with Purchaser (each a "**Purchaser Related Party**") has or may have arising from or related to any matter or thing related to or in connection with the Property, including the documents and information referred to herein, the leases and the tenants thereunder, any construction defects, errors or omissions in the design or construction and any environmental conditions, including but not limited to lead based paint, mold, and asbestos containing materials, and, except as expressly set forth in this Agreement to the contrary, neither Purchaser nor any Purchaser Related Party shall look to Seller, the Seller Related Parties or their respective successors and assigns in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all losses, liabilities, obligations, claims, damages, penalties, causes of action, fines, costs and expenses (including without limitation, reasonable attorneys' fees and consultants' fees) arising out of the condition of the Property whether heretofore or now existing or hereafter arising, or which could, might or may be claimed to exist, of whatever kind or nature, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, or are connected with, or relate to, the condition of the Property.. This indemnity shall survive Closing and delivery of the Deed.

(c) As may be required by the Project lenders or investors, the Property may be subdivided and conveyed in parts. In the event of a partial conveyance of the Property, Purchaser shall be responsible for the lawful subdivision of the Property.

6. PURCHASE PRICE. The Parties acknowledge that there are a number of variables that constitute the value of the Property and the amount that will be paid for the Property, however, in all instances the Parties agree the total purchase price for the Property shall be Nine Million Dollars (\$9,000,000.00) (the "**Purchase Price**"). The acquisition/development of the Property is contemplated in parts due to financing. The Parties have agreed that the portion of the Purchase Price allocated to the portion of the Property upon which affordable housing units would be developed shall not exceed market consideration for said land and improvements (taking into consideration certain approvals that may be required by funding agencies for the affordable housing component), and the allocation for non-affordable housing units shall be as outlined in the Development Agreement. The Parties agree that the Purchase Price for each portion of the Property shall be allocated on a per acre basis (or portion thereof) and paid or offset as contemplated herein at closing for each phase of the Project.

§§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

7. DELIVERY OF DEED AND CLOSING.

(a) Delivery of the Deed conveying title to each portion of the Property as set forth in Section 4 hereof and all other Closing instruments shall occur at the Closing. Closing is to be held upon the granting of all local approvals and contemporaneously with the closing on all financing sources identified in Section 12(b) hereof; provided, however, that the Closing of the first phase representing at least 25% of the total contemplated residential unit delivery must occur within twelve (12) months after the satisfaction of all Purchaser Contingencies set forth in Section 12 hereof, but in no event later than the five (5) year anniversary of the Effective Date of the Development Agreement, unless otherwise agreed to by the parties hereto in writing (the “**Phase 1 Outside Closing Date**”). Each phase shall close upon receiving Local Approvals and upon closing of the financing for each phase; provided, however, that the Closing for all remaining phases of the Project must occur on or before the tenth (10th) anniversary of the date that the SEQRA findings are issued for Phase 1, unless otherwise agreed to by the parties hereto in writing (the “**Outside Closing Date**”).

(b) If the Purchaser Contingencies (as defined in Section 12 hereof) have not been satisfied by the Outside Closing Date, Purchaser may either proceed to Closing and waive any unsatisfied Purchaser Contingencies set forth in Section 12 hereof or terminate this PSA.

8. EXISTING CONDITIONS; DISCHARGE OF LIENS.

Except as otherwise set forth herein, Seller shall convey the Property subject to: all covenants, conditions, restrictions, and easements of record; all laws applicable to the Property including, without limitation, zoning and Environmental Laws and regulations, and any state of facts which an inspection and/or accurate survey may show provided that none of the foregoing shall preclude the proposed use of the Property as set forth in Section 2 hereof or be a non-permitted exception to the title policy of any construction or permanent loan or equity funding source secured under Section 12(b). At Closing, Seller shall pay and discharge any mortgage or tax liens and any other liens and encumbrances not otherwise agreed to by Purchaser as of the Closing out of the funds paid by Purchaser on the transfer of title. Seller shall not further encumber the Property commencing on the Effective Date hereof. The accrual of additional property taxes and property tax enforcement procedures shall not be deemed a further encumbrance pursuant to the preceding sentence (although any such accruals shall be a liability of Seller to be discharged at Closing).

9. ADJUSTMENTS; TAXES; ASSESSMENTS.

(a) Purchaser acknowledges that the Property is currently wholly exempt from real property taxes (Roll Section 8) and that upon transfer of title of the Property to Purchaser on the Closing Date, the taxable status of the Property conveyed shall be determined in accordance with Section 520 of the New York Real Property Tax Law (“**RPTL**”). Purchaser further acknowledges that a pro rata tax may be assessed by the applicable assessor as of the Closing Date pursuant to Section 520 of RPTL and that the Purchaser shall be responsible for all real estate taxes assessed against the Property as of and after the Closing. Nothing herein shall be construed to limit the provisions of section 2.1(f) herein.

(b) At Closing, Purchaser shall pay any real property transfer tax. Purchaser shall pay for recording the Deed and the mortgages securing Purchaser's financing and for any mortgage tax.

10. SELLER'S COVENANTS.

(a) Subject to the terms set forth in the Development Agreement, Seller agrees to cooperate with and assist Purchaser in making an application(s) for the subdivision of the Property, the necessary zone change for construction of the Project, and all other governmental approvals, permits, variances or agreements that may be required with respect to the development, construction, ownership and/or operation of the Project. Seller further agrees, subject to the Development Agreement, if requested by Purchaser, to support an application in the Seller's name for such subdivision and zone change, and for any other governmental approvals, at no expense to Seller and without seeking any compensation or additional consideration by reason of the cooperation required under this Paragraph. Seller shall sign all such applications as are required by the respective reviewing agencies in order to process the Purchaser's applications for subdivision and site plan approvals; provided, however, that Seller shall incur no cost in connection with Purchaser's undertakings hereunder.

(b) Seller will, subject to the Development Agreement, lend support to the Purchaser by supporting one or more real property tax exemptions under Article XI of the New York Private Housing Finance Law, a Payment in Lieu of Taxes (PILOT) agreement, Demolition and Remediation Funding, Grants, Funding Applications and other governmental supports and approvals as needed to realize the intended development of the Property.

(c) Seller will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this PSA, subject to Seller's legal obligations as identified in the Development Agreement.

(d) Seller will promptly notify Purchaser in writing if Seller becomes aware of any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties as of the date of this PSA, or if Seller becomes aware of the occurrence after the Effective Date of this PSA of any fact or condition that would (except as expressly contemplated by this PSA) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, Seller will promptly notify Purchaser of the occurrence of any breach of any covenant of Seller in this Section 10 or of the occurrence of any event that may make the satisfaction of the conditions in Section 12 hereof impossible or unlikely.

(e) In the event that New York State or any other required entity issues an affordable housing award for the Project, Seller shall comply with the terms and conditions of such award, including, but not limited to, the assignment of Purchaser's interest in this PSA to an Authorized

Transferee or Permitted Transferee (each as defined in the Development Agreement) meeting such award's requirements for the organizational structure of the Project owner.

11. TITLE INSPECTION; INSPECTION PERIOD; RIGHT OF ENTRY.

(a) The Purchaser agrees to cause the title to the Property to be examined "as of" a date which is not earlier than the Effective Date of this PSA. Purchaser agrees to notify the Seller in writing as provided herein on or before 5:00 p.m. on that date which is not later than ninety (90) days following the Effective Date (the "**Title Notification Deadline**") of any defect in title as of the date of the title examination performed by or on behalf of the Purchaser which the Purchaser alleges will prevent the Purchaser from obtaining good and insurable title to the Property, and which Purchaser is requesting be removed, or otherwise cleared, by Seller prior to the Closing. In the event that the Purchaser shall fail to notify the Seller and Seller's attorney in writing of any such alleged defects in title by written notice to the Seller on or before 5:00 p.m. on the Title Notification Deadline, addressed to the Seller, Purchaser shall be deemed satisfied with the title to the Property as of the later of (i) the Effective Date of this PSA, or (ii) the time and date of the title examination performed by or on behalf of the Purchaser (the "**Title Acceptance Date**"). Purchaser shall provide Seller with a copy of the title report and, if Purchaser provides timely Notice of Title Defects, Seller will have seven (7) days after receipt of the report to notify Purchaser in writing that Seller agrees to correct the defects at Seller's own expense, in which event Seller shall cure such defect within forty-five (45) days of Seller's notification to Purchaser (except defects consisting of liens to be discharged by the payment of money which are to be satisfied out of the Closing proceeds); if Seller does not so agree to correct such defects to Purchaser's satisfaction, Purchaser shall be given an additional ten (10) days to void this PSA and the Development Agreement contemporaneously, by notifying Seller in writing; or waive such defects by not notifying Seller.

(b) From and after the Effective Date, the Seller shall allow Purchaser and its representatives, consultants, investors, lenders, assignee, designees and/or subcontractors (each an "**Agent**"), at all reasonable times, and upon reasonable prior notice to Seller, access to all portions of the Property for the purpose of routine data collection and routine site visits not requiring any type of invasive work or procedures or the use and/or transport on to the Property of mechanized or any other equipment (other than the transport and/or use of handheld video or other cameras) ("**Routine Visits**"). Notwithstanding the foregoing, in no event shall any access by Purchaser or its Agents to any portion of the Property not then open to and accessible by the general public be considered a Routine Visit. In the event that Purchaser or Purchaser's Agent shall seek access to the Property for non-routine purposes that may involve invasive testing or the use of mechanized or other equipment (i.e. other than video or other cameras) (hereinafter, "**Non-Routine Visits**"), Purchaser shall notify the Seller of Purchaser's Agent seeking entry and the anticipated date of said entry. The Seller shall have the right, but not the obligation, to have one or more representatives or agents present at any Non-Routine visit and to require Purchaser or Purchaser's Agent to satisfy such reasonable safety conditions Seller may request. For the avoidance of doubt, any and all Routine Visits or Non-Routine Visits and associated testing and inspection shall be the right, but not the obligation, of the Purchaser prior to closing. Furthermore, Seller shall cooperate with Purchaser and take all reasonable measures in providing Purchaser and/or any agents of New York State's Brownfield Cleanup Program (the "**BCP Agents**") with access to the Property in an expeditious manner to enable Purchaser's and/or BCP Agents' investigation (and potential

remediation) of the Property with respect to all environmental conditions or hazardous materials thereof. Prior to conveying title to the Property, the Parties shall enter into and execute an access agreement (the “**BCP Access Agreement**”) governing the Purchaser’s and/or BCP Agents’ right to access the Property, as well as the insurance and indemnity requirements in favor of the Seller required to exercise such right of access, as set forth herein.

(c) Prior to the date of the first Routine or Non-Routine Visits Purchaser’s Agent shall provide the Seller with a certificate of insurance naming the Seller and Purchaser as additional insureds and meeting the other and further requirements set forth in subsection (i) and (ii) hereof. Throughout the duration of this Agreement, Purchaser shall keep said certificate of insurance up to date and fully enforceable, as well as provide the Seller with evidence of any renewals of said certificate, as necessary. Purchaser shall, at the time it notifies the Seller of any proposed Routine or Non-Routine Visit, provide such details regarding the same as the Seller may reasonably request, which details shall be subject to the prior reasonable approval of the Seller.

(i) Each said certificate of insurance shall be on ACCORD Form 25 with applicable insurance policy declaration pages (to follow) evidencing procurement of the following insurance and naming as additional insureds the Seller and (if, Purchaser’s Agent shall be the entity seeking access to Property) Purchaser:

(A) Comprehensive General Liability and Property Damage, \$1,000,000.00, per occurrence. An umbrella policy in the amount of \$5,000,000.00; and

(B) Automobile Liability and Property Damage, Bodily Injury and Property Damage, \$1,000,000.00, per occurrence; and (C) Worker’s Compensation and Disability Benefits shall comply with all statutory requirements.

(ii) The insurance must be unrestricted and include primary coverage for property damage and personal injury. The insurance must not have any exclusions for subcontractors or “ladder law”. Furthermore, the subcontractors must meet all of the same requirements as Purchaser, and not have any exclusions pertaining to subcontractors of the subcontractor. Purchaser shall be responsible to pay (or to cause the appropriate Purchaser’s Agent to pay) all premiums and deductibles applied to this insurance

(d) Purchaser hereby agrees to indemnify, defend and save Seller harmless from any and all claims arising out of Purchaser’s actions taken in carrying out the investigations authorized herein. Purchaser will name the Seller as an additional insured including all work done by subcontractors.

(e) Upon completion of all inspections, test or other investigations Purchaser shall repair and restore any portion of the Property damaged or disturbed by Purchaser or its employees, inspectors, investigators, representatives, contractors, subcontractors, agents or any other person acting for or on behalf of Purchaser in the performance of any inspection, test or investigation

conducted by or on behalf of Purchaser. Such repair and restoration shall include but not be limited to removal of any and all debris created by Purchaser, the filling and leveling of any and all holes, borings and test pits dug and removal of any and all equipment and materials brought onto the Property by or on behalf of Purchaser.

12. PURCHASER'S CONTINGENCIES.

Purchaser's obligation to acquire the Property and close the transaction contemplated hereby is subject to the satisfaction of each of the following conditions precedent, the satisfaction of which shall be determined solely by Purchaser in the exercise of its reasonable judgment (unless a different standard is stated). Any of these conditions precedent may be waived by Purchaser in Purchaser's sole discretion (collectively, "**Purchaser's Contingencies**" or "**Purchaser Contingencies**"):

(a) Purchaser shall have obtained all necessary municipal and/or governmental approvals, including subdivision and required zoning changes or variances, consistent with the terms and conditions hereof, site plan approval, and building permits sufficient to construct the Project on the Property consistent with the Contemplated Use of the Property set forth in Section 2 above. Purchaser shall commence work on all approvals for the Project, as chronologically appropriate, and shall diligently pursue all required approvals. Seller agrees to cooperate with Purchaser in obtaining all permits and approvals consistent with its obligations under the Development Agreement.

(b) Purchaser shall have obtained construction and permanent financing including without limitation, equity financing through the sale of low-income housing tax credits, tax-exempt bonds, subsidies, grants and below-market loans, as available and appropriate, sufficient to construct and develop the Project in accordance with the development and operating budgets prepared by Purchaser (in its sole discretion).

(c) Purchaser shall have obtained from Seller (and/or third parties) all easements necessary or appropriate to ensure that Purchaser, upon closing of title to the Property, has ingress to and egress from the Property to construct and maintain the Project, all utilities are available to the Property's lot line, including without limitation, gas, water, sewer, cable, and other reasonable utilities, and such other such rights over the land of Seller or others which are reasonably required or appropriate for the construction or operation of the Project on the Property.

(d) The Parties expressly acknowledge that Purchaser may elect to further subdivide and redevelop the Property in phases, subject to the availability of scarce and competitive housing finance resources, which shall be at Purchaser's sole cost and expense and Seller shall cooperate with such efforts subject to its obligations set forth in the Development Agreement.

13. SELLER'S CONTINGENCIES.

Seller's obligation to sell the Property and close the transaction contemplated hereby is subject to the satisfaction of each of the following conditions precedent, the satisfaction of which shall be determined solely by Seller in the exercise of its reasonable judgment (unless a different

standard is stated). Any of these conditions precedent may be waived by Seller in Seller's sole discretion (collectively, "Seller's Contingencies" or "Seller Contingencies"):

(a) All of the representations and warranties of Purchaser set forth herein and the Development Agreement shall be true in all material respects as of the Closing Date.

(b) Purchaser shall have paid the Purchase Price, in accordance with this PSA and the Development Agreement, and shall have delivered at Closing all documents required from Purchaser under this PSA.

(c) Purchaser shall have obtained all approvals sufficient to construct the Project on the Property consistent with the contemplated use of the Property set forth above in Section 2, and all other contingencies set forth in the Development Agreement, if any, have been either met or waived.

14. CASUALTY LOSS.

(a) The Property shall be and remain at the risk of Seller until Closing.

15. REAL ESTATE BROKER.

Seller and Purchaser represent to each other that no broker brought about this sale. Seller and Purchaser agree to indemnify each other in connection with all claims, losses, actions, etc., associated therewith.

16. NOTICES.

Unless otherwise specified herein, any notices or communications required or permitted to be given by this PSA must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Notice to Purchaser shall be sent to:

Haverstraw Community Chair Factory LLC
c/o MPACT Collective LLC
c/o: Ryan Porter
1046 New York Avenue, Unit A
Huntington Station, New York 11746
Phone: (516) 984-6868
Email: rporter@mpactcollective.com

With copies to:

Haverstraw Community Chair Factory LLC
c/o Pennrose, LLC
230 Wyoming Avenue
Kingston, Pennsylvania 18704
Attention: Dylan J. Salmons
Phone: (267) 386-8643
Email: dsalmons@pennrose.com

And a copy to:

Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Phone: (716) 856-1700
Attn: Steven J. Weiss, Esq. & Robert M. Tocker, Esq.
(E) sweiss@chwattys.com & Rtocker@chwattys.com

Notice to Seller shall be sent to:

Michael F. Kohut
Mayor of the Village
Haverstraw Village Hall
40 New Main Street
Haverstraw, New York 1092

With copies to:

Zarin & Steinmetz
81 Main Street, Suite 415
White Plains, NY 10601
Attention: David J. Cooper, Esq.
Phone: (914) 682-7800
Email: dcooper@zarin-steinmetz.com

17. SELLER'S REPRESENTATIONS AND COVENANTS.

(a) Seller represents that all requisite and necessary actions on the part of Seller have been duly taken or will be taken as required so as to fully authorize the Seller to sell and convey to Purchaser the Property in accordance with the terms and provisions of this PSA and the Development Agreement. Seller further represents that this PSA and each of the documents described herein to be executed and delivered by Seller at the Closing have been duly executed by the appropriate officers of Seller, and each constitutes the valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms (except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other debtor relief laws in effect at the time).

(b) Neither the execution and the delivery of this PSA, nor the consummation of the transactions contemplated hereby, will directly or indirectly, with or without notice or lapse of time or both (1) violate any federal, state or local law, rule or regulation or any judgment, order or decree to which the Seller is subject, or (2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which any of the Seller is a party or by which it is bound or to which any of its assets is subject.

(c) Seller owns the fee simple interest in the Property, free and clear of any liens, charges, or encumbrances other than those matters set forth in *Exhibit C* attached hereto and made a part hereof.

(d) The Parties acknowledge that prior owners of the Property have operated industrial uses on the Property, and the Property is being sold "As Is" with no representation from the Seller concerning the presence of, or lack of, any contamination, Hazardous Materials or other substances on the Property.

(e) There are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases pending, or, to the best of Seller's knowledge, threatened, against the Property and Seller is not aware of any facts which might result in any such action, suit or other proceedings except such liens as shall be satisfied at Closing.

The representations, warranties, and covenants set forth in this PSA shall be continuing and shall be true and correct on and as of the Closing with the same force and effect as if made at that time. If any such representation is not true, correct, and complete, in addition to Purchaser's remedies, it shall be entitled to terminate this PSA. All representations, warranties, and covenants made by Seller herein shall survive the Closing for a period of one (1) year.

18. PURCHASER'S REPRESENTATIONS AND COVENANTS.

(a) Purchaser is a limited liability company organized and existing under, and governed by, the laws of the State of New York, and it is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Purchaser to perform its obligations under the terms of this PSA. No Act of Bankruptcy has been commenced by or against Purchaser. The execution of this PSA, and the performance of all obligations under this PSA, have been authorized by all required action of Purchaser, all as required by the Articles of Organization, operating agreement and applicable laws that regulate the conduct of Purchaser's affairs. The execution of this PSA and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any Articles of Organization or operating agreement of Purchaser, or any agreement, indenture, mortgage, contract or instrument to which Purchaser is a party or by which Purchaser is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, this PSA constitutes the valid, legally binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization,

moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

(b) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against Purchaser wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Purchaser of its obligations hereunder or the other transactions contemplated hereby, or that, in any way would materially adversely affect the validity or enforceability of this PSA or any other agreement or instrument entered into by Purchaser in connection with the transaction contemplated hereby.

19. BREACH OF OBLIGATIONS, REPRESENTATIONS OR WARRANTIES BY PURCHASER.

If at any time subsequent to the Effective Date and prior to the Closing, except for such covenants and conditions that expressly survive the Closing, which shall continue after the Closing, (a) Purchaser shall breach any material obligation, covenant or warranty made by it herein, or (b) any representation made by Purchaser herein shall be (or prove to be) false in any material respect, then, upon Seller providing written notice thereof to Purchaser, Purchaser shall proceed with due diligence and dispatch to take all such commercially reasonable actions as shall reasonably be required to cure such breach, and Purchaser shall continue to take all such actions until such breach is cured.

20. EVENTS OF DEFAULT BY PURCHASER.

Subject to the provisions of Section 19 hereof, any one or more of the following shall constitute an "Event of Default" by Purchaser hereunder:

(a) Failure by Purchaser (within ten (10) days of either the occurrence or notice of any event described in Section 19 above, whichever is later), to cure such breach; provided however, that if Purchaser is diligently pursuing such cure, and if in the reasonable judgment of Seller, there is a reasonable likelihood that such breach will be cured within a ninety (90) day period, then failure to cure such breach shall not be considered to be an Event of Default until the ninetieth (90th) day after such breach has occurred or such notice has been provided, whichever is later; or

(b) Any Act of Bankruptcy on the part of Purchaser has occurred prior to satisfaction of the terms and conditions of this PSA; or

(c) The inability of Purchaser to consummate the transactions contemplated in this PSA because it is unable to pay the Purchase Price to the Seller as provided herein, unless such failure is due to an Event of Default by Seller.

21. REMEDIES OF THE SELLER.

Except as otherwise expressly provided in this PSA, Seller's remedies for the occurrence of an Event of Default set forth under Section 20 hereof shall be: (a) consistent with the Development Agreement, to have Purchaser promptly pay to the Seller upon demand any outstanding Reimbursable Municipal Expenses (as defined in the Development Agreement) to the

extent same are not paid or reimbursed from the Escrow Account; and (b) to retain copies of any and all non-proprietary work product, studies analyses and any other materials or documentation prepared in relation to the Project, which material and documents Seller or its assignee may use in its sole discretion in furtherance of the redevelopment of all or any portion of the Property. All rights and remedies under this PSA are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

22. BREACH OF OBLIGATIONS, REPRESENTATIONS OR WARRANTIES BY SELLER.

If at any time subsequent to the Effective Date and prior to the Closing, except for such covenants and conditions that expressly survive the Closing, which shall continue after the Closing, (a) Seller shall breach any material obligation, covenant or warranty made herein, or (b) any representation made by the Seller herein shall be (or prove to be) false in any material respect then, upon Purchaser's providing written notice thereof to Seller, Seller shall proceed with due diligence and dispatch to take all such commercially reasonable actions as shall reasonably be required to cure such breach, and the Seller shall continue to take all such actions until such breach is cured.

23. EVENTS OF DEFAULT BY SELLER.

Subject to the provisions of Section 22 hereof, any one or more of the following shall constitute an "Event of Default" by Seller hereunder:

(a) Failure by Seller (within ten (10) days of either the occurrence or notice of any event described in Section 22 above, whichever is later), to cure such breach; provided however, that if Seller is diligently pursuing such cure, and if in the reasonable judgment of Purchaser, there is a reasonable likelihood that such breach will be cured within a ninety (90) day period, then failure to cure such breach shall not be considered to be an Event of Default until the ninetieth (90th) day after such breach has occurred or such notice has been provided, whichever is later; or

(b) The inability of Seller to consummate the transactions contemplated in this PSA because Seller is unable to convey the Property to Purchaser as provided herein for any reason under Seller's control, unless such failure is due to an Event of Default by Purchaser.

24. REMEDIES OF PURCHASER FOR EVENT OF DEFAULT BY SELLER

The remedies for the occurrence of an Event of Default set forth under Section 23 hereof shall be: (a) the refund of any monies in the Escrow Account not needed to satisfy outstanding Reimbursable Municipal Expenses (as defined in the Development Agreement), submitted in accordance with the Escrow Agreement as of the Event of Default; or, at the option of the Purchaser, (b) a suit seeking specific performance by the Seller of the provisions of this PSA and injunctive relief, consistent with the Development Agreement. All rights and remedies under this PSA are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

25. TIME.

Time shall not be of the essence in relation to the provisions of this PSA unless otherwise directed by either party in writing and notice is provided as set forth in Section 15, above. All references to "days" herein shall mean calendar days. In the event the expiration of any time period identified herein falls on a Saturday or Sunday, the time period shall be deemed extended to 5:00 p.m. EDT or EST, as may then be in effect, on Monday.

26. FORCE MAJEURE AND OTHER DELAY.

Whenever a period of time is prescribed for action to be taken by any party to this PSA, no party shall be liable or responsible for, and there shall be excluded from the computation of any such period of time the duration of any delays due to strikes, riots, acts of God, pandemics, shortages of labor or materials, war, insurrection, riot, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party. Whenever a party's performance is dependent in any measure on the performance of another party or third party that is not timely or that is otherwise delayed, the time for completion of the performance required of the dependent party shall be extended for a period equal to the duration of such delay.

27. COVENANT OF GOOD FAITH AND FAIR DEALING.

The Parties acknowledge that each shall carry out their respective obligations hereunder consistent with the covenant of good faith and fair dealing as set forth in the Development Agreement.

28. RECORDATION OF MEMORANDUM OF PSA.

At any time after the Effective Date of this PSA, any of the parties shall have the right to record a memorandum of this PSA in the form annexed hereto as *Exhibit D* (the "**Memorandum**"). All parties to this PSA shall execute the Memorandum, which shall be appropriately acknowledged, simultaneously with the execution of this PSA, along with all transfer tax forms required to record the Memorandum in the appropriate offices of record.

29. AMENDMENTS.

This PSA may not be amended or modified except pursuant to a written instrument executed by both Purchaser and Seller.

30. CONSTRUCTION OF AGREEMENT.

This PSA has been executed in one or more counterparts and each shall be deemed to be an original and shall be binding upon and inure to the benefit of the respective parties hereto. If two or more persons are named herein as Seller or Purchaser, their obligations hereunder shall be joint and several.

31. PARTIAL INVALIDITY.

If for any reason any paragraph or provision of this PSA or the application thereof to any person shall be held to any extent invalid, unenforceable, or contrary to any existing or future laws, then the remainder of this PSA or the application of such paragraph or provision to persons, entities or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

32. FURTHER ASSURANCES.

The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this PSA.

33. ASSIGNMENT.

Both this PSA and the Development Agreement may, subject to the sole consent of the Seller (which shall not be unreasonably withheld, conditioned or delayed), be assigned by Purchaser to an “**Authorized Transferee**.” The Term “Authorized Transferee” shall mean an entity whose principals collectively have: (i) a demonstrated history of success in constructing, owning and/or operating residential and/or commercial development of a kind relevant to the obligations Purchaser seeks to assign; (ii) sufficient capital, or access thereto, to carry out the obligations that Purchaser seeks to assign; (iii) has not, and its principals have not, defaulted on any contract with the Seller or any other municipality or local development corporation; and (iv) has an identified and demonstrated team capable of completing and/or operating the obligations Purchaser seeks to assign in accordance with the terms and conditions of this PSA and the Development Agreement and any Approvals issued for the Project. Notwithstanding the foregoing, Purchaser may assign this PSA and/or the Development Agreement to a “Permitted Transferee” (as defined in the Development Agreement), upon ten (10) days advance written notice to the Seller without the Seller’s consent.

34. ENTIRE AGREEMENT.

This PSA, the Development Agreement and the BCP Access Agreement (if necessary) entered into between the parties on or about the Effective Date hereof contain all agreements (written and oral) of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein and in the Development Agreement. This PSA shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

35. WAIVER OF TRIAL BY JURY.

SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR

COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS PSA.

36. APPLICABLE LAW.

The laws of the State of New York shall govern the terms and conditions of this PSA, and it shall be interpreted and enforced in accordance with the laws of the State of New York.

37. AUTHORITY.

The Parties represent that they are duly authorized to enter into this PSA and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the parties in this PSA shall be deemed to also be references to such officers or employees or other designees of the parties as may be appropriate to implement the terms of this PSA.

38. COUNTERPARTS.

This PSA may be signed in any number of counterparts, and by PDF signature delivered by electronic mail, each of which shall be an original, with the same effect as if the original signatures thereto and hereto were upon the same instrument.

39. NO REPRESENTATIONS OR WARRANTIES.

Purchaser warrants and represents (a) that Purchaser has or will have inspected the Property and is purchasing the same "as is", and in its present condition, and (b) that no representations or warranties of any kind have been made by Seller except as specifically set forth in this PSA. This PSA and the Development Agreement contain the entire agreement between the parties and all prior negotiations and agreements, whether oral or written, are merged herein and therein, subject however to any conflicting provisions with the Development Agreement, and in such instance the Development Agreement shall control pursuant to Section 43 hereof.

40. ACCEPTANCE OF DEED.

Acceptance of the Deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller, except as herein otherwise set forth. No warranty or representation herein contained shall survive the Closing of title hereunder unless specifically stated herein.

41. WAIVER.

No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for the exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver

of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

42. LEGAL FEES.

The Parties agree that the prevailing Party in any action or proceeding by or among any of the Parties to enforce the provisions hereof or to recover damage for breach of any of the provisions of this PSA shall be entitled to recover from the non-prevailing parties all of the prevailing party's reasonable costs and expenses including, without limitation, court costs and reasonable attorneys' fees, costs and expenses. Except as provided in the preceding sentence, the parties shall be responsible for their own defense and legal fees in connection with any other action or proceeding involving the Project, including those incurred in defending the contemplated development against any and all lawsuits or other legal challenges or opposition and, to preserve and enable the consummation thereof. If appropriate, the parties will coordinate any such legal efforts in furtherance of the Project. Each Party shall be responsible for its respective costs in defense of any Article 78 litigation proceeding in which it is named a party. Notwithstanding the following, Purchaser acknowledges that the Seller shall have no liability for any legal proceeding, judgment or fees incurred in connection with the Purchaser's potential acquisition of privately owned properties near the Property in connection with the Project. Additionally, Purchaser shall indemnify and hold the Seller harmless against any and all claims, costs, expenses, including reasonable legal fees, with respect to any legal proceeding involving Purchaser's potential acquisition of said privately owned properties.

43. DEVELOPMENT AGREEMENT

This PSA is subject to the terms and conditions of the Development Agreement. To the extent there is a conflict between a term contained in this PSA and the Development Agreement, the term contained in the Development Agreement shall govern and be integrated into this PSA as if fully set forth at length hereunder. All capitalized terms used but not defined herein shall have the meaning ascribed in the Development Agreement. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of this PSA and are incorporated in this PSA.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

SELLER:

THE VILLAGE OF HAVERSTRAW

Date Executed: September 30 2022

By: 

Name: Michael F. Kohut

Title: Mayor

**HAVERSTRAW COMMUNITY CHAIR
FACTORY LLC**

MPACT HAVERSTRAW LLC,
a New York limited liability company

By: _____

Name: Ryan Porter

Title: Authorized Signatory

AND

PENNROSE NY DEVELOPER LLC,
a Pennsylvania limited liability company

By: Pennrose LLC,
its Managing Member

By: _____

Name: Timothy I. Henkel

Title: President

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

SELLER:

THE VILLAGE OF HAVERSTRAW

Date Executed: September 30, 2022

By: _____

Name: Michael F. Kohut

Title: Mayor

**HAVERSTRAW COMMUNITY CHAIR
FACTORY LLC**

MPACT HAVERSTRAW LLC,
a New York limited liability company

By: _____

Name: Ryan Porter

Title: Authorized Signatory

AND

PENNROSE NY DEVELOPER LLC,
a Pennsylvania limited liability company

By: Penrose LLC,
its Managing Member

By: _____

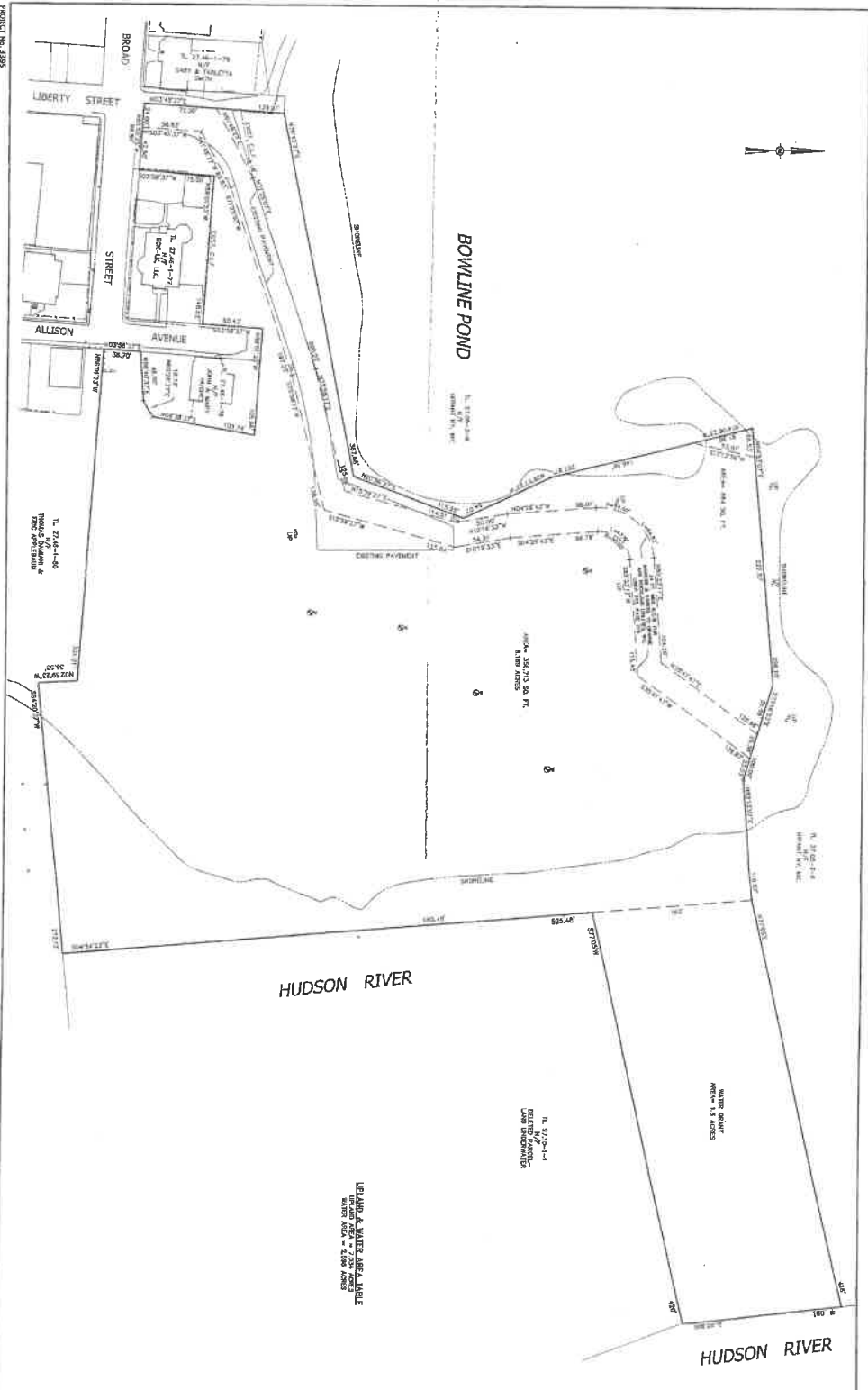
Name: Timothy I. Henkel

Title: President

EXHIBIT A

**APPROXIMATE PROPERTY DESCRIPTION (to be finalized prior to Closing)
(attached behind)**

Chair Factory Site Acquisition Map and Metes and Bounds Description



ACQUISITION MAP
 MAP OF PROPERTY TO BE ACQUIRED BY
 THE VILLAGE OF HAVERSTRAW
 AS SHOWN ON THE TOWN OF HAVERSTRAW TAX MAPS
 AS SECTION 27.09, BLOCK 1, LOT 3
 TOWN OF HAVERSTRAW
 RECORD MAP NO. 10, 2007 SCALE: 1 IN. = 50 FT.

MAP NO. 1395-13
 1395-13
 1395-13

THIS MAP WAS PREPARED FOR THE TOWN OF HAVERSTRAW
 COUNTY CLERK'S OFFICE
 DATE: _____ VALID TO: _____
 THIS MAP WAS RECORDED IN THE TOWN OF HAVERSTRAW
 OFFICE ON: _____ IN BOOK: _____ PAGE: _____
 AS MAP NO. _____
 FILED FOR RECORDEE TO THE CLERK'S OFFICE
 RECORD NO. _____
 FILED AND PRINTED: _____ DATE: _____

LAND AND WATER AVAILABLE
 UNDEVELOPED AREA = 7,000 ACRES
 WATER AREA = 500 ACRES



NOTE: THE SURVEYOR GENERAL OF THE STATE OF NEW YORK HAS REVIEWED THIS MAP AND CERTIFICATE OF MAPPING AND HAS FOUND THAT IT CONFORMS TO THE REQUIREMENTS OF SECTION 27 OF THE SURVEYING AND MAPPING LAW, CHAPTER 119, SECTION 27.09, OF THE VESSEL CODE, AND HAS THEREFORE ISSUED THIS CERTIFICATE OF MAPPING.
 STATE OF NEW YORK
 SURVEYOR GENERAL
 N.Y.S. 1000

BENCHMARK TITLE AGENCY, LLC

Title No. BTA63853

SCHEDULE A (continued)

RUNNING THENCE along the center line of Allison Avenue and lands of Liberty Street Realty Co., South 21 degrees 54 minutes West, 63.51 feet;

THENCE through lands of Excelsior-Haverstraw Inc., (1) North 0 degrees 26 minutes West, 61.37 feet (2) North 85 degrees 26 minutes 30 seconds East, 28.53 feet to the point of place of BEGINNING.

COMPOSITE DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York, being more fully bounded and described as follows:

BEGINNING at a point at the northwest terminus of the right of way of Allison Avenue;

RUNNING THENCE along the northerly and westerly line of lands now or formerly of ECK-LK, LLC (Tax Lot 27.46-1-77) the following two (2) courses and distances:

- 1) North 86 degrees 01' 23" West, 148.62 feet;
- 2) South 03 degrees 58' 37" West, 75.00 feet; THENCE
- 3) North 85 degrees 55' 23" West, 66.50 feet along the northerly right of way line of Broad Street; THENCE
- 4) North 03 degrees 45' 37" East, 139.91 feet along the easterly right of way line of liberty Street; RUNNING THENCE along the line of lands now or formerly of Mirant NY, Inc. (Tax Lot 27.05-2-6) the following eight (8) courses and distances:
 - 5) North 78 degrees 42' 27" East, 367.88 feet;
 - 6) North 20 degrees 56' 27" East, 115.92 feet;
 - 7) North 26 degrees 07' 23" West, 94.07 feet;
 - 8) North 14 degrees 06' 23" West, 207.97 feet;
 - 9) North 84 degrees 53' 07" East, 256.10 feet;
 - 10) South 73 degrees 16' 53" East, 100.00 feet;

BENCHMARK TITLE AGENCY, LLC

Title No. BTA63853

SCHEDULE A (continued)

- 11) North 85 degrees 13' 07" East, 119.97 feet into Hudson River;
- 12) North 77 degrees 05' East, 416 feet thru the Hudson River; RUNNING THENCE thru the Hudson River the following three (3) courses and distances:
- 13) South 06 degrees 20' East 160 feet;
- 14) South 77 degrees 05' West 420 feet;
- 15) South 04 degrees 54' 23" East, 525.48 feet; RUNNING THENCE along the northerly line of lands now or formerly of Thomas Dariani & Eric Applebaum (Tax Lot 27.46-1-80) the following three (3) courses and distances:
- 16) South 84 degrees 20' 37" West, 272.12 feet partially thru the Hudson River;
- 17) North 02 degrees 59' 23" West, 38.53 feet;
- 18) North 86 degrees 01' 23" West, 331.21 feet; THENCE
- 19) North 03 degrees 58' 37" East, 36.70 feet along the easterly right of way line of Allison Avenue;
- RUNNING THENCE along the southerly and easterly line of lands now or formerly of John & Mary Hughes (Tax Lot 27.46-1-78) the following three (3) courses and distances:
- 20) North 86 degrees 40' 37" East, 48.50 feet;
- 21) North 60 degrees 26' 37" East, 18.72 feet;
- 22) North 09 degrees 38' 37" East 103.74 feet; THENCE
- 23) North 86 degrees 01' 23" West, 105.96 feet along the northerly line of lands now or formerly of John & Mary Hughes (Tax Lot 27.46-1-78) and the northerly terminus of the right of way of Allison Avenue; THENCE
- 24) South 13 degrees 39' West 60.43' to the point or place of BEGINNING.

FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

Damiani Site Metes and Bounds Description

B11A73867

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the ²⁵ day of ^{APRIL} ~~March~~, in the year 2016

BETWEEN

DAVID L. ORENSTEIN, Trustee of Warde Electric Contracting Inc. Pension Trust, Warde Electric Contracting Inc. Profit Sharing Plan & Trust, LAB Electrical Sales Corp. Pension Trust, LAB Electrical Sales Corp. Profit Sharing Plan & Trust and THOMAS DAMIANI, each at ~~75 North Street, Pittsfield, MA 01201~~ ^{ONE Luact, New City NY 10954}

party of the first part, and

VILLAGE OF HAVERSTRAW, a New York State municipality, 40 New Main Street, Haverstraw, New York 10927,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred Fifty Thousand dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

Parcel 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Haverstraw, Town of Haverstraw, Rockland County and State of New York, bounded and described as follows, viz:

BEGINNING at a point distant South 80° 15' East 71 feet from the point of intersection of the easterly line of Allison Street and the southerly line of Broad Street; running thence

- (1) South 80° 15' East to the original High Water Line of the Hudson River; running thence
- (2) southerly and southeasterly and along the original High Water Line of the Hudson River to a point therein formed by the intersection of the said original High Water Line of the Hudson River with the lands now or formerly of D.D. and T. Smith and formerly occupied by the North River Steamboat. Company; running thence
- (3) along the said lands of said Smith North 75° 53' west to a point marked by an iron monument: running thence.
- (4) still along lands formerly of D.D. and T. Smith South 25° 17' West 42 feet to an old iron pipe in the ground; running thence
- (5) North 81° 38' West 95 feet to the center of an old well and land formerly of H.M. Peck; running thence
- (6) along the land now or formerly of Taylor North 39° 54' East 54.6 feet to land now or formerly of McElroy; running thence
- (7) along the lands now or formerly of McElroy South 75° 43' East 8.5 feet; running thence
- (8) along the foot of the retaining wall and along land now or formerly of McElroy and other lands now or formerly of Jeanett S. Hedges and others North 11° 23' East 114.78 feet to the point or place of BEGINNING.

Parcel 2

ALL, that certain lot, piece or parcel of land formerly under the waters of the Hudson River, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York, bounded and described as follows, viz;

BEGINNING at the point of intersection of the High Water Line of Hudson River with the boundary line between the property of Sinclair Refining Co. and the property of the Cornell Steamboat Company, said point being North 37° 30' and 40" East 198.96 from a, cross cut on the concrete platform at the toot of Main Street; thence

- (1) along said High Water Line North 14° 25' West 57.5 feet and. North 3° 37' and 20" East 84.85 feet to the point of intersection with the boundary line between the property of Sinclair Refining Co. and. the property of the 'Excelsior Brick Company; thence

H
3

(2) into the waters of Hudson River the following bearings and distances:

- a. South 87° 4' 30" East 433.29 feet
- b. South 83° 11' 10" West 235.58 feet
- c. South 1° 33' West 59.5 feet
- d. South 7° 9' West 40.51 feet and.
- e. North 87° 4' and 30" West 183.5 feet to the point of BEGINNING.

TOGETHER with all right, title and interest of the party of the first part, if any, in and to:

- (1) a strip of land about 21 feet wide lying North of the premises described herein as Parcel 1, and extending Westerly from the original high water line of the: Hudson River approximately 75 feet to a retaining wall; and
- (2) a certain strip, sliver or parcel of land lying between the northerly boundary lines of the property of Cornell Steamboat Company and the premises described as Parcel 2.

The premises commonly known as: 87 Main Street Haverstraw, NY

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.


AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



 Thomas Damiani



 David L. Oranstein,
 Trustee

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of ROCKLAND, ss:

On the 1ST day of APRIL in the year 2016, before me, the undersigned, personally appeared

THOMAS DAMIANI

, 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.

Edward P. Keller
Notary Public, State of New York
No. 44-71432-3
Qualified in Rockland County
Comm. Expires 2018

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed with covenant against Grantors Acts

Title No. _____

TO

DISTRIBUTED BY

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 28 day of April in the year 2016, before me, the undersigned, personally appeared

David L. Rosenfeld

, 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.

LISA M. PEJRIL
Notary Public, State of New York
No. 01PE6118980
Qualified in Rockland County
Commission Expires November 22, 2016

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

* State of _____, County of _____, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of _____ in the year _____, before me the undersigned 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), 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, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION H27.46
BLOCK 1
LOT 80
COUNTY OR TOWN Haverstraw

RETURN BY MAIL TO:

Jay Hood, Jr.
Hood, Hood & Hood
217 Route 9W
Haverstraw New York 10927

POP 73867

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 7th day of APRIL, in the year 2016

BETWEEN

DAVID L. ORENSTEIN, Trustee of Warde Electric Contracting Inc. Pension Trust, Warde Electric Contracting Inc. Profit Sharing Plan & Trust, LAB Electrical Sales Corp. Pension Trust, LAB Electrical Sales Corp. Profit Sharing Plan & Trust and THOMAS DAMIANI, each at ~~75 North Street, Pittsfield, MA 01201~~ **One Lisa Ct, New City, NY 10950**

party of the first part, and

VILLAGE OF HAVERSTRAW, a New York State municipality, 40 New Main Street, Haverstraw, New York 10927,
party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred Fifty Thousand dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Haverstraw, Town of Haverstraw, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at the northwest corner of the lot hereby intended to be conveyed at an iron post driven in the ground eighteen (18) inches north from the southeast corner, of the office of said Ira M. Hedges there standing; thence

- (1) northeast along land now or formerly of Ira M. Hedges 205 feet 6 inches to an iron bolt in the string piece of the dock along the Hudson River, being twelve (12) inches north of the storehouse thereon;
- (2) thence south along said river and dock to the northeast corner of land of the heirs of William T. Garner, deceased; thence
- (3) along the north line of said heirs' land to the northeast corner of land of Rosa Smith;
- (4) thence northeasterly across the street leading to said dock 33 feet to the point or place of beginning.

The premises commonly known as: 87 Main Street Haverstraw, NY

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Thomas Damiani
Thomas Damiani

David L. Orenstein
David L. Orenstein, Trustee

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ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 1st day of April in the year 2016
before me, the undersigned, personally appeared

THOMAS DAMIANI

, 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.

Edward P. Kallen

EDWARD P. KALLEN
Notary Public, State of New York
No. 44-7143690
Qualified in Rockland County
Comm. Expires Sept 30, 2018

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 28 day of April in the year 2016
before me, the undersigned, personally appeared

David L. Oranstein

, 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.

Lisa M. Pejaril
Notary Public, State of New York
No. 01PE6118980
Qualified in Westchester County
Commission Expires November 9, 2017

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

* State of _____, County of _____, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of _____ in the year _____, before me the undersigned 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), 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, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

Bargain and Sale Deed with covenant against Grantors Acts

SECTION H27.46
BLOCK 1
LOT 81
COUNTY OR TOWN Haverstraw

Title No. _____

TO

RETURN BY MAIL TO:

DISTRIBUTED BY

Jay Hood, Jr.
Hood, Hood & Hood
217 Route 9W
Haverstraw New York 10927

EXHIBIT B

**DEVELOPMENT AGREEMENT
(attached behind)**

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (“**Development Agreement**”) is made as of this ³⁰ day of August, 2022 (“**Effective Date**”), by and among Haverstraw Community Chair Factory LLC (“**Master Developer**”), a limited liability company organized under the laws of the state of New York and authorized to transact business in the State of New York, having its principal offices at 1046 New York Avenue, Unit A, Huntington Station, New York 11746, and the Village of Haverstraw (“**Village**”), a New York municipal corporation, with offices at 40 New Main Street, Haverstraw, New York 10927. The Village and Master Developer are collectively referred to herein as the “**Parties.**”

WHEREAS, the Village owns certain waterfront properties which include: (i) an approximately 9.71-acre peninsula (inclusive of some submerged land) identified on the Town of Haverstraw Tax Map as Section 27.09, Block 1, Lot 3 (“**Chair Factory Site**”); and (ii) a series of adjoining parcels consisting of approximately 1.45 acres, identified on the Town of Haverstraw Tax Map as Section 27.46, Block 1, Lots 80 and 81 (“**Damiani Site**”), and collectively with the Chair Factory Site and all riparian rights appurtenant thereto, the “**Project Site**” or “**Property**”). The approximate legal descriptions pertaining to the Project Site are attached hereto as Exhibit “A”; and

WHEREAS, on or about July 20, 2021, the Village issued a Request for Proposals (“**RFP**”) seeking proposals for the purchase and redevelopment of the Project Site with a pedestrian-friendly, mixed-use development with public and private amenities that would serve as an anchor for the Village’s Downtown by attracting economic activity to the area year-round that could incorporate commercial and residential uses; and

WHEREAS, the Village received four (4) responses to the RFP from development companies including Master Developer; and

WHEREAS, the Master Developer, along with its development partners, responded to the RFP with a conceptual redevelopment plan to create a mixed-use development consisting of mixed income housing options, retail and restaurants, a hotel and museum, a continuous waterfront promenade, and public spaces in the form of plazas and path (as further described as the Target Program in Section 2.02 hereof, collectively, the “**Project**”), all designed to create an anchor use for the downtown and general year round economic activity; and

WHEREAS, on February 9, 2022, the Master Developer was selected by the Village as the Preferred Master Developer to redevelop the Project Site with the Project; and

WHEREAS, the Parties agree and acknowledge that, although by this Agreement the Parties covenant in good faith to diligently and reasonably perform their obligations hereunder, including review of miscellaneous applications for development by the Master Developer, the Village cannot commit to any particular outcome, or future related proposed projects, until such time as it has complied with the State Environmental Quality Review Act and the regulations promulgated thereunder (“**SEQRA**”) and any other laws or

regulations governing the Village's land use review process, and that the covenants, conditions and agreements set forth herein are subject to and conditioned upon compliance with each of the findings and determinations to be made thereunder; and

WHEREAS, the Master Developer and the Village are entering into this Agreement in order to set forth certain understandings between them with respect to: (i) commencing environmental review of the Project under SEQRA; (ii) undertaking the review of a Conceptual Plan, Zoning Text Amendment and all other elements of the Project pursuant to the Village Zoning Code, and all other applicable laws and regulations; (iii) certain parameters of design flexibility intended to achieve the Village's development goals for the Property that will be further explored during the aforementioned SEQRA and land use review process; (iv) the Master Developer's pursuit of the Project in a timely and comprehensive manner; and (v) upon approval by the Village, conveyance of fee interest of the Project to Master Developer;

WHEREAS, in furtherance of the above, the Village Board has on this date approved this Agreement, and authorized execution of same by the Village Mayor on behalf of the Village; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree, as follows:

Article 1
PROJECT SITE

1.01 Project Site. The "**Project Site**" shall be comprised of the Chair Factory and the Damiani Site, as defined above and approximately described in Exhibit "A" attached hereto.

1.02 Master Developer Acquisition of an Interest in the Project Site. The Parties contemplate, subject to SEQRA and all other relevant local, state and federal laws, as well as the Master Developer securing the necessary approvals and permits to complete the Project, that the Village shall convey a fee simple interest in the Project Site or portions thereof if a phased development (inclusive of all easements, licenses and other access and development rights, as necessary to the remaining portions of the Project Site) to the Master Developer so Master Developer may complete the Project and own/maintain the land and various improvements thereon. Further, the Parties acknowledge that conveyance of the Project Site may occur in one or more phases the sub-parcels of which shall be determined by Master Developer, as necessary. The specific details of such conveyance shall be memorized in a Purchase and Sale Agreement ("**PSA**") to be negotiated and executed by the Parties simultaneously with the execution of this Development Agreement. As each phase of the Project Site is being developed, the Village shall grant to Master Developer the right to occupy other portions of the Project Site which have not yet been acquired by Master Developer, as well as any easements and/or construction licenses as may be necessary for the development and construction of the Project. Such to-be-negotiated license, access and easement agreements shall contain all representations, warranties, conditions, covenants, and agreements that are customary for a transaction of the nature described therein, including indemnification and insurance for when Master Developer accesses those portions of the Project Site.

1.03 Master Developer Additions to the Project Site. The Master Developer may in its sole reasonable discretion seek to purchase through a private sale additional private property nearby the Project Site to incorporate into the Project. In accordance with Section 2.04 herein, which recognizes that the Project requires a certain degree of design flexibility, should the Master Developer acquire additional private property, the Village hereby acknowledges that Master Developer may explore relocating portions of the Project to such property subject to the Master Developer receiving the requisite approvals from the Village. The Village shall also use good faith efforts to assist Master Developer in acquiring properties owned by other municipal or governmental agencies, as determined by Master Developer, in the event same would reasonably benefit the Project, but shall not be obligated, nor expected to, utilize eminent domain authority to assist the Master Developer hereunder.

Article 2

PROJECT DESCRIPTION

2.01. The following subsection reflects the Parties' current mutual understanding of the conceptual redevelopment for the Project Site that could constitute the Project, subject to the preparation of the RAP (defined in Section 4.01), SEQRA and the Design Flexibility, creation of a new form-based or similar zoning code, and Municipal Review provisions set forth in Section 2.02 below.

2.02. Target Program. Based upon the Parties preliminary discussions in connection with the RFP, and subject to SEQRA and all other forth coming land use reviews, the Parties envision the following development thresholds and program to achieve the Parties' respective redevelopment goals for the Project Site. Dependent upon the land acquired and included within the Project Site, including, potentially, the privately-owned parcels identified in Section 2.03 below, the Master Developer shall seek to achieve the following target ranges to incorporate into the Project: (i) 200-450 multi-family residential units, with a goal of between 30% to 40% of said units qualifying as affordable units (*i.e.*, units marketed to individuals or household earning between 30% and 100% of the Rockland County, NY HUD Metro FMR Area Annual Median Income (AMI)) as determined by New York State Homes and Community Renewal, and in compliance with the Village's affordability requirements, (ii) 5,000 -20,000 square feet of commercial space, (iii) 5,000-15,000 square feet of event and cultural space, and (iv) an hospitality/hotel component with 100-200 keys (collectively, (i), (ii), (iii) and (iv) the "**Target Program**"). In addition, the proposed Project may include all or some of the infrastructure and amenities as defined in Article 3 hereof, and as may be amended from time to time as necessary. The Parties acknowledge that they will be exploring amendments to the Village Zoning Code in order to facilitate the Project. Nothing herein shall be interpreted as a guarantee that the Village will approve a Project design with a program meeting the commercial square footage and residential density maximums set forth herein, as all Village decision making concerning project approvals shall be premised upon the record prepared during the SEQRA and land use review process.

2.03 Expansion of Project Site. As acknowledged above, although the Village’s RFP explored the possibility of solely redeveloping the Project Site currently owned by the Village, the Master Developer may acquire additional privately owned properties and incorporate the same into the Project.

2.04 Design Flexibility and Municipal Review. The Parties acknowledge that nothing herein shall be construed as to commit the Village or Master Developer to any particular outcome regarding the Project, and the Village makes no representations as to the substance of any final approvals with respect to the Project until the public review process is completed and such approvals, if any, have been issued. The Parties further acknowledge that the Project and Target Program as described above may be modified during the Parties’ preparation of the RAP (defined below in section 4.01), and/or during the public review process to reflect SEQRA findings or other governmental findings and determinations required in connection with the Project, public and stakeholder sentiment, changing market conditions and availability of financing or other conditions that may impact Master Developer’s costs to complete the Project. The Parties further acknowledge that the Project as described above may be modified upon the Master Developer’s acquisition of additional private property pursuant to Section 2.03.

Article 3 **PROJECT IMPROVEMENTS**

3.01 Project Infrastructure. The term “**Project Infrastructure**” shall refer to all utility and all infrastructure improvements directly related to or necessary for the development of the Project, including, without limitation, storm and sanitary sewer facilities, gas, electric, potable water, telecommunications, waterfront restoration and development, shoreline stabilization, levees, floodwalls and dewatering equipment, retaining walls and slope stabilization measures, heat distribution, roadways, necessary traffic improvements and all other utility improvements and installations required as part of the Project. Project Infrastructure shall include both public and private infrastructure, the exact details or value of which are not yet discernable. For the purposes of this Agreement, the term “**Public Infrastructure**” shall mean the utilities and improvements referred to herein which are dedicated and accepted by the Village for the public benefit and use, which may be applied as consideration towards the Purchase Price as set forth in Article 8 below. For the purposes of this Agreement, the term “**Private Infrastructure**” shall mean the utilities and improvements referred to herein that are owned and maintained by the Master Developer, its successors and assigns, and which shall not be considered as consideration towards the Purchase Price, as set forth in Article 8 herein.

3.02 Public Amenities. “**Public Amenities**” shall refer to all improvements directly related to and supporting the recreational use of the Property by the public which may include (depending on financial resources, SEQRA and/or Site Plan review): (i) open space, including, without limitation, parks, plazas and the waterfront esplanade, (ii) pedestrian pathways, (iii) amphitheater, (iv) kayak launch point, (v) playground(s), (vi) picnic areas, (vii) public restrooms; (viii) landscaping in and adjacent to the Public Amenities, (ix) historic brick chimney, (x) boat slips, (xi) fishing/recreational pier, (xii) ferry landing, (xiii) sculptures. Identification of a potential Public Amenity herein does not, at this juncture,

guaranty it will be constructed, nor does it indicate whether the improvement will be privately or publicly funded, owned and maintained. The Parties shall work collaboratively to detail, value and allocate which Public Amenities may ultimately be designed, constructed, and utilized as consideration towards the Purchase Price as set forth in Article 8 herein.

3.03 Project Improvements. Project Infrastructure and Amenities shall be referred to, collectively herein as “Project Improvements.”

3.04 Cost. Provided the Parties have identified the requisite financing for the Project, the Project shall be responsible for all costs and expenses (both soft and hard costs) incurred in reviewing and designing Project Infrastructure and Public Amenities. The Parties shall use best efforts to jointly identify and obtain grants, public funding and financing, etc. to be utilized towards the cost of development of Public Infrastructure and Public Amenities. Funds received to further the development of Public Infrastructure and Public Amenities may be included as consideration for payment under the Purchase Price as defined in Article 8 herein.

3.05 Acquisition of Interest. Upon substantial completion of the Project Improvements the Master Developer shall convey an interest in a portion or all of the Project Improvements to the Village as determined by the Parties upon adoption of zoning or site plan approval at which time the Village will, in its sole discretion, choose the type of interest it desires to secure in the Project Improvements; provided, however, that financing requirements for certain Project components such as affordable housing may restrict which Project Improvements may or may not be able to be conveyed to Village. In the event the Village elects to accept dedication of the Project Improvements and fee title thereto, the Parties shall cooperate to effectuate the requisite legal instruments necessary to secure said interest. However, nothing herein shall be construed as an obligation or agreement by the Village to accept any offer of dedication in connection with the Project. In the event the Village elects to secure an easement or license with respect to the Project Improvements, the Parties shall cooperate in effectuating said rights.

Article 4

MILESTONES/REZONING/ENVIRONMENTAL REVIEW

4.01 Milestones: The Master Developer and Village shall work together diligently, commensurate with commercially reasonable efforts, to fulfill their respective obligations under this Development Agreement and all applicable laws. The Parties acknowledge and agree that it is important to establish a timeline, and while timeframes may be adjusted for a variety of reasons, the Parties agree to attempt to achieve the following Project milestones by the approximate dates and/or within the timeframes set forth below:

Milestone	Approximate Timeframe
Execution of PSA	Simultaneous with the execution of this Development Agreement
Preparation of Revitalization Action Plan (“RAP”)	90 days following execution of this Development Agreement

<ul style="list-style-type: none"> • Conceptual Master Development Plan • Conceptual zoning approach • Identify potential sources for public funding (including DRI, PILOTs (if applicable), LIHTC programs, etc.) 	
Submit Zoning Petition / Commence SEQRA Review of Zoning and Project	Ninety (90) days following adoption of RAP, subject to extension as may be required by the Parties
Completion of SEQRA Review	Goal to complete within minimum required statutory periods
Submission of Phase 1 Site Plan, sub-division and other necessary site-specific application(s) for Project	Five (5) months following adoption of Zoning and SEQRA
Submission of Public Funding Applications	Other than DRI Funding (which has already commenced), commencing upon adoption of RAP and subject to funding availability, and the reasonable availability of such application materials (e.g., third-party reporting, design and engineering, entitlements, etc.) as required to meet program thresholds, as determined by the applicable funding agencies
Closing	Three (3) months following final site-specific approval for Phase 1, subject to financing in place for any affordable housing component; Three months following final site-specific approval of any subsequent phase of development, subject to financing for said phase. The Closing for Phase 1, representing at least 25% of the total contemplated residential unit delivery, must occur within twelve (12) months after the satisfaction of all Purchaser Contingencies set forth in Section 12 of the PSA, but in no event later than the five (5) year anniversary of the Effective Date, unless otherwise agreed to by the parties hereto in writing (the “ Phase 1 Outside Closing Date ”). Each phase shall close upon receiving Local Approvals and upon closing of the financing for each phase; provided, however, that the Closing for all remaining phases of the Project must occur on or before the tenth (10th) anniversary of the

	date that the SEQRA findings are issued for Phase 1, unless otherwise agreed to by the parties hereto in writing (the “ Outside Closing Date ”).
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4.02. Downtown Revitalization Initiative (“DRI”). The Parties hereby acknowledge that the Village in cooperation with the Master Developer, has prepared and submitted to the Village DRI Team a list of proposed projects and associated materials (including, if necessary, construction cost estimates) for the DRI “open call” on April 1, 2022, seeking funds to revitalize the Village of Haverstraw downtown. Lists of eligible projects were submitted by VHB Engineering to the New York State DRI committee by July 29, 2022. It is anticipated that New York State will be making its selection of the award recipient by fall of 2022.

4.03 Other Public Funding Sources. The Master Developer and Village shall use each of its commercial reasonable efforts to identify potential public funding sources (including, but not limited to, grants, not-for-profit organizations, institutional organizational, and businesses). The Village shall, in accordance with the provisions of this Development Agreement and consistent with all applicable law, cooperate with the Master Developer’s attempts to secure public funding for the Project.

4.04 Acquisition of Private Land. As noted in Section 1.03, the Master Developer may in its reasonable discretion seek to purchase through a private sale additional private property nearby the Project Site to incorporate into the Project. Should the Master Developer acquire, or fail to acquire private lands, it is understood and accepted by all Parties that such action shall not alter the timing or process as defined Milestones, except by mutual agreement of the Parties.

Article 5
MUTUAL COOPERATION

5.01 Covenant of Good Faith and Fair Dealing. The Parties recognize that the successful planning and execution of the Project and their respective ability to perform their obligations under this Development Agreement will require extraordinary cooperation among themselves. Accordingly, this Development Agreement imposes an obligation of good faith and fair dealing on the Master Developer and the Village in the performance and enforcement of their respective rights and obligations and in the achievement and ultimate implementation of the Project. The Master Developer and the Village, with a shared commitment to honesty and integrity in the performance and administration of this Development Agreement, agree to the following mutual duties: (i) each will be held to a standard of good faith and fair dealing in the performance of its duties and obligations under this Development Agreement, (ii) each will function within the laws and statutes applicable to its duties and responsibilities, (iii) as appropriate, each will reasonably cooperate with the other hereunder, (iv) each will avoid hindering the other’s performance, (v) each will respond promptly and completely to the reasonable requests of the other, (vi) each will proceed to fulfill its obligations under this Development Agreement diligently and honestly, (vii) except as otherwise provided in this

Development Agreement for the giving or the withholding of a Party's consent, approval or the like in its or their sole discretion, each agrees to use all commercially reasonable efforts to discharge their respective obligations under this Development Agreement and to assist each other in discharging their obligations under this Development Agreement which are dependent in any measure on another Party's performance, (viii) each will cooperate in the common endeavor of completing the performance and administration of this Development Agreement and the consummation of the transactions contemplated by this Development Agreement in a timely and efficient manner, and (ix) each will give written notice to the other, as soon as practicably possible, of any intended meetings or communications (oral or written) with any governmental regulatory agencies having jurisdiction or input thereof, as relates to the any of the other contemplated Approvals herein, so as to give the opportunity for the other Party to attend or participate in such meetings or communications.

5.02 Village Approvals:

a. Subject to the provisions of Section 5.01 hereof, the Village shall conduct applicable public hearings on all applications/petitions for approvals for the Project under the jurisdiction of the Village Board ("**Village Board Approvals**," and collectively with all other Village approvals for the Project, the "**Village Approvals**"). The Master Developer shall cooperate in the Village Approvals processes.

b. The Master Developer agrees to use its commercially reasonable efforts to diligently seek and obtain any and all necessary Village Approvals for the Project. The Village shall cooperate with the Master Developer's efforts to secure any and all necessary Village Approvals, and agrees that it shall, in good faith and subject to SEQRA and all other applicable laws, diligently and reasonably perform its review obligations and cooperate with the Master Developer in obtaining its Approvals. Both parties acknowledge that by executing this Development Agreement, the Village is not committing to any outcome and/or issuing the Village Approvals, as such action is subject to the procedural and substantive requirements of SEQRA, as well as all other local, state and federal laws governing the land use review process, as applicable.

c. The Village agrees to cooperate with Master Developer and lend reasonable support to the Master Developer in Master Developer's pursuit of one or more real property tax exemptions under Article XI of the New York Private Housing Finance Law, a Payment in Lieu of Taxes (PILOT) agreement, Demolition and Remediation Funding, Grants, Funding Applications and other governmental supports and approvals as are reasonably necessary to realize the intended development of the Property.

5.03. Securing Approvals: Except as otherwise expressly provided in this Development Agreement, the Master Developer agrees to use its commercially reasonable efforts to diligently seek and obtain all of the Village Approvals in a timely manner, and agrees to actively pursue obtaining of the Approvals. The Village shall, at no cost or expense to it, cooperate and diligently work with the Master Developer's efforts to secure the Approvals. The Village, as owner of the Project Site, shall, subject to its review and approval, promptly execute any required applications for such Approvals. In the event of any potential

disapproval or non-approval, the Village shall advise the Master Developer of the reasons for the determination, and permit the Master Developer a reasonable opportunity to make commercially reasonable changes to the Project and/or Application(s) pending before the Village, provided, however, (i) such changes remain substantially and materially consistent with the proposal and presentation submitted by Master Developer in the RFP process, and (ii) the Parties acknowledge and agree that any such changes may not result in the issuance of any required Village Approvals in accordance with the terms and conditions herein.

5.04. Access to Project Site Prior to the Closing: The Village shall cooperate with Master Developer and take all reasonable measures in requesting that the owner of the Property provide Master Developer with access to the Project Site in an expeditious manner to enable the Master Developer to investigate the Project Site with respect to all environmental conditions or hazardous materials thereof. Prior to accessing the Project Site, the Parties shall enter into an access agreement as part of the PSA governing the Master Developer's right to access the Project Site, as well as the insurance and indemnity requirements in favor of the Village required to exercise such right of access. Furthermore, the Village shall cooperate with Master Developer and take all reasonable measures in providing Master Developer and/or any agents of New York State's Brownfield Cleanup Program (the "**BCP Agents**") with access to the Property in an expeditious manner to enable Master Developer's and/or BCP Agents' investigation (and potential remediation) of the Property with respect to all environmental conditions or hazardous materials thereof. Prior to conveying title to the Property, the Parties shall enter into and execute an access agreement (the "**BCP Access Agreement**") governing the Master Developer's and/or BCP Agents' right to access the Property, as well as the insurance and indemnity requirements in favor of the Seller required to exercise such right of access, as set forth herein.

Article 6 **EXCLUSIVITY**

6.01. The Village shall not enter into or offer or agree to enter into (nor shall the Village authorize or direct any representative to act on its behalf in connection with) any negotiation, discussion, or agreement with any other firm, person, or other entity with respect to the Project (or any similar project) proposed to be undertaken at the Project Site until the date of the expiration of this Development Agreement.

Article 7 **EXPENSES AND FUNDS**

7.01 Reimbursable Municipal Expenses. The Master Developer shall cover the reasonable costs and expenses paid by or invoiced to the Village for consultants to review the Project during the Village's review process, and for all other reasonable expenses incurred by or invoiced to the Village by its consultants in furtherance of the Village's review of the Project, including, without limitation, the reasonable costs of planning, engineering, legal, architectural and financial consultants incurred during the Village's required statutory/local law review of the RAP, SEQRA, zoning and land use review processes, administrative reviews during the building permit and certificates of occupancy stages, as well as any costs incurred in connection with the Village's acceptance of a Public Infrastructure dedication (collectively,

“**Reimbursable Municipal Expenses**”); provided, however, that all fees related to building permits, certificates of occupancy, etc. that are required to be paid by Master Developer shall be consistent with the standard fees prescribed by the Village which are applicable to any developer seeking to obtain same. The Village shall provide Master Developer with copies of all invoices along with reasonable supporting documentation of the Reimbursable Municipal Expenses on a monthly basis, with reasonable time for Master Developer to review and object to such invoices prior to Village issuing payment of same. The Parties hereby agree that the Master Developer shall fund a flexible escrow account (“**Escrow A**”) in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (“**Initial Funding**”). The Village shall use the funds in Escrow A to directly pay for invoices that have been submitted to Master Developer under the second column in the spreadsheet annexed hereto as Exhibit “D”, and not objected to by Master Developer. Upon the exhaustion of the Initial Funding, Master Developer shall deposit an additional Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) (“**Subsequent Funding**”) for the same purposes. **Once the funds deposited into Escrow A are exhausted, the Master Developer shall have no further obligation to pay for any Reimbursable Municipal Expenses other than as referenced on the spreadsheet annexed hereto as Exhibit “D” (e.g., the Developer shall remain responsible for paying the expenses categorized in the third and fourth columns in said spreadsheet), unless otherwise agreed to by Master Developer and Village provided same is reasonably necessary for the development of the Project (e.g. SWPPP review, construction inspection, etc.).** For purposes of clarity, and as set forth in more detail in the Escrow Agreement (defined below) the Developer shall also be responsible for paying those Reimbursable Municipal Expenses that are listed under the columns as “Escrow B” and “Paid by Developer Direct” on the spreadsheet annexed hereto as Exhibit “D.”

7.02 Escrow Agreement. Simultaneous with the execution of this Development Agreement, the Parties shall enter into an Escrow Agreement setting forth the obligations and limits of the Master Developer’s responsibility to pay the Reimbursable Municipal Expenses throughout the duration of the Project review through the issuance of final Certificates of Occupancy. A copy of the Escrow Agreement is attached hereto as Exhibit “B.”

Article 8
PURCHASE PRICE

8.01. Purchase Price. The Purchase Price for the Project Site shall be Nine Million Dollars (\$9,000,000.00) (the “**Purchase Price**”).

8.02. Apportionment of Purchase Price. The Purchase Price shall be calculated in two parts:

a. The purchase price for the portion of the Project Site allocated to the affordable multi-family component will be determined in accordance with the standards for New York State Low Income Housing Tax Credit processes, administered by the Housing Credit Agency, including, but not limited to an independent, third-party appraisal acceptable to the Project lender(s) and investor(s) (the “**AH Purchase Price**”); and

b. The purchase price for the portion of the Project Site allocated to market rate multi-family and all other project elements other than the affordable multi-family component, shall be the balance remaining of Purchase Price after subtracting the AH Purchase Price (the “**Market Purchase Price**”).

8.03. Payment of the Purchase Price. The Parties acknowledge and agree that the Purchase Price shall be paid as follows:

a. \$4,060,000.00 in cash (“**Cash Payment**”) with a credit of any cash payment made as part of the AH Purchase Price

b. The balance of the Purchase Price may be paid in:

(i) additional cash above the Cash Payment; or

(ii) through the development of Public Infrastructure and Public Amenities of equivalent value all of which shall be dedicated to the Village at completion. The Public Infrastructure and Public Amenities which may be credited towards the Purchaser Price are set forth in Exhibit “C” attached hereto. The specific Public Infrastructure and Public Amenities to be applied as equivalent value hereunder shall be determined by Master Developer upon the completion of the Village Approval process (including compliance with SEQRA), but no later than 30 days prior to Closing. The determination of value to be credited towards the Purchase Price shall be established by using the greater of an independent third party cost estimate or the RS Means / actual construction contract cost amount (“**Original Estimate**”), including actual cost increases due to change orders (for which the Purchase Price for subsequent phases shall be offset (“**Change Order Offset**”), provided that the Change Order Offset shall be capped at ten percent (10%) of the Original Estimate.

Performance Bonds for Incomplete Public Improvements at Closing. If any Public Infrastructure or Public Amenity to be used as consideration under this Section 8.03(b)(ii) is not completed¹ by Closing on the sale of the portion of the Project Site upon which said Public Infrastructure/Amenity shall be located, the Master Developer shall, at its election, either cause a performance bond(s) in a form acceptable to the Village Attorney and furnished by a company licensed to do business in the State of New York that is also listed on the most recent U.S. Department of Treasury Listing of Approved Sureties (Department Circular 570) with an underwriting limitation above the amount necessary to cover the cost of the work secured by said performance bond(s) to be posted by its general contractor or it shall cause the Village to be named as a dual obligee on the payment and performance bonds to be issued by its general contractor to its lender and/or tax credit investor. The amounts of said performance bond(s) shall be sufficient to cover all costs to complete the construction of the Public Infrastructure/Amenity that is the subject of said performance bond. The performance bond shall not expire until such time as the subject Public Improvement/Amenity is completed (as defined in footnote 1, below).

8.04. Development Grant Bonus. The parties recognize that the Master Developer and/or the Village may secure grants or other public funding, which may reduce the cost to construct the Project. To the extent that grants, or other public funding is secured by the Master Developer and/or the Village for the development of Public Infrastructure and/or Public Amenities identified herein on Exhibit "C" and the Purchase Price set forth in 8.01 has been paid in full pursuant to Section 8.03, then the Master Developer shall work in good faith and use its commercially reasonable efforts to assist the Village in redeeming some of its issued and outstanding bonds associated with the Project Site. For clarification, this Development Grant Bonus excludes savings from grants or other public funding otherwise allocated to the Project Purchase Price under Section 8.03 above. Additionally, all such grants or public funding shall exclude Low Income Tax Credit Program related funding, Historic Tax Credit Funding and Brownfield Tax Credit funding.

Article 9

REPRESENTATIONS AND WARRANTIES

9.01 Representations: The Village and Master Developer hereby represent and warrant for each of themselves, as follows:

a. The Village is a municipal corporation formed under the laws of the State of New York, has all necessary power to execute, deliver and carry out this Development Agreement and to perform all obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance thereof.

¹ For the purposes of this subsection 8.03(b)(ii), the term "complete" shall mean the Village issuing a final Certificate of Occupancy in the case of buildings, or Village approval of site work in conformance with the approved site plan, as the case may be.

b. The Master Developer is a limited liability company duly formed and organized under the laws of the State of New York and duly qualified to conduct business in the State of New York, has all necessary power to execute, deliver and carry out this Development Agreement and to perform all obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance hereof.

c. This Development Agreement has been duly authorized by the Village and the Master Developer by all requisite action on their respective parts.

d. This Development Agreement shall constitute the legal, valid and binding obligation of the Village and the Master Developer, respectively, enforceable against them in accordance with the terms and conditions herein except as may be limited by applicable law.

9.02 Specific Representations and Warranties by Village: The Village hereby represents and warrants to the Master Developer that the following is true as of the Effective Date:

a. There are no voluntary actions pending or contemplated, nor, to the best of the Village's knowledge, involuntary actions pending or threatened, against the Village, pertaining to the Project Site, including, but not limited to bankruptcy, reorganization, arrangement, insolvency or similar federal or state statute that would prevent or limit the Village's ability to enter into this Development Agreement and/or transfer the Project Site to the Master Developer.

9.03. Further Representations. The PSA shall contain certain representations and/or warranties as to the physical nature or environmental condition of the Project Site.

Article 10 **DEFAULT/TERMINATION**

10.01 Master Developer Default: In the event that the Master Developer fails to materially comply with any of the terms and conditions of this Development Agreement and the Master Developer fails to cure such default within ninety (90) days after written notice from the Village, or, with respect to defaults not reasonably capable of cure within 90 days, fails to commence to cure such default within such 90-day period and thereafter fails to diligently prosecute such cure, then the Village may in its discretion terminate this Development Agreement, in which event:

a. the Master Developer shall promptly pay to the Village upon demand any outstanding Reimbursable Municipal Expenses to the extent same are not paid or reimbursed from the Escrow Accounts or the Village shall refund to the Master Developer any excess amounts held in the Escrow Accounts; and

b. the Master Developer shall provide the Village with copies of any and all non-proprietary work product, studies, analyses and any other materials or documentation prepared

in relation to the Project, which material and documents the Village or its assignee may use in its sole discretion in furtherance of the redevelopment of all or any portion of the Project Site.

Thereafter neither Party shall have any obligations or liabilities to the other, except that Sections 7.01, 11.10, and any other section where it is expressly stated, shall survive the termination of this Development Agreement.

10.02 Village Default:

a. In the event that the Village fails to materially comply with any of the terms and conditions of this Development Agreement and the Village fails to cure such default within ninety (90) days after written notice from the Master Developer, or, with respect to defaults not reasonably capable of cure within 90 days, fails to commence to cure such default within such 90-day period and thereafter fails to diligently prosecute such cure, then the Master Developer may in its discretion terminate this Development Agreement, and thereafter neither Party shall have any obligations or liabilities to the other except as otherwise set forth herein.

b. In no event shall any condition or limitation on uses, or reduction in the overall floor area and/or density of the Project, or other modifications required by the Village under SEQRA or in connection with any Village Approvals, or the failure of the Village Board to undertake or exercise any legislative action on its part, constitute a default by the Village. Nor shall any other good faith action taken by the Village in the exercise or performance of any of its legislative, regulatory, policing or permitting functions or obligations in relation to the Project be considered a default by the Village, provided, however, that the Village hereby agrees to operate in good faith with respect to reviewing Master Developer's applications for its public approvals for the Project. In addition to the foregoing remedies, in the event that an Event of Default set forth under Section 23 of the PSA occurs, Master Developer shall have the right to initiate a suit seeking specific performance by the Seller (as defined in the PSA) of the provisions of this PSA and injunctive relief, consistent with this Development Agreement. All rights and remedies under this Development Agreement are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

10.03 Master Developer Termination: Notwithstanding anything to the contrary in this Development Agreement, and in addition to all other rights and remedies available, the Master Developer shall have the right to terminate this Development Agreement at any time in its sole discretion for any reason or no reason whatsoever (and in the event the PSA is terminated this Development Agreement shall also automatically terminate), in which event (i) the Village shall refund to the Master Developer any excess amounts held in the Escrow Accounts after payment of all outstanding Reimbursable Municipal Expenses submitted in accordance with the Escrow Agreement, or, if there are insufficient funds in the Escrow Accounts to cover all Reimbursable Municipal Expenses submitted in accordance with the Escrow Agreement, the Master Developer shall pay the Village directly such outstanding amounts of Reimbursable Municipal Expenses, and (ii) Master Developer shall release and assign any and all rights and interests it

has in drawings, plans, and/or designs for the Project to Village, and thereafter neither Party shall have any obligations or liabilities to the other except as otherwise set forth herein.

10.04 Unavoidable Delay:

a. *Definition.* For purposes of this Development Agreement, “**Unavoidable Delay**” shall mean any delay, obstruction, or interference resulting from any act or event which has a material adverse effect on a Party’s obligations to perform under this Development Agreement, provided that such act or event is beyond the reasonable control of such Party, including without limitation, approvals from federal, State or county agencies, and was not separately, concurrently or partially caused by any negligent or willful act or omission of such Party, and provided that such act or event could not have been prevented by reasonable action on such Party’s part and such Party asserting such act or event has used its best efforts to remedy the delaying condition in an expedient and efficient manner, including, without limitation, acts of force majeure. Unavoidable Delay shall not include changes in market conditions or increased costs of construction or financing.

b. *Effect of Third-Party Proceeding.* If a third party, unrelated to the parties to this Development Agreement commences a legal action or proceeding (“**Proceeding**”), which seeks to prevent the Master Developer from (x) obtaining or retaining any Village Approval(s), or (y) obtaining or retaining a building permit or performing work on the Project pursuant to a building permit, or as a result of which financing for the construction of the Project cannot be obtained upon commercially reasonable terms, or if committed, is temporarily suspended, and as a result thereof and notwithstanding the diligent, good faith defense by the Master Developer of any such Proceeding (if the Master Developer is a defendant or respondent therein), the Master Developer is delayed or prohibited from timely complying with its obligations hereunder, the pendency of such Proceeding shall be deemed an Unavoidable Delay, and deadlines imposed herein shall be extended by the number of days of actual delay caused by any such injunction for purposes of determining whether the Master Developer is in default hereunder. However, an injunction which arises from the Master Developer’s violation of law in the manner in which the Master Developer is constructing the Project (as opposed to the process in which it obtained its Village Approvals) shall not excuse timely performance hereunder.

Article 11
MISCELLANEOUS

11.01 Expiration/Modifications: This Development Agreement shall expire upon the earlier of a termination by one of the Parties, or the issuance of all final Certificates of Occupancy for all phases of the Project, or such Assignment as covered in Section 11.05 hereunder. Until such time, this Development Agreement shall not be modified or supplemented, except by an instrument in writing signed by the Parties.

11.02 Entire Agreement: This Development Agreement (together with any schedules and exhibits hereto), sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements (written and oral), arrangements, negotiations or understandings among the Parties and shall inure to and bind the successors and

assigns of the respective Parties hereto and shall not be modified or supplemented except by an instrument in writing signed by the Parties.

C11.03 Partial Invalidity: If any term or provision of this Development Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Development Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.04 Recitals: The recitals set forth above shall be incorporated into, and shall form a part of, this Development Agreement.

11.05 Assignment: Both this Development Agreement and the PSA may, subject to the sole consent of the Village (which shall not be unreasonably withheld, conditioned or delayed), be assigned by Master Developer to an “**Authorized Transferee.**” The term “Authorized Transferee” shall mean an entity whose principals collectively have: (i) a demonstrated history of success in constructing, owning and/or operating residential and/or commercial development of a kind relevant to the obligations Master Developer seeks to assign; (ii) sufficient capital, or access thereto, to carry out the obligations that Master Developer seeks to assign; (iii) has not, and its principals have not, defaulted on any contract with the Village; and (iv) has an identified and demonstrated team capable of completing and/or operating the obligations Master Developer seeks to assign in accordance with the terms and conditions of this Development Agreement and any Approvals issued for the Project. Notwithstanding the foregoing, Master Developer may assign this Development Agreement and/or the PSA to a “**Permitted Transferee**”, upon ten (10) days advance written notice to the Village without the Village’s consent. For purposes of the preceding sentence, the term “permitted transferee” shall mean a newly formed single purpose entity formed for the purpose of developing the Project, which is related party under the same control as Master Developer, or whose managing member is wholly owned or controlled by the Master Developer.

11.06 Governing Law: This Development Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of New York without regard to its principles of conflicts of laws.

11.07 Waiver of Trial by Jury: The Village and the Master Developer hereby irrevocably and unconditionally waive any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to this Development Agreement.

11.08 Jurisdiction: Each Party agrees to submit to personal jurisdiction in the State of New York, sitting in Rockland County, in any action or proceeding arising out of this Development Agreement and, in furtherance of such agreement, each Party hereby agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Rockland County and that any process or notice of motion or other application to any such court in connection with any such action or proceeding

may be served upon each Party as provided for in the New York State Civil Practice Laws and Rules.

11.09 Legal Fees: The Parties shall be responsible for their own defense and legal fees in connection with any other action or proceeding involving the Project, including those incurred in defending the contemplated development and Project against any and all lawsuits or other legal challenges or opposition and, to preserve and enable the consummation thereof. Provided however, that the Village shall have no liability for any legal proceeding, judgment or fees incurred in connection with the Master Developer's potential acquisition of privately owned properties. Additionally, the Master Developer shall indemnify and hold the Village harmless against any and all claims, costs, expenses, including reasonable legal fees, with respect to any legal proceeding involving Master Developer's potential acquisition of privately owned properties. If appropriate, the Parties shall coordinate any such legal efforts in furtherance of the Project. Each Party shall be responsible for its respective costs in defense of any CPLR Article 78 litigation proceeding in which it is named a party.

11.10 Standing: Nothing contained in this Development Agreement shall be deemed to vest any rights in a third party. Third parties, including but not limited to residents of the Village, shall not have standing to enforce any part of this Development Agreement.

11.11 Conflict of Interests: No member, official, agent or employee of the Village shall have any personal interest, direct or indirect, in this Development Agreement, nor shall any such member, official, agent or employee of the Village participate in any decision relating to this Development Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

11.12 Effectiveness: This Development Agreement shall become effective as of the date hereof on the execution hereof by all of the Parties hereto. The provisions of this Development Agreement shall be integrated into and otherwise superseded by the terms and conditions to be included in any Development Agreement to be negotiated hereunder.

11.13 Counterparts: This Development Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

11.14 Notices: All notices, consents, approvals and required agreements of the Parties under this Development Agreement ("**Notices**") shall be in writing and shall be delivered either personally (receipt acknowledged), or, by certified mail or recognized overnight carrier, in either case, return receipt requested, shall be addressed to the respective Parties at the addresses first written above and shall be deemed served on the date of delivery or the date of refusal as shown on a return receipt, as the case may be. Notices provided by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the Parties themselves. Copies of Notices shall be simultaneously sent to:

If to the Village:

Michael F. Kohut
Mayor of the Village
Haverstraw Village Hall

40 New Main Street
Haverstraw, New York 10927
(E) michael.kohut@vohny.gov

With A Copy To:

Zarin & Steinmetz
Attn: David Cooper, Esq.
Village Counsel
81 Main Street, Suite 415
White Plains, NY 10601
(E) dcooper@zarin-steinmetz.com

If to Master Developer:

Haverstraw Community Chair Factory LLC
c/o MPACT Collective
Attn. Ryan Porter
1046 New York Avenue, Suite A
Huntington Station, NY 11746
(E) rporter@mpactcollective.com

And a Copy To:

Haverstraw Community Chair Factory LLC
c/o Pennrose NY LLC
Attn: Dylan J. Salmons
45 Main Street, Suite 539
Brooklyn, NY 11201
(E) dsalmons@pennrose.com

And a copy to:

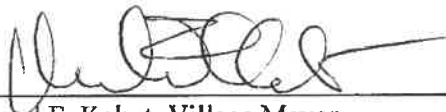
Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Phone: (716) 856-1700
Attn: Steven J. Weiss, Esq.
(E) sweiss@chwattys.com

Each of the Parties hereto shall promptly notify each other of the change of their respective addresses.

IN WITNESS WHEREOF, the Village and Master Developer have each caused this Development Agreement to be duly executed by their duly authorized representatives as of the day and year first above written.

Village of Haverstraw

By:



Michael F. Kohut, Village Mayor

**HAVERSTRAW COMMUNITY CHAIR
FACTORY LLC**

MPACT HAVERSTRAW LLC,
a New York limited liability company

By: _____

Name: Ryan Porter

Title: Authorized Signatory

AND

PENNROSE NY DEVELOPER LLC,
a Pennsylvania limited liability company

By: Pennrose LLC,
its Managing Member

By: _____

Name: Timothy I. Henkel

Title: President

IN WITNESS WHEREOF, the Village and Master Developer have each caused this Development Agreement to be duly executed by their duly authorized representatives as of the day and year first above written.

Village of Haverstraw

By:

Michael F. Kohut, Village Mayor

**Haverstraw Community Chair
Factory LLC**

MPACT Haverstraw LLC,
a New York limited liability company

By: _____
Name: Ryan Porter
Title: Authorized Signatory

AND

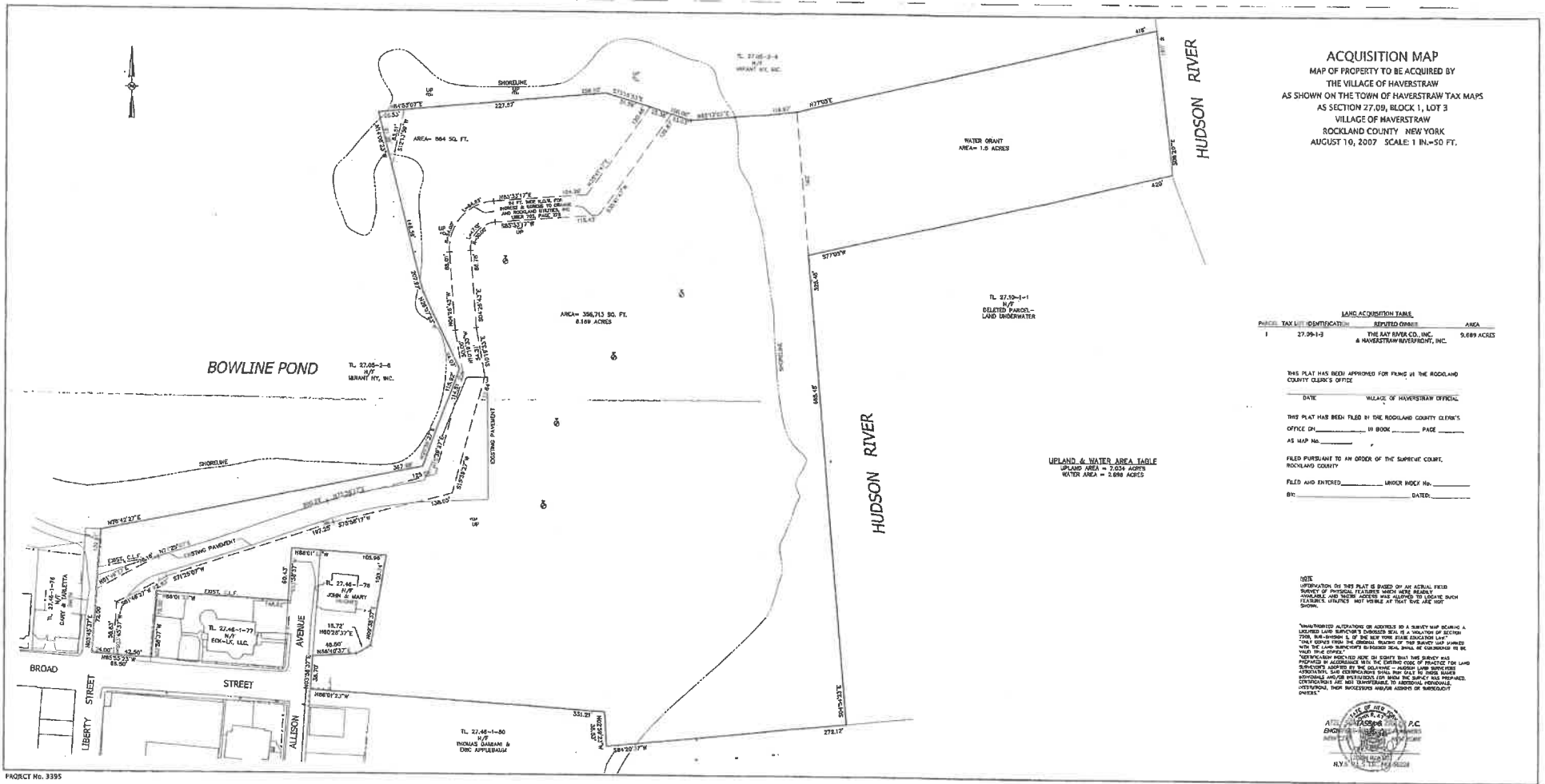
Pennrose NY Developer LLC,
a Pennsylvania limited liability company

By: Pennrose LLC,
its Managing Member

By: _____
Name: Timothy I. Henkel
Title: President

EXHIBIT A
Approximate Legal Description of Project Site
(attached behind)

Chair Factory Site Acquisition Map and Metes and Bounds Description



ACQUISITION MAP
 MAP OF PROPERTY TO BE ACQUIRED BY
 THE VILLAGE OF HAVERSTRAW
 AS SHOWN ON THE TOWN OF HAVERSTRAW TAX MAPS
 AS SECTION 27.09, BLOCK 1, LOT 3
 VILLAGE OF HAVERSTRAW
 ROCKLAND COUNTY NEW YORK
 AUGUST 10, 2007 SCALE: 1 IN.=50 FT.

PARCEL	TAX MAP IDENTIFICATION	REPORTED OWNER	AREA
1	27.09-1-3	THE BAY BANK CO., INC. & HAVERSTRAW INVESTMENT, INC.	9.689 ACRES

THIS PLAT HAS BEEN APPROVED FOR FILING IN THE ROCKLAND COUNTY CLERK'S OFFICE
 DATE: _____ VILLAGE OF HAVERSTRAW OFFICIAL
 THIS PLAT HAS BEEN FILED IN THE ROCKLAND COUNTY CLERK'S OFFICE ON _____ IN BOOK _____ PAGE _____ AS MAP No. _____
 FILED PURSUANT TO AN ORDER OF THE SURVEYOR COURT, ROCKLAND COUNTY
 FILED AND ENTERED _____ UNDER BOOK No. _____ BY: _____ DATED: _____

NOTE
 INFORMATION ON THIS PLAT IS BASED ON AN AERIAL FIELD SURVEY OF PHYSICAL FEATURES WHICH WERE READILY AVAILABLE AND NEARLY ALL ARE ALIGNED TO LOCATE SUCH FEATURES. UTILITIES NOT VISIBLE AT THAT TIME ARE NOT SHOWN.
 *UNAPPORTIONED ADDITIONS OR DEVIATIONS IN A SURVEY THAT SHOWING A LIMITED LAND SURVEY'S DIMENSIONS SHALL BE A VALIDATION OF SECTION 2709, PARAGRAPH 1, OF THE NEW YORK STATE EASEMENTS LAW. *THEY COULD VARY THE ORIGINAL NUMBER OF THIS SURVEY AND JURESSO WITH THE LAND SURVEYOR'S RECORD THAT SHALL BE CONSIDERED TO BE THE TRUE COPY.
 *NOTICIOUSLY POSTED NOTICE OF SURVEY HAS BEEN PROVIDED BY ACCORDANCE WITH THE COMMON PRACTICE OF PRACTICE THE LAND SURVEYOR ADVISED BY THE VILLAGE - HUDSON LAND SURVEYOR'S RECORDS. *SEE RELEVANT RECORDS FOR DATE OF SURVEY. *SURVEYING METHOD AND RECORDS FROM WHICH THE SURVEY WAS PREPARED. *DIMENSIONS ARE NOT NECESSARILY TO A SUFFICIENTLY NEARLY IDENTICAL WITH THE SURVEYOR'S ORIGINAL RECORDS OR RECORDS OF HIS/HERS.



BENCHMARK TITLE AGENCY, LLC

Title No. BTA63853

SCHEDULE A (continued)

RUNNING THENCE along the center line of Allison Avenue and lands of Liberty Street Realty Co., South 21 degrees 54 minutes West, 63.51 feet;

THENCE through lands of Excelsior-Haverstraw Inc., (1) North 0 degrees 26 minutes West, 61.37 feet (2) North 85 degrees 26 minutes 30 seconds East, 28.53 feet to the point of place of BEGINNING.

COMPOSITE DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York, being more fully bounded and described as follows:

BEGINNING at a point at the northwest terminus of the right of way of Allison Avenue;

RUNNING THENCE along the northerly and westerly line of lands now or formerly of ECK-LK, LLC (Tax Lot 27.46-1-77) the following two (2) courses and distances:

- 1) North 86 degrees 01' 23" West, 148.62 feet;
- 2) South 03 degrees 58' 37" West, 75.00 feet; THENCE
- 3) North 85 degrees 55' 23" West, 66.50 feet along the northerly right of way line of Broad Street; THENCE
- 4) North 03 degrees 45' 37" East, 139.91 feet along the easterly right of way line of liberty Street; RUNNING THENCE along the line of lands now or formerly of Mirant NY, Inc. (Tax Lot 27.05-2-6) the following eight (8) courses and distances:
 - 5) North 78 degrees 42' 27" East, 367.88 feet;
 - 6) North 20 degrees 56' 27" East, 115.92 feet;
 - 7) North 26 degrees 07' 23" West, 94.07 feet;
 - 8) North 14 degrees 06' 23" West, 207.97 feet;
 - 9) North 84 degrees 53' 07" East, 256.10 feet;
 - 10) South 73 degrees 16' 53" East, 100.00 feet;

BENCHMARK TITLE AGENCY, LLC

Title No. BTA63853

SCHEDULE A (continued)

- 11) North 85 degrees 13' 07" East, 119.97 feet into Hudson River;
 - 12) North 77 degrees 05' East, 416 feet thru the Hudson River; RUNNING THENCE thru the Hudson River the following three (3) courses and distances:
 - 13) South 06 degrees 20' East 160 feet;
 - 14) South 77 degrees 05' West 420 feet;
 - 15) South 04 degrees 54' 23" East, 525.48 feet; RUNNING THENCE along the northerly line of lands now or formerly of Thomas Daniani & Eric Applebaum (Tax Lot 27.46-1-80) the following three (3) courses and distances:
 - 16) South 84 degrees 20' 37" West, 272.12 feet partially thru the Hudson River;
 - 17) North 02 degrees 59' 23" West, 38.53 feet;
 - 18) North 86 degrees 01' 23" West, 331.21 feet; THENCE
 - 19) North 03 degrees 58' 37" East, 36.70 feet along the easterly right of way line of Allison Avenue;
- RUNNING THENCE along the southerly and easterly line of lands now or formerly of John & Mary Hughes (Tax Lot 27.46-1-78) the following three (3) courses and distances:
- 20) North 86 degrees 40' 37" East, 48.50 feet;
 - 21) North 60 degrees 26' 37" East, 18.72 feet;
 - 22) North 09 degrees 38' 37" East 103.74 feet; THENCE
 - 23) North 86 degrees 01' 23" West, 105.96 feet along the northerly line of lands now or formerly of John & Mary Hughes (Tax Lot 27.46-1-78) and the northerly terminus of the right of way of Allison Avenue; THENCE
 - 24) South 13 degrees 39' West 60.43' to the point or place of BEGINNING.

**FOR
CONVEYANCING
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

Damiani Site Metes and Bounds Description

B11173867

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the ²⁵ day of ^{APRIL} ~~March~~, in the year 2016

BETWEEN

DAVID L. ORENSTEIN, Trustee of Warde Electric Contracting Inc. Pension Trust, Warde Electric Contracting Inc. Profit Sharing Plan & Trust, LAB Electrical Sales Corp. Pension Trust, LAB Electrical Sales Corp. Profit Sharing Plan & Trust and THOMAS DAMIANI, each at ~~75 North Street, Pittsfield, MA 01201~~ ^{One Luact, New City NY 10954}

party of the first part, and

VILLAGE OF HAVERSTRAW, a New York State municipality, 40 New Main Street, Haverstraw, New York 10927,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred Fifty Thousand dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

Parcel 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Haverstraw, Town of Haverstraw, Rockland County and State of New York, bounded and described as follows, viz:

BEGINNING at a point distant South 80° 15' East 71 feet from the point of intersection of the easterly line of Allison Street and the southerly line of Broad Street; running thence

- (1) South 80° 15' East to the original High Water Line of the Hudson River; running thence
- (2) southerly and southeasterly and along the original High Water Line of the Hudson River to a point therein formed by the intersection of the said original High Water Line of the Hudson River with the lands now or formerly of D.D. and T. Smith and formerly occupied by the North River Steamboat. Company; running thence
- (3) along the said lands of said Smith North 75' 53' west to a point marked by an iron monument; running thence.
- (4) still along lands formerly of D.D. and T. Smith South 25° 17' West 42 feet to an old iron pipe in the ground; running thence
- (5) North 81' 38' West 95 feet to the center of an old well and land formerly of H.M. Peck; running thence
- (6) along the land now or formerly of Taylor North 39° 54' East 54.6 feet to land now or formerly of McElroy; running thence
- (7) along the lands now or formerly of McElroy South 75° 43' East 8.5 feet; running thence
- (8) along the foot of the retaining wall and along land now or formerly of McElroy and other lands now or formerly of Jeanett S. Hedges and others North 11° 23' East 114.78 feet to the point or place of BEGINNING.

Parcel 2

ALL, that certain lot, piece or parcel of land formerly under the waters of the Hudson River, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York, bounded and described as follows, viz;

BEGINNING at the point of intersection of the High Water Line of Hudson River with the boundary line between the property of Sinclair Refining Co. and the property of the Cornell Steamboat Company, said point being North 37° 30' and 40" East 198.96 from a, cross cut on the concrete platform at the toot of Main Street; thence

- (1) along said High Water Line North 14° 25' West 57.5 feet and. North 3° 37' and 20" East 84.85 feet to the point of intersection with the boundary line between the property of Sinclair Refining Co. and. the property of the 'Excelsior Brick Company; thence

H
3

(2) into the waters of Hudson River the following bearings and distances:

- a. South 87° 4' 30" East 433.29 feet
- b. South 83° 11' 10" West 235.58 feet
- c. South 1° 33' West 59.5 feet
- d. South 7° 9' West 40.51 feet and.
- e. North 87° 4' and 30" West 183.5 feet to the point of BEGINNING.

TOGETHER with all right, title and interest of the party of the first part, if any, in and to:

- (1) a strip of land about 21 feet wide lying North of the premises described herein as Parcel 1, and extending Westerly from the original high water line of the: Hudson River approximately 75 feet to a retaining wall; and
- (2) a certain strip, sliver or parcel of land lying between the northerly boundary lines of the property of Cornell Steamboat Company and the premises described as Parcel 2.

The premises commonly known as: 87 Main Street Haverstraw, NY

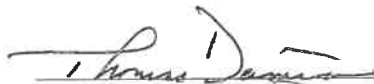
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.


AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



 Thomas Damiani



 David L. Oranstein,
 Trustee

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 1st day of April in the year 2016, before me, the undersigned, personally appeared

THOMAS DAMIANI

, 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.

Edward P. Kallan
Notary Public, State of New York
No. 447163
Qualified in Rockland County
Comm. Expires Nov 30, 2018

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 28 day of April in the year 2014, before me, the undersigned, personally appeared

David F. Oserstein

, 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.

Lisa M. Pejril
Notary Public, State of New York
No. 01PE6118980
Qualified in Westchester County
Commission Expires November 22, 2016

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

* State of _____, County of _____, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of _____ in the year _____, before me the undersigned 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), 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, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

Bargain and Sale Deed with covenant against Grantors Acts

SECTION H27.46
BLOCK 1
LOT 80
COUNTY OR TOWN Haverstraw

Title No. _____

TO

RETURN BY MAIL TO:

DISTRIBUTED BY

Jay Hood, Jr.
Hood, Hood & Hood
217 Route 9W
Haverstraw New York 10927

BPA 73867

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the ^{20th} day of ^{APRIL} ~~March~~, in the year 2016

BETWEEN

DAVID L. ORENSTEIN, Trustee of Warde Electric Contracting Inc. Pension Trust, Warde Electric Contracting Inc. Profit Sharing Plan & Trust, LAB Electrical Sales Corp. Pension Trust, LAB Electrical Sales Corp. Profit Sharing Plan & Trust and THOMAS DAMIANI, each at ~~75 North Street, Pittsfield, MA 01201~~ ^{One Lisa Ct, New City, NY 10950}

party of the first part, and

VILLAGE OF HAVERSTRAW, a New York State municipality, 40 New Main Street, Haverstraw, New York 10927,
party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred Fifty Thousand dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Haverstraw, Town of Haverstraw, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at the northwest corner of the lot hereby intended to be conveyed at an iron post driven in the ground eighteen (18) inches north from the southeast corner, of the office of said Ira M. Hedges there standing; thence

- (1) northeast along land now or formerly of Ira M. Hedges 205 feet 6 inches to an iron bolt in the string piece of the dock along the Hudson River, being twelve (12) inches north of the storehouse thereon;
- (2) thence south along said river and dock to the northeast corner of land of the heirs of William T. Garner, deceased; thence
- (3) along the north line of said heirs' land to the northeast corner of land of Rosa Smith;
- (4) thence northeasterly across the street leading to said dock 33 feet to the point or place of beginning.

The premises commonly known as: 87 Main Street Haverstraw, NY

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.


AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Thomas Damiani


David L. Orenstein, Trustee

2

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 1st day of April in the year 2016, before me, the undersigned, personally appeared

THOMAS DAMIANI

, 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.

Edward P. Kallen
EDWARD P. KALLEN
Notary Public, State of New York
No. 04-7143650
Qualified in Rockland County
Comm. Expires Sept 30, 2018

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 28 day of April in the year 2016, before me, the undersigned, personally appeared

David L. Orenstein

, 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.

Lisa M. Pejrill
LISA M. PEJRILL
Notary Public, State of New York
No. 01PE8118980
Qualified in Westchester County
Commission Expires Nov 15, 2018

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

* State of _____, County of _____, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of _____ in the year _____, before me the undersigned 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), 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, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

Bargain and Sale Deed with covenant against Grantors Acts

SECTION H27.46
BLOCK 1
LOT 81
COUNTY OR TOWN Haverstraw

Title No. _____

TO

RETURN BY MAIL TO:

DISTRIBUTED BY

Jay Hood, Jr.
Hood, Hood & Hood
217 Route 9W
Haverstraw New York 10927

EXHIBIT B
Escrow Agreement

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

There are a number of reasons why the number of people in the world is increasing. One of the main reasons is that the number of people who are surviving to old age is increasing. This is due to a number of factors, including improved medical care, better nutrition, and a decline in the number of people who are dying from infectious diseases.

Another reason why the number of people in the world is increasing is that the number of people who are having children is increasing. This is due to a number of factors, including a decline in the number of people who are using contraception, and a decline in the number of people who are dying from infectious diseases.

There are a number of other factors that are contributing to the increase in the number of people in the world, including a decline in the number of people who are dying from infectious diseases, and a decline in the number of people who are dying from heart disease.

The increase in the number of people in the world is a cause for concern because it is leading to a number of problems, including a decline in the number of people who are working, and a decline in the number of people who are paying taxes.

There are a number of ways in which we can address these problems, including by increasing the number of people who are working, and by increasing the number of people who are paying taxes.

It is important that we take action now to address these problems, because if we do not, the number of people in the world will continue to increase, and the problems will become even more serious.

There are a number of things that we can do to address these problems, including by increasing the number of people who are working, and by increasing the number of people who are paying taxes.

It is important that we take action now to address these problems, because if we do not, the number of people in the world will continue to increase, and the problems will become even more serious.

There are a number of things that we can do to address these problems, including by increasing the number of people who are working, and by increasing the number of people who are paying taxes.

It is important that we take action now to address these problems, because if we do not, the number of people in the world will continue to increase, and the problems will become even more serious.

There are a number of things that we can do to address these problems, including by increasing the number of people who are working, and by increasing the number of people who are paying taxes.

It is important that we take action now to address these problems, because if we do not, the number of people in the world will continue to increase, and the problems will become even more serious.

ESCROW AGREEMENT

This ESCROW AGREEMENT (“Agreement”) is made effective this ^{30th} day of September, 2022 (“Effective Date”), between the VILLAGE OF HAVERSTRAW (“Village”), a New York municipal corporation, with offices at 40 New Main Street, Haverstraw, New York 10927, and HAVERSTRAW COMMUNITY CHAIR FACTORY LLC (“Developer”), a limited liability company, organized under the laws of the state of New York and authorized to transact business in the State of New York, having its principal offices at 1046 New York Avenue, Unit A, Huntington Station, New York 11746. The Village and Developer (each a “Party”) are collectively referred to herein as the “Parties.”

WHEREAS, the Village selected Developer as the preferred developer to design, develop and construct a mixed use development consisting of mixed income housing options, retail and restaurants, a hotel and museum, a continuous waterfront promenade, and public spaces in the form of plazas and path, all designed to create an anchor use for the downtown and general year round economic activity, on certain publicly owned properties (“Project”); and

WHEREAS, on the date hereof, in connection therewith, the Parties entered into a Master Development Agreement (“MDA”) wherein the Developer agreed to, *inter alia*, reimburse the Village for certain reasonable costs and expenses paid by the Village to its legal and technical Consultants (as hereinafter defined) for their participation in reviewing the Project and associated items (as described in the MDA, and hereinafter also referred to, as the “Reimbursable Municipal Expenses”); and

WHEREAS, pursuant to Article 7 of the MDA, Developer agreed to establish two escrow accounts to be used to pay Reimbursable Municipal Expenses in accordance with the terms and conditions of the MDA and this Agreement (“Escrow Accounts”); and

WHEREAS, the Village and Developer desire to appoint the Village Clerk as escrow agent (“Escrow Agent”), to hold and administer the Escrow Accounts and to act in accordance with the provisions of this Agreement, and Escrow Agent agrees to serve in such capacity; and

WHEREAS, within three (3) business days following the execution of this Agreement, Developer shall deposit with the Village the sum of \$50,000.00 (“Initial Funding”) in a non-interest-bearing trust and agency account, separate and apart from the Village’s other accounts, to be drawn upon by the Village in accordance with the provisions herein; and

WHEREAS, capitalized terms used but not defined in this Agreement shall have the meaning given to them in the MDA.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto, as follows:

Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

1. Escrow Agent. The Village and Developer hereby appoint Escrow Agent to act in accordance with the provisions of this Agreement, and authorize Escrow Agent to receive, deposit and withdraw funds from the Escrow Accounts to pay Reimbursable Municipal Expenses in accordance with this Agreement.
2. Term. The Parties agree that the Escrow Accounts shall be maintained until the later of: (i) the termination of the MDA; or (ii) the issuance of final Certificates of Occupancy for all phases of the Project (as set forth in the MDA).
3. Initial Funding for Escrow A. The Village shall use the Initial Funding to directly pay Invoices (as defined herein) that have been submitted pursuant to the second column entitled "Escrow A" in the spreadsheet annexed as Exhibit "D" of the MDA (annexed hereto as Appendix 1 for reference), for which Developer has no Objection (as hereinafter defined). The Village shall place the Initial Funding (and any other sums deposited by Developer hereunder) into a non-interest-bearing trust and agency account, separate and apart from the Village's other accounts, to be drawn upon by the Village in accordance with the provisions of this Agreement. Where practicable, the Village shall use reasonable efforts to obtain fee and costs estimates, in advance, from Consultants and provide same to Developer in order to enable Developer to better budget costs and anticipate future expenditures.
4. Subsequent Funding for Escrow A.
 - (a) In the event that the balance in Escrow A falls below Fifteen Thousand Dollars 00/100 (\$15,000.00) (the "Minimum Balance"), the Developer shall deposit with the Village an additional Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) ("Subsequent Funding") to be placed in the Escrow Account. Developer shall tender the Subsequent Funding to the Village within fifteen (15) days of receiving notice that the Escrow Account balance has fallen below the Minimum Balance. Once the Subsequent Funding is exhausted, the Developer shall have no further obligation to pay for any Reimbursable Municipal Expenses other than as referenced on the spreadsheet annexed to the MDA as Exhibit "D" (e.g., the Developer shall remain responsible for paying the expenses categorized in the third and fourth columns of said spreadsheet irrespective of the amount in Escrow A), unless otherwise agreed to by Developer and Village, provided same is reasonably necessary for the development of the Project (e.g., SWPPP review, construction inspection, etc.). The Parties herein agree to work in good faith to modify this Agreement, including any attached exhibits, to allow for the reasonable additional deposits into the Escrow Account in the event the Subsequent Funding is insufficient to cover the reasonably necessary costs for the development of the Project. For purposes of clarity, the Developer shall also be responsible for paying those Reimbursable Municipal Expenses that are listed under the columns as "Escrow B" and "Paid by Developer Direct" on the spreadsheet annexed to the MDA as Exhibit "D."

- (b) In the event Developer fails, after notice and any applicable cure periods, to make the Subsequent Funding in such amount and in the manner required in Section 4(a) of this Agreement, or any additional deposits as may be agreed to by the Parties, then notwithstanding anything to the contrary in the MDA or any other contract or agreement between the Village and Developer, the Village, and its employees, Consultants, agents and/or representatives, shall, at the Village's option, be released from any requirement, liability or obligation to perform any further or additional services with respect to the Project unless and until such Additional Deposit is made.
5. Escrow B. Pursuant to Exhibit D of the MDA, the Developer shall also pay certain Reimbursable Municipal Expenses related to Village Consultants contracts, namely N&P Engineering, Architecture and Land Surveying, PLLC and its subcontractors through a pre-agreed to scope of work ("Escrow B") (the final form of which is annexed hereto as Exhibit A). Subject to an Objection, within thirty (30) days of receiving an Invoice to be satisfied by the Village under Escrow B, the Developer shall tender the full amount of the Invoice to the Village for placement in the Escrow Account. In the event Developer fails, after notice and any applicable cure periods, to replenish Escrow B in accordance herewith, or any additional deposits as may be agreed to by the Parties, then notwithstanding anything to the contrary in the MDA or any other contract or agreement between the Village and Developer, the Village, and its employees, Consultants, agents and/or representatives, shall, at the Village's option, be released from any requirement, liability or obligation to perform any further or additional services with respect to the Project unless and until such time as Escrow B is replenished to satisfy the outstanding Invoice. For the avoidance of doubt, Developer shall pre-approve any and all applicable Village Consultant contracts which are anticipated to be paid from this Escrow B.
6. Escrow Accounts. The Escrow Accounts shall be held by the Escrow Agent, on behalf of the Village, in escrow and used only for the payment of Reimbursable Municipal Expenses as set forth above, and in accordance with the following general terms and conditions:
- a. Use of Escrow Accounts. The Village shall use the funds in the Escrow Accounts to directly pay for the Reimbursable Municipal Expenses in accordance with the columns identified in Exhibit "D" of the MDA that have been submitted to the Village, and have not been the subject of an Objection by Developer pursuant to the procedures set forth in Section 6(c) of this Agreement. In the event that the Village incurs Reimbursable Municipal Expenses in connection with the Project, Developer agrees that Escrow Agent shall, on behalf the Village and Developer, use funds on deposit in the Escrow Accounts to pay such Reimbursable Municipal Expenses in a timely manner. Provided Developer complies with Sections 4(a) and 5, the Escrow Accounts shall not be used for late charges, fees or other late payment penalties incurred as a result of the Village failing to pay Invoices in a timely manner.
 - b. Submission of Invoices. The Village shall require all bills and/or invoices from outside counsel and third-party professional consultants (each a "Consultant," and

collectively, “Consultants”) for Reimbursable Municipal Expenses (each an “Invoice,” and collectively, “Invoices”) to set forth, with reasonable specificity, (i) a description of the work performed, (ii) total time spent performing such work, (iii) the charge for such work, including individual billing rates, (iv) a specific statement of any disbursements charged, and (v) the total fees charged under that Invoice, and to that date under the current and all prior Invoices. Invoices shall be submitted by Consultants to the Escrow Agent on a monthly basis, with a copy simultaneously provided to Developer as set forth in Section 7, below.

- c. Approval of Invoices. Unless Escrow Agent receives a written objection from Developer (“Objection”) to an Invoice within fifteen (15) business days after Developer’s receipt of a copy of such Invoice, Escrow Agent shall promptly release from the Escrow Accounts, and pay, the invoiced amount (subject to receipt of an additional deposits, if the funds then on deposit in the Escrow Accounts are insufficient to pay the invoiced amount). Developer’s Objection shall specifically describe the disputed tasks and/or associated costs. Notwithstanding the foregoing or anything to the contrary in this Agreement or the MDA, Escrow Agent may pay from the Escrow Accounts any undisputed portion of any Invoice.
- d. Appeal Procedure. In the event Developer submits an Objection, Developer shall first endeavor in good faith to resolve such dispute with the Consultant by contacting the Escrow Agent, who will arrange the appropriate conversations with said Consultant, as necessary, as part of the dispute resolution process directly with the Consultant. If the dispute is not resolved within fifteen (15) business days after Escrow Agent’s receipt of Developer’s Objection, Escrow Agent shall follow the following procedures to resolve said dispute:
 - i. Escrow A: For disputes involving charges less than Thirty-Thousand Dollars (<\$30,000.00), the Escrow Agent shall refer the Objection to the Village Board by providing the Village Board with true and correct copies of all written records relevant to the dispute. The Village Board shall examine the record and issue a written decision regarding the reasonableness of the disputed Invoice. The determination of the Village Board shall be binding, and not subject to additional appeal or review. In the event that the Objection relates to a charge that is Thirty-Thousand Dollars or greater (\geq \$30,000.00), then the Escrow Agent shall refer the dispute to a third-party mediator selected by the parties (or, if the parties cannot select a mediator within fifteen (15) days, then the Escrow Agent shall select one). The parties shall share in equal parts the cost of the mediator, but shall each be responsible for their own legal fees associated with the mediation. The decision of the mediator shall be final, and not subject to additional appeal. Subject to Sections 4(b) and 5 of this Agreement regarding failure to pay, any appeal process set forth in the Section shall not hinder or delay the performance of services by Consultants or review of the Project by the Village.

ii. Escrow B: In all cases, the Developer shall only submit Objections related to amounts charged above the pre-agreed contract price, or charges above approved change orders to the pre-agreed contract price. For disputes permitted hereunder involving charges less than Thirty-Thousand Dollars (<\$30,000.00), the Escrow Agent shall refer the Objection to the Village Board by providing the Village Board with true and correct copies of all written records relevant to the dispute. The Village Board shall examine the record and issue a written decision regarding the reasonableness of the disputed Invoice. The determination of the Village Board shall be binding, and not subject to additional appeal or review. In the event that the Objection relates to a charge that is Thirty-Thousand Dollars or greater (\geq \$30,000.00), then the Escrow Agent shall refer the dispute to a third-party mediator selected by the parties (or, if the parties cannot select a mediator within fifteen (15) days, then the Escrow Agent shall select one). The parties shall share in equal parts the cost of the mediator, but shall each be responsible for their own legal fees associated with the mediation. The decision of the mediator shall be final, and not subject to additional appeal. Subject to Sections 4(b) and 5 of this Agreement, any appeal process set forth in the Section shall not hinder or delay the performance of services by consultants or review of the Project by the Village.

7. Notice. All notices or Objections required or desired to be given hereunder shall be in writing, shall be sent by e-mail (provided that if sent by e-mail, a written confirmation of receipt is received by sender from recipient and a copy shall also be given by first class mail), by nationally recognized overnight courier service, or certified mail, return receipt requested for each, addressed to the Party for whom intended, and shall be deemed received upon the date of receipt, or refusal thereof. Notices by fax will not be accepted. The notices shall be addressed as follows:

If to the Escrow Agent: Carmelina Palumbo
Village Clerk/Treasurer
Municipal Building
40 New Main Street
Haverstraw, New York 10927
Email: carmelina.palumbo@vohny.com

If to the Village: Michael F. Kohut
Mayor of the Village
Municipal Building
40 New Main Street
Haverstraw, New York 10927
Email: michael.kohut@vohny.com

With A Copy To: Zarin & Steinmetz
Attn: David Cooper, Esq.
Village Counsel

81 Main Street, Suite 415
White Plains, NY 10601
Email: dcooper@zarin-steinmetz.com

If to Developer: MPact Collective LLC
Attn. Ryan Porter
1046 New York Avenue, Suite A
Huntington Station, NY 11746
Email: rporter@mpactcollective.com

And a Copy To: Cannon Heyman & Weiss, LLP
Attn: Robert M. Tocker, Esq.
726 Exchange Street, Suite 500
Buffalo, New York 14210
Email: rtocker@chwattys.com

or to such other address as either Party shall desire by notice to the other Party hereto.

8. Accounting. Escrow Agent shall provide to the Village and Developer a full written accounting and reconciliation of the Escrow Accounts and all payments to Consultants within thirty (30) days after any written request for such accounting.
9. Refund of Escrow Accounts. Within thirty (30) days after the later of: (i) the termination of the MDA; or (ii) the issuance of final Certificates of Occupancy for all phases of the Project (as set forth in the MDA), Escrow Agent shall pay to Developer the balance of the funds in the Escrow Accounts not necessary to cover any outstanding Reimbursable Municipal Expenses.
10. Consultants Bound. The Village shall require all Consultants to acknowledge this Agreement, and agree as a condition of engagement to be bound by the terms and provisions of this Agreement.
11. Indemnity. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized hereby or within the rights or powers conferred upon it hereunder, nor shall Escrow Agent be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind, unless caused by Escrow Agent's own willful misconduct or gross negligence. Developer hereby indemnifies Escrow Agent and holds Escrow Agent harmless from and against any and all loss, damages, liability, claims, cost and expense, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with Escrow Agent's duties hereunder, except to the extent that any of the same shall result from the willful misconduct, or grossly negligent act or omission, of Escrow Agent.
12. Entire Understanding. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, who hereby acknowledge that there have been and are

no representations, warranties, covenants or understandings (oral or written) other than those expressly set forth herein. To the extent there is a conflict between a term or provision contained in this Agreement and the MDA, the term or provision contained in this Agreement shall govern.

13. Modification. Neither this Agreement nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement.
14. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties, their related entities, successors and assigns.
15. Interpretation. All matters regarding and/or affecting the interpretation of this Agreement and the rights of the Parties hereto, shall be governed by the laws of the State of New York.
16. Severability. Should any provision contained within this Agreement be determined to be invalid or illegal, such invalidity or illegality shall not affect in anyway any other provision hereof, all of which shall continue, nevertheless, in full force and effect.
17. Counterpart Signatures. This Agreement may be executed in several counterparts, including via facsimile, each of which shall be deemed an original for all purposes, including judicial proof of the terms hereof, and all of which together shall constitute and be deemed one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

VILLAGE OF HAVERSTRAW

By: 
Michael F. Kohut, Village Mayor

**HAVERSTRAW COMMUNITY CHAIR
FACTORY LLC**

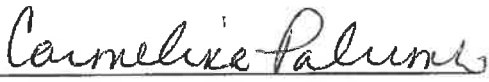
MPACT HAVERSTRAW LLC,
a New York limited liability company
By: _____
Name: Ryan Porter
Title: Authorized Signatory

AND

PENNROSE NY DEVELOPER LLC,
a Pennsylvania limited liability company
By: Pennrose LLC,
its Managing Member
By: _____
Name: Timothy I. Henkel
Title: President

ACKNOWLEDGED AND AGREED TO BY ESCROW AGENT:

VILLAGE CLERK OF HAVERSTRAW

By: 
Carmelina Palumbo, Village Clerk

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

VILLAGE OF HAVERSTRAW

By: _____
Michael F. Kohut, Village Mayor

**HAVERSTRAW COMMUNITY CHAIR
FACTORY LLC**

MPACT HAVERSTRAW LLC,
a New York limited liability company
By: _____
Name: Ryan Porter
Title: Authorized Signatory

AND

PENNROSE NY DEVELOPER LLC,
a Pennsylvania limited liability company
By: Pennrose LLC,
its Managing Member
By: _____
Name: Timothy I. Henkel
Title: President

ACKNOWLEDGED AND AGREED TO BY ESCROW AGENT:

VILLAGE CLERK OF HAVERSTRAW

By: _____
Carmelina Palumbo, Village Clerk

APPENDIX 1

**Village Escrow/Fees Chart
(September 2022)**

<u>Village Soft Cost Item</u>	<u>Paid by Village Directly</u>	<u>Escrow- For Technical Review and Legal Services Per §132-5 and §197-9 ("Escrow A")</u>	<u>Escrow- Based Upon Scope of Work ("Escrow B")</u>	<u>Developer Direct Pay</u>
Legal - MDA	X			
Legal - Land Use and Zoning		X		
Legal - Environmental		X		
Legal - Title	X			
Planner - Zoning/RAP		X		
Planner - SEQR			X	
Planner - Site Plan Approval		X		
Engineering - SEQR		X		
Engineering - Site Plan Approval		X		
Engineering - SWPPP Review		X		
Engineering –Construction Inspection				X
Building Permit Fees				X
Planning Board Fees				X
Road Opening/Curbcut				X
Grant Applications and Reviews	X			

EXHIBIT A

N&P Engineering, Architecture and Land Surveying, PLLC - State Environmental Quality
Review (SEQR) Proposal

[attached behind]



NELSON POPE VOORHIS

environmental • land use • planning

September 29, 2022

Mr. Michael Kohut, Mayor
Village Hall
40 New Main Street
Haverstraw, NY 10927

Re: Professional Services: Planning and State Environmental Quality Review (SEQR)

Dear Mayor Kohut:

Nelson, Pope & Voorhis, LLC (NPV) is pleased to submit a proposed amendment to our existing Master Agreement (see Section V of this proposal) for Additional Planning Services preparing documents satisfying State Environmental Quality Review (SEQR) requirements for the redevelopment of the Chair Factory Development Site (currently known as the Chair Factory and Damiani Properties), located in the Village of Haverstraw, New York. Services also include management and coordination of the SEQR process and land use approvals.

UNDERSTANDING OF SERVICES

The Village purchased the nine-acre vacant site in 2007 and over the past two years has held Request for Qualification and Proposal processes that resulted in the recent selection of a development team (the "Project Sponsor") led by Haverstraw Community Chair Factory, LLC (HCCF) to redevelop the site. Through its partnership with the Village, the Project Sponsor is proposing a mixed-use, mixed-income, walkable development of approximately 600,000 square feet, including up to 434 units, approximately 40% of which will be mixed-income affordable housing, 10,800 square feet of event and museum space, 14,500 square feet of retail space, and 70,200 square feet of hotel space (the "Action"). This project will include the adoption of an amended zone, currently envisioned to be a form-based zoning overlay.

The Village of Haverstraw is anticipating serving as the Lead Agency for the environmental review of the action. It is our understanding that the Village would like NPV to advise the Village and coordinate the evaluation of the environmental impacts associated with the Action and prepare the requisite SEQR studies and analyses on its behalf.

SCOPE OF SERVICES

I. ENVIRONMENTAL SERVICES

- A. Parts 1 and 2 Full Environmental Assessment Form/Determination of Significance** - Upon gathering all necessary information, NPV will complete the required SEQR FEAF Parts 1 and 2 based on the information to be provided by HCCF and/or its designated representatives. It is expected that the proposed action would be classified as a Type I Action by the Lead Agency pursuant to SEQRA and its implementing regulations at 6 NYCRR Part 617. The FEAF Parts 1 and 2 prepared by NPV for the project will meet the environmental review requirements set forth in Article 8 of the NYS Environmental Conservation Law. It is also anticipated that the Lead Agency

will issue a Positive Declaration and require an Environmental Impact Statement (EIS) for the proposed action.

NPV Flat Fee: \$2,500.00

- B. Scoping for Draft Environmental Impact Statement** – NPV would finalize a Scope in accordance with 6 NYCRR §617.8. As described at 6 NYCRR §617.8(a), the primary goals of scoping are to focus the DEIS on potentially significant adverse impacts, and to eliminate consideration of those impacts that are irrelevant or non-significant. NPV will develop a final Scope that meets the requirements of 6 NYCRR §617.8(f)(1) through (5). Scoping comments submitted by the public that require substantial responses will be charged time rates in accordance with Section II of this proposal.

NPV Flat Fee: \$2,500.00

- C. Draft Environmental Impact Statement (DEIS)** – A DEIS will be prepared that will satisfy the requirements of 6 NYCRR Part 617.9, and it will incorporate all elements of the Draft Scope (Exhibit A). The cost for preparing the DEIS is based on our understanding of the project as it was described in the proposal from the MPACT Collective, Pennrose, et. al. to the Village of Haverstraw dated October 1, 2021, and as otherwise further elaborated to NPV through the date of this proposal. NPV will be responsible for the writing and document development of the DEIS. NPV will also be responsible for the analyses related to the development of the DEIS Chapters except as noted below:

- i. Chapter 1 Executive Summary
- ii. Chapter 2 Project Description – *HCCF will provide all substantive project information relative to the Scope.*
- iii. Chapter 3 Existing Conditions, Potential Impacts and Mitigation Measures
 - a. Land Use, Zoning and Public Policy
 - b. Community Character and Visual Impacts - *HCCF will provide any architectural information, renderings, and visual analyses as necessary relative to the Scope.*
 - c. Fiscal and Economic Impacts- *HCCF will provide all substantive project information relative to the Scope.*
 - d. Community Demographics and Services
 - e. Utilities - *HCCF will provide all substantive project information relative to the Scope.*
 - f. Stormwater - *HCCF will provide all substantive project information relative to the Scope.*
 - g. Geology – Soils, and Topography - *HCCF will provide information relative to any geotechnical analysis.*
 - h. Vegetation and Wildlife - *NPV will provide all applicable vegetation and wildlife studies relative to the proposed project through a separate agreement. The scope of work and fee for this investigative work will be submitted as a separate proposal and is not included in the flat fee for this task. Where significant in-water construction is proposed to the extent that a Fish and Wildlife Habitat Assessment is required as part of the EIS, such study will be sub-contracted by NPV to a qualified specialist approved by the Village under a separate agreement and fee. It is anticipated that such a study will not be required in the DGEIS but will be identified as work to be done pre-requisite to construction disturbing the Hudson River bottom. NPV will oversee all aspects of invoicing and managing the subconsultant and their work if one is retained.*
 - i. Wetlands, Waterbodies, Watercourses, and Floodplains - *NPV will provide all applicable wetlands studies relative to the proposed project through a separate*

agreement. The scope of work and fee for this investigative work will be submitted as a separate proposal and is not included in the flat fee for this task.

- j. Floodplains and Sea Level Rise -HCCF will provide all applicable project information relative to the Scope.
- k. Archeological and Historical Resources - NPV will subcontract with a qualified professional firm to be approved by the client to provide all applicable archeological studies relative to the proposed project. The scope of work and fee for this work will be submitted as a separate proposal, and the cost of the sub-consultant work is not included in the flat fee for this task. NPV will oversee all aspects of invoicing and managing the subconsultant and their work.
- l. Traffic and Transportation – (see Section I.D of this proposal).
- m. Hazardous Materials - HCCF will provide all substantive project information relative to the Scope.
- n. Construction - HCCF will provide all substantive project information relative to the Scope.
- iv. Chapter 4 Other Environmental Impacts
- v. Chapter 5 Alternatives - The Client will provide all substantive information relative to the Alternatives identified in the Scope.

Work product under this task will be submitted simultaneously to the Village and HCCF for review and edits. All work associated with the review and edits to the DEIS will be charged time rates in accordance with Section II of this proposal. Any analysis beyond what is detailed in this task will require an additional contract amendment. The fee below assumes that the final scope is substantially similar to the draft scope in Exhibit A.

NPV Flat Fee: \$45,000.00

- D. **Traffic Analysis** – NPV will subcontract with N+P Engineering, Architecture and Land Surveying, PLLC. to provide traffic analysis for the DEIS in accordance with its September 21, 2022, proposal (Exhibit B). NPV will oversee all aspects of invoicing and managing the subconsultant and their work.

Traffic Analysis NPV Flat Fee (with expenses): \$92,800

- E. **Final EIS** - Based on transcript of public hearings and written comments received by the Lead Agency, prepare the Final EIS responding to all comments made during public hearings and any written comments received during the comment period. Coordinate with Lead Agency for acceptance of document. The budget estimate to prepare a Final EIS is largely based on the extent of public and agency feedback and project controversy. The fee below assumes a degree of public and agency feedback on the order of approximately 100 pages of combined public hearing transcript and written comment. This assumes no additional analysis is required and that the project does not undergo significant changes during the course of the DEIS and FEIS preparation. This also assumes one round of revisions based on simultaneous review and feedback from the Village and HCCF. If the combined public hearing transcript and written comments exceed 100 pages, an additional contract amendment will be required before invoicing in excess of the estimated fee.

NPV Time Rates Estimate: \$18,000.00

- F. Findings** - NPV will prepare a draft SEQRA Findings Statement and incorporate one round of comments after simultaneous review by the Village and HCCF. The Findings Statement will summarize the Proposed Action, key areas and findings of each area of resource assessment and will outline mitigation measures.

NPV Flat Fee: \$4,000.00

II. PROJECT MANAGEMENT, COORDINATION, MEETINGS, HEARINGS AND ADDITIONAL SERVICES

NPV will provide project coordination and management services for the SEQR including conference calls with the Village, HCCF, and development team; local, county, and state agencies; and involved attorneys, as required. This will also include attending and participating in project, public meetings and hearings, and work sessions associated with the SEQR as requested by the Village and HCCF, including coordination, preparation, and supporting graphics (when required and requested by the Village and HCCF). This task will also include work undertaken for DEIS revisions based on review and edits by the Village and HCCF. This task will also include any preparation, coordination, and distribution of required SEQR notifications and filings. For this task we have budgeted up to 150 hours. Additional hours above the budgeted 150 hours associated with this task will require a contract amendment.

NPV Time Rates Estimate: \$24,000.00

III. DEIS EXCLUSIONS

- Fees are for professional services only and do not include permit application fees or other direct costs such as document copying, purchase of aerial photography, etc.;
- Engineering, surveying or other services not specified herein;
- Three-dimensional models and photo-simulations;
- Phase I/II Environmental Site Assessment, soil or groundwater testing;
- Alternative project conceptual diagrams, drawings or maps;
- Additional studies or analyses not already identified in this proposal;
- Additional costs associated with significant plan changes or expansions after execution of this proposal;
- Additional costs associated with significant plan changes after adoption of the Final Scope; and
- Additional costs associated with delays in receiving plans, studies, and analyses from the project sponsor in editable format, or from errors and omissions in such materials;
- Drafting or participation in the drafting or review of proposed zoning, beyond the environmental review typical to generic EISs.

IV. COST PROPOSAL SUMMARY

The budget outline presented in the table below has been estimated on a per task basis based upon the expected person-hours and expenses necessary for the successful completion of the project. The Scope, EIS, and Findings Statement are flat fees. The amounts will not be exceeded without prior authorization by the Village. All other amounts are estimates provided for the purpose of budgeting and may vary based on external factors such as the degree of public participation and comment. NPV will invoice in accordance with the Master Agreement (see Section V of this proposal).

Task	Task Description	Estimated Budget by Component	Fee Basis
SEQRA REVIEW			
Section I	Environmental Review		
A	Parts 1 and 2 Full Environmental Assessment Form/Determination of Significance	\$2,500	Flat fee
B	Scoping for Draft Environmental Impact Statement	\$2,500	Flat fee
C	Draft EIS	\$45,000	Flat fee
D	Traffic Analysis	\$92,800,	Flat fee
E	Final EIS	\$18,000	Time rates
F	Findings Statement	\$4,000	Flat fee
Section II	Meetings, Hearings, and Additional Services	\$24,000	Time rates
Flat Fee		\$146,800	
Time Rates		\$42,000	
Total		\$188,800	

Expenses estimate:

Expenses, including expenses from printing are highly variable, largely based on the extent to which the lead agency will permit distribution of digital as opposed to printed documents, whether the lead agency continues hearings to multiple dates and the extent of public and agency comment on the draft scope and DEIS. NPV will endeavor to minimize expenses to the client to the extent practicable and will advise the client of estimated upcoming expenses.

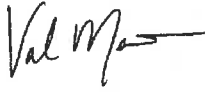
V. RELATIONSHIP TO EXISTING MASTER AGREEMENT

This agreement is for "Additional Planning Services" as described on page 2 of our 2022 *Agreement for Professional Planning Services by and between the Village of Haverstraw Village Board and Nelson, Pope & Voorhis, LLC* (the "Master Agreement") and is therefore subject to the terms and conditions and all provisions described in that agreement. Any amendment to the Master Agreement will apply to this amendment unless explicitly excluded. We are attaching the Master Agreement including its rate sheet and terms and conditions attachments for ease of reference.

If this amendment is satisfactory, please countersign below and return a copy to our office. If you have any questions or concerns regarding this amendment, please do not hesitate to contact me at vmonastra@nelsonpopevoorhis.com or at 845-368-1472 ext. 108.

Thank you for the opportunity to present this proposal for your consideration and we look forward to assisting you with this project.

Respectfully submitted,



Valerie Monastra, AICP
Principal Planner

(Please sign and return one copy)

Signed by:



Max Stach, AICP, Partner, NPV

Date:

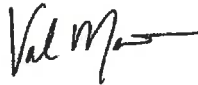
Countersigned by:

_____, Village of Haverstraw

Date:

Thank you for the opportunity to present this proposal for your consideration and we look forward to assisting you with this project.

Respectfully submitted,



Valerie Monastra, AICP
Principal Planner

(Please sign and return one copy)

Signed by:


Max Stach, AICP, Partner, NPV

Date:

Countersigned by:


Mayor, Village of Haverstraw

Date:

9/30/22

EXHIBIT A
Chair Factory
Village of Haverstraw, New York
Draft Scope
For Preparation of a
Draft Environmental Impact Statement (DEIS)

MPACT

Draft Scope Filing Date: XX

Scoping Hearing Date: XX

Last Date to Submit Comments: XX

Classification of Action: Type I

Lead Agency:

This document identifies the environmental topics to be addressed in the Draft Environmental Impact Statement (DEIS) for the proposed redevelopment of the Chair Factory Site (Project) in the Village of Haverstraw, New York, proposed by Haverstraw Community Chair Factory LLC. (the Applicant) The Village of Haverstraw Village Board is the designated Lead Agency. This Scope document meets the requirements of 6 NYCRR Part 617.8 (e) (1) through (7). For the purposes of this Scope, the term "Action" means the proposed construction and operation of the Project and all related funding, real estate transactions, approvals, and permits.

A. DESCRIPTION OF PROPOSED ACTION

Background and Description of Proposed Action

The Village owns three waterfront properties totaling approximately 11.16 acres which include: (i) an approximately 9.71-acre peninsula (inclusive of some submerged land) identified on the Town of Haverstraw Tax Map as Section 27.09, Block 1, Lot 3 (Chair Factory Site); and (ii) a series of adjoining parcels consisting of approximately 1.45 acres, identified on the Town of Haverstraw Tax Map as Section 27.46, Block 1, Lots 80 and 81 (Damiani Site). In addition, there are a few neighboring properties that may be acquired as part of the redevelopment. Together these properties are collectively known as the "Chair Factory Site" or the "Project Site." On or about July 20, 2021, the Village issued a Request for Proposals (RFP) seeking proposals for the purchase and redevelopment of the Project Site with a pedestrian-friendly, mixed-use development with public and private amenities that would serve as an anchor for the Village's Downtown by attracting economic activity to the area year-round that could incorporate commercial and residential uses.

On February 9, 2022, Haverstraw Community Chair Factory LLC. was selected as the "Master Developer" and on September X, 2022, the Village of Haverstraw and Haverstraw Community Chair Factory LLC. executed a Master Developer Agreement. The Proposed Action will include the development and adoption of zoning text amendments to facilitate the project and the following range of development (Project): (i) 200-450 multi-family residential units, with a goal of between 30% to 40% of said units qualifying as affordable units (i.e., units marketed to individuals or household earning between 30% and 100% of the Rockland County, NY HUD Metro FMR Area Annual Median Income (AMI)) as determined by New York State Homes and Community Renewal, and in compliance with the Village's affordability requirements, (ii) 5,000 -20,000 square feet of commercial space, (iii) 5,000-15,000 square feet of event and cultural space, and (iv) an hospitality/hotel component with 100-200 keys. In addition, the proposed Project may include infrastructure and public amenities.

List of Permits & Approvals

A number of permits and approvals would be required in connection with the Project spanning local, state and federal agencies.

Table 1 shows the anticipated list of permits and approvals that may be required for the proposed action:

TABLE 1: PERMITS & APPROVALS	
Government Entity / Agency	Approval(s) Required

Classification of Action: *Type I*

Lead Agency:
Village of Haverstraw Village Board
40 New Main Street
Haverstraw, NY 10927

Contact Person:
Michael Kohut
Mayor
Village of Haverstraw
Telephone: 845-429-3000
Email: michael.kohut@vohny.com

B. FRAMEWORK FOR ENVIRONMENTAL REVIEW

The State Environmental Quality Review Act (SEQRA), codified as Article 8 of the New York State Environmental Conservation Law, requires a Lead Agency to analyze the environmental impacts of proposed actions and, to the maximum extent practicable, avoid or mitigate potentially

significant adverse impacts on the environment, consistent with social, economic, and other essential considerations. An Environmental Impact Statement (EIS) is a comprehensive document used to systematically consider environmental effects, evaluate a reasonable range of alternatives, and identify and propose mitigation, to the maximum extent practicable, of any significant adverse environmental impacts. The EIS provides a means for the lead and involved agencies to consider environmental factors and choose from among alternatives in their decision-making processes related to a proposed action.

An EIS will be prepared in accordance with SEQRA and its implementing regulations found at 6 N.Y.C.R.R. Part 617.

Environmental Review Process

The Village of Haverstraw Village Board is the lead agency for the State Environmental Quality Review of the Action. Village of Haverstraw Village Board has determined that the proposed project may potentially result in significant adverse environmental impacts and has directed that an EIS be prepared.

Scoping initiates the EIS preparation process and is intended to provide an early opportunity for the public and other agencies to participate. The purpose of the scoping process is to focus the EIS on “potentially significant adverse impacts and to eliminate consideration of those impacts that are irrelevant or not significant” (6 N.Y.C.R.R. § 617.8(a)).

C. DEIS FORMAT

Unless otherwise directed by this Scope, the provisions of 6 N.Y.C.R.R. § 617.9 apply to the content of the DEIS and are incorporated herein by reference.

The DEIS shall cover all items in this scope and discuss all relevant and material facts. The DEIS will seek to identify reasonable alternatives to the proposed Action and evaluate such alternatives.

Information will be presented in a manner that can be readily understood by the public. Narrative discussions will be accompanied by appropriate tables, charts, graphs, and figures. Each potential environmental impact area will be presented in a separate section, which will include a discussion of existing conditions, impacts associated with the Proposed Action and any mitigation measures designed to minimize or mitigate any identified impacts. Highly technical material will be summarized and, if it must be included in its entirety, it will be referenced in the statement and included in an appendix.

The DEIS will be made available in both hard copy and electronic formats. The DEIS will be posted on the internet for agency, and public review as required by law and printed copies will be distributed to all involved agencies and any party requesting a copy (a charge to cover the cost

of printing may be assessed to interested parties). All SEQRA documentation will be posted on the Village website, including the DEIS.

D. FORMAT AND SCOPE OF THE DEIS

Cover Sheet: The DEIS must begin with a cover sheet that identifies the following:

1. Identification of the document as a Draft Environmental Impact Statement;
2. The name and location of the Proposed Action;
3. Village Board as the Lead Agency and the name, address, telephone number of the contact person for Lead Agency, and the SEQRA status (Type I);
4. The name, address and email address of the primary preparers of the DEIS, and a contact person representing the preparer;
5. The date the DEIS was accepted by the Lead Agency as complete;
6. The date of the public hearing on the DEIS; and
7. The date before which public written comments on the DEIS are due.

List of Consultants Involved with the Project: The names, addresses and project responsibilities of all consultants involved with the project shall be listed.

Table of Contents: All headings that appear in the text should be presented in the Table of Contents along with the appropriate page numbers. In addition, the Table of Contents should include a list of figures, a list of tables, a list of appendix items, and a list of additional DEIS volumes, if any.

Chapter I Executive Summary: The major facts, analyses and conclusions contained in the main text will be summarized in the Executive Summary. No information shall be included in the Executive Summary that is not also contained in the main text.

Chapter 2 Project Description:

- A. Introduction
- B. Project Background, Need, Objectives and Benefits
 - a. Project Background. Provide brief description of the site and current application's history. Describe the proposed Project in the context of other buildings and uses on adjacent and nearby sites.
 - b. Public Need and Objectives. Discuss the goals of the proposed Project, including a brief history of the evolution of the Proposed Action, the Proposed Action's relation to the Village's goals, and the community's need for the Proposed Action.
 - c. Benefits of the proposed Project. Provide discussion of the benefits to accrue from the proposed Project.
- C. Location and Site Conditions. Using appropriate mapping and/or tables, describe location of site, in terms of adjacent/nearby significant properties, districts, and services. Describe current site conditions and any constraining factors on redevelopment.

D. Project Design and Layout

- a. Overall Site Layout. At the level of detail required to undertake the requisite environmental impacts analysis using mapping and narrative, describe the proposed Project (proposed layout of the residential and commercial development, square footages, buffers/setbacks, public amenities, and salient features);
- b. Residential Components.
 - i. Provide a comprehensive description of the proposed residential components of the Project including the description of the residential units, description of affordable housing units, description of parking, and distribution of parking amongst the site.
 - ii. Describe any phasing of the residential component and any proposed metrics permitting flexibility in response to future market conditions, including maximum bedroom counts, and dimensional requirements.
- c. Non-residential Components.
 - i. Provide a comprehensive description of the proposed non-residential components of the project including the description of the commercial square footage by non-residential use.
 - ii. Describe any phasing of the non-residential component and any proposed metrics permitting flexibility in response to future market conditions, including location and type of non-residential development and dimensional requirements.
- d. Parking.
 - i. Provide a description of parking and distribution of parking amongst the site.
 - ii. Identify number and location of loading area.
- e. Open Space, Recreation, and Public Amenities. Description and graphics of proposed open space, recreation, and public amenities for the Project Site including location, acreage, and proposed ownership and maintenance. Note which aspects of the proposed open space and recreation will be available to the public, and which components are proposed for private recreation.
- f. Street Network and Site Access.
 - i. Description and graphics presenting at an appropriate level of detail for inclusion in the DEIS the streetscape design, internal roadway design and circulation, pathways and sidewalks, and vehicle access points. Discuss conformance to design standards.
 - ii. Description and illustration of connections to sidewalks, pedestrian pathways, and adjacent roadways including any proposed off-site modifications to existing street network.
- a. Clearing, Grading, Drainage and Shoreline Stabilization. Describe the clearing and grading programs and associated areas cleared and disturbed, approximate volumes of soil excavated, cut/filled, removed from site, and the anticipated maximum depths of cut/fill. Describe site drainage and the proposed drainage

- system and provide capacity and function information, as necessary. Describe the shoreline stabilization required for the development of the Project.
- b. Water Supply and Sanitary System. Provide descriptions of water supply and proposed wastewater treatment systems and corresponding use of water supply and sanitary design flow; describe sizes and locations of these systems (including the general location of the proposed sewer and water lines, easements, and access points). Provide description of ownership and maintenance of utilities.
 - c. Site Lighting, and Landscaping. Provide available information on the type, amount and location of lighting and landscaping proposed; provide available information on maintenance requirements, hours of illumination, and screening.
- E. Construction Schedule and Operations. Brief description of anticipated construction schedule, estimated duration, and construction phasing; discuss construction materials storage/staging areas; workers' parking, hours of construction operations, and overview of construction traffic routes.
- F. Permits and Approvals Required. Brief discussion of the required permits, reviews and approvals; and involved agencies.

Chapter 3 Existing Conditions, Potential Impacts and Mitigation Measures:

A. Land Use, Zoning and Public Policy

1. Land Use

a. Existing Conditions

- i. Mapping and a description of the Project site including description of any relevant easements or other rights of use by others.
- ii. Using appropriate mapping and/or tables, identify and describe land uses and land use patterns within 1/4 mile of the Project site.

b. Potential Impacts

- i. Compare the proposed Project with existing land uses within 1/4 mile of the Project site.

c. Mitigation Measures

- i. Discuss and evaluate mitigation measures for any identified significant adverse impacts.

2. Zoning

a. Existing Conditions

- i. Using appropriate mapping and/or tables, identify and describe all zoning districts within 1/4 mile of the Project Site (Map 4: Zoning).

b. Potential Impacts

- i. General description of the proposed overlay zoning requirements including: use, lot and dimensional

requirements; review and approval process; and applicable design or site plan standards.

ii. Discuss the compliance of the proposed Project other relevant zoning regulations.

iii. Discuss relationship of the proposed XX zoning to adjacent zoning districts and any impacts to the Village's zoning pattern within 1/4 mile of the Project Site.

c. Mitigation Measures

i. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

3. Policy Documents

a. Existing Conditions

i. Review and analyze the goals and recommendations of the following documents as they relate to the Proposed Action:

- Village of Haverstraw 2021 Comprehensive Plan
- Village of Haverstraw 2021 Draft Local Waterfront Revitalization Plan
- 2022 Downtown Revitalization Initiative Strategic Investment Plan
- Compliance with the Village of Haverstraw's Affordable Housing regulations, Article XI of the Zoning chapter of the Village of Haverstraw Code.

b. Potential Impacts

i. Compare the consistency of the Proposed Action with the relevant policy documents listed above.

c. Mitigation Measures

i. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

B. Community Character and Visual Impacts

1. Existing Conditions

a. Using appropriate mapping and photographs, describe the visual and community character of the Project site and area for observers along roadways and from the following public vantage points:

- Main Street;
- Alison Avenue; and
- Broad Street.

b. Visual resources within the vicinity of the Project site will be identified, and may include such landscape elements as water bodies, landmark structures and other cultural resources, parks, unique topographic or geologic features, and critical environmental areas, where applicable.

2. Potential Impacts

- a. Describe the proposed Project in relation to surrounding buildings and uses using NYSDEC Program Policy, Assessing and Mitigating Visual Impacts, DEP-00-2 as a guideline.
- b. Provide illustrative renderings and site sections of the proposed Project. Discuss at a level of detail appropriate for inclusion in the DEIS, the proposed materials and architectural and sustainability design for the proposed structures on the Project site.
- c. Illustrate visibility of the proposed Project from the following locations:
 - i. To and from the Hudson River;
 - ii. Scenic Corridors, as identified in the 2021 Comprehensive Plan, of Main Street, Alison Avenue, and First Street;
 - iii. Scenic Views, as identified in the 2021 Comprehensive Plan, from Jefferson Park and Emeline Park.
- d. Discuss at a level of detail appropriate for inclusion in the DEIS the proposed exterior lighting program, including typical light fixtures maximum foot candles, and how this complies with any applicable Village lighting standards. Any impacts on the neighboring properties will also be discussed.
- e. Discuss any visual screening associated with the proposed Project.
- f. Undertake shadow analysis for the solstice and equinox at 9:00 am, 12:00 pm, and 3:00 pm. The analysis will show all properties that are impacted by the Project building shadows.

3. Mitigation Measures

- a. Mitigation measures for any identified significant adverse impacts may include additional screening and directional lighting.
- b. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

C. Fiscal and Economic Impacts

1. Existing Conditions

- a. Describe the existing tax revenues generated by the Project site.

2. Potential Impacts

- a. Analyze the fiscal impact (taxes generated versus costs incurred) to the Village of Haverstraw, Town of Haverstraw, the North Rockland Central School District, any special districts, and Rockland County as a result of the proposed Project at full buildout.
- b. Describe the secondary economic impacts of the proposed mixed use development including jobs, resident spending, and relationship to the downtown businesses at full buildout.
- c. Identify any tax abatements, grants or financial incentives that will be employed by the Project.

3. Mitigation Measures

- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

D. Community Services

1. Demographics

a. Existing Conditions

- i. Describe current population of the Village of Haverstraw.
- ii. Describe population being served by the Proposed Action.
- iii. Describe location and population of NYSDEC Potential Environmental Justice Areas.

b. Potential Impacts

- i. Discuss any potential population changes as a result of the Proposed Action.
- ii. Discuss impacts to the Potential Environmental Justice Areas as a result of the Proposed Action.

c. Mitigation Measures

- i. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

2. Schools

a. Existing Conditions

- i. Identify the location and capacity of the existing schools.
- ii. Identify current enrollment and education cost per pupil.

b. Potential Impacts

- i. Analyze the generation of school children from the Project, the potential increase in enrollment, and any anticipated increase in costs to the North Rockland Central School District.
- ii. Analyze the potential tax revenue to the North Rockland Central School District and compare it to the projected costs. The analysis should include any proposed tax abatements.

c. Mitigation Measures

- i. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

3. Police, Fire and Emergency Medical Services (EMS)

d. Existing Conditions

- iii. Identify the staff size and organization of the Police and Fire Departments and EMS.
- iv. Identify the location of police, fire and EMS stations.
- v. Identify average response time to the area of the Project site for police, fire and EMS.

e. Potential Impacts

- iii. Evaluate increased demand for police, fire and EMS services.

- iv. Identify concerns of the Police and Fire Departments and EMS (if any).
 - v. Analyze the adequacy of access to the proposed Project.
 - vi. Assess whether the site plan would adequately provide emergency service access.
 - f. Mitigation Measures
 - ii. Discuss and evaluate mitigation measures for all identified significant adverse impacts.
- 4. Solid Waste
 - a. Existing Conditions
 - i. Discuss existing solid waste generation, including recycling, from the Project site and current solid waste collection, including recycling, and disposal for the Project Site.
 - b. Potential Impacts
 - i. Discuss anticipated Project generated solid waste and disposal at full buildout.
 - ii. Discuss on-site storage location and containers, and removal process.
 - c. Mitigation Measures
 - i. Discuss and evaluate mitigation measures for all identified significant adverse impacts.
- 5. Recreation and Open Space
 - a. Existing Conditions
 - i. Describe existing public recreation, trails, and open space facilities in the Village and immediate vicinity.
 - b. Potential Impacts
 - i. Discuss potential impacts to public recreation and open space facilities that would result from the Project.
 - ii. Describe the recreation (passive and active) and open space provided by the Project and describe whether the recreation space will be public or private. Identify any restrictions on the use of open space such as conservation easements or other encumbrances and delineate on a map which if any recreation and open space will remain under the Village ownership after construction.
 - c. Mitigation Measures
 - i. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

E. Utilities

1. Existing Conditions

- a. Identify location of existing public water and sewer mains and current capacity levels at the Project site. Pressure and flow of the existing water and sewer mains will be discussed and proposed connections and required improvements will be discussed.
- b. Identify current availability of existing electric, telephone, and cellular data.

2. Potential Impacts

- a. Discuss potential water and sewer demands of the Project and identify the location, and current capacity levels. Pressure and flow of the existing water and sewer mains will be discussed and proposed connections or any necessary upgrades at the Project Site will be identified.
- b. Identify source of the water supply system and the location where sewage is treated. Conduct a capacity analysis for the existing water supply system and sanitary sewer system.
- c. Discuss any proposed upgrades or installation of electric, telephone, and cellular data.

3. Mitigation Measures

- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

F. Stormwater

1. Existing Conditions

- a. Identify and map existing drainage infrastructure on site and in the vicinity of the property.
- b. Discuss existing drainage patterns and hydrologic characteristics of the site. Identify and discuss ultimate points of existing stormwater discharge from the site.
- c. Prepare a pre-development hydrologic analysis to determine existing peak rates of runoff from the Project area during the statistical 1-, 10-, 25-, 50, and 100-year storm events. This analysis will be considered in determining stormwater management requirements.
- d. Discuss and map land coverage and hydrologic soil groups within the tributary watershed area.

2. Potential Impacts

- a. Discuss any changes to the quality or quantity of stormwater runoff due to the Project.
- b. Discuss the proposed drainage collection system.

- c. Prepare a post-development hydrologic analysis to determine the changes in the pre-development peak runoff rates for the 1-, 10-, 25-, 50, and 100-year storm events.
 - d. Summarize the draft Storm Water Pollution Prevention Plan and discuss compliance with local stormwater management regulation (Village Code Chapter 197 Stormwater Management and Erosion and Sediment Control) and NYSDEC general permits.
 - e. The access to, ownership of, and responsibility for maintenance requirements during construction and long-term maintenance of any stormwater management facilities shall be discussed.
 - f. Discuss the capacity of the proposed storm sewer system and any connections to the existing storm sewer or adjacent watercourses.
3. Mitigation Measures
 - a. A Stormwater Pollution Prevention Plan (SWPPP) will be required.
 - b. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

G. Geology – Soils, and Topography

1. Existing Conditions
 - a. A topographic survey based on a two-foot contour interval will be prepared. Existing topography will be mapped based on the following slope categories: 0-15%, 15-25%, and 25% and greater. A comparison of existing and proposed topography will be evaluated. The following will be described:
 - i. A preliminary cut and fill analysis, including an analysis of the disposal of excess cut or the import of fill materials, if fill is required, as well as identification of areas where cut will reach the water table and contingency plans to deal with discharge of groundwater to the surface.
 - b. Describe regional and bedrock geology.
 - c. Identify and list soil types on the site, with discussion of soil characteristics and suitability for construction. Include a soils map.
2. Potential Impacts
 - a. Provide preliminary grading plan and limit of disturbance line.
 - b. A comparison of existing and proposed topography will be evaluated. A preliminary cut and fill analysis will be presented, including an analysis of excess cut or the import of fill materials, if necessary.
 - c. If excess earth materials will need to be removed from the site, estimate the number of tons and truck trips necessary to carry out the construction and identify the routes the trucks will take and describe the method of removal.
 - d. Identify any rock removal necessary for construction of the Project and proposed methods of rock removal. Identify if blasting will be necessary.

3. Mitigation Measures

- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

H. Vegetation and Wildlife

1. Existing Conditions

- a. Describe the vegetation, including trees, found on-site and the pattern of this vegetation; describe the habitat of the site and quality of each; describe observed and expected wildlife species; consult Breeding Bird Atlas for site and area species; conduct field inspections by staff biologist; contact NY Natural Heritage Program/ review NYSDEC Environmental Mapper database for site file information; identify any rare wildlife, vegetation, and/or habitats/ ecological communities.
- b. Incorporate any current ecological studies conducted on the Project Site.

2. Potential Impacts

- a. Discuss changes in vegetation pattern and habitats on-site.
- b. Discuss tree clearing and impacts regarding changes to habitat on site and in the area; discuss impact on expected and identified wildlife species; discuss significance of any information obtained from NY Natural Heritage Program, NYSDEC Environmental mapper, Breeding Bird Atlas, and any current ecological studies conducted on the Project Site.
- c. Discuss proposed landscaping.

3. Mitigation Measures

- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

I. Wetlands, Waterbodies, Watercourses, and Floodplains

1. Existing Conditions

- a. Delineate and map existing streams, waterbodies, wetlands and wetland buffers under federal (U.S. Army Corps of Engineers), State, and Village jurisdictions, including as required by federal regulations.

2. Anticipated Impacts

- a. Describe any impacts to the wetlands, waterbodies, watercourses, and floodplains.
- b. Discuss compliance with federal (U.S. Army Corps of Engineers), State, and Village jurisdictions to avoid and minimize impacts and identify any applicable permits that may be required.

3. Proposed Mitigation

- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

J. Floodplains and Sea Level Rise

1. Existing Conditions

- a. Discuss and provide mapping of floodplains on site. Discuss sources and patterns of flooding.
- b. Describe any available information on anticipate sea level rise for the Project Site's location adjacent to the Hudson River.

4. Anticipated Impacts

- a. Discuss the proposed Project's compliance with Chapter 141, Flood Damage Prevention.
- b. Discuss compliance with U.S. Army Corps of Engineers protocol to avoid and minimize impacts and identify any applicable permits that may be required.
- c. Using a FEMA approved model, assess potential for changes in existing flooding patterns and levels flows from construction and infilling of floodplain. Model parameters should be reviewed and discussed with the DEC and/or FEMA prior to use. Modeling should be conducted for both current and potential FEMA mapping.
- d. Describe potential impacts to 100-year and 500-year floodplains, including potential for impacts to properties nearby. Impacts should be described for both current and potential FEMA mapping.
- e. Describe impacts of anticipated sea level rise on the Project Site.
- f. Evaluate potential changes to FEMA flood maps and/or need for a Conditional Letter of Map Revision as a result of the Project.

5. Proposed Mitigation

- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

K. Archeological and Historical Resources

1. Existing Conditions

- a. Prepare and submit Notice of Project to New York State Office of Parks, Recreation and Historic Preservation (NYOPRHP) Cultural Resources Information System (CRIS).

2. Potential Impacts

- a. Identify potential impacts to archeological or historical resources, if any, based on the results of the project notification paperwork in accordance with NYOPRHP.

3. Mitigation Measures

- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

L. Traffic and Transportation

1. Existing Conditions

- a. A site visit will be performed to observe the existing roadway network and adjacent land use. An inventory of the geometry, lane widths, traffic control, pavement markings, sidewalks, signage, parking restrictions, traffic signal timing and phasing, pedestrian accommodations, bike routes and existing transit facilities will be undertaken of the study area.
- b. Discuss existing Project Site and off-site parking conditions within the study area.
- c. Conduct a generalized assessment of traffic operating conditions using existing data available from traffic studies for local developments (Chair Factory development), and NYSDOT studies. Areas of congestion, safety concerns, deficiencies and impediments will be identified.
- d. Traffic Data Collection. Existing traffic conditions will be documented for the weekday AM and PM peak hours from historical data and collecting turning movement counts at the following intersections and roadway segments during the AM (6AM-9AM), PM (4PM-7PM) and Saturday Midday (11:00AM-2:00PM) peak hours on a typical commuter weekday at the following intersections:
 - Route 9W at Shore Clove Road – **Saturday counts only**
 - Riverside Avenue at Shore Clove Road
 - Riverside Avenue at Harbor Pointe Drive – **Saturday counts only**
 - West Street at Girling Drive – **Saturday counts only**
 - Maple Avenue at West Street – **Saturday counts only**
 - Maple Avenue at Tor Avenue
 - Maple Avenue at Fairmont Avenue
 - New Main Street at Route 9W
 - New Main Street at Hudson Avenue
 - New Main Street at Clove Avenue
 - New Main Street at Maple Avenue
 - New Main Street at West Street/Broadway
 - West Broad Street at Hudson Avenue
 - West Broad Street at Conklin Avenue
 - West Broad Street at Maple Avenue
 - W Broad Street/Broad Street at Broadway
 - Westside Avenue at Route 9W
 - Westside Avenue at Conklin Avenue
 - Westside Avenue/Broadway at Samsondale Avenue
 - Gunree Avenue at Railroad Underpass
 - Gunree Avenue at Route 9W
 - Broad Street at Wayne Street

- Broad Street at Rockland Street
- Broad Street at liberty Street
- Main Street at Wayne Street/4th Street
- Main Street at Rockland Street/3rd Street
- Main Street at liberty Street/2nd Street

2. Potential Impacts

- a. "No Build" Traffic Volumes/Capacity Analysis – to include background traffic growth and other proposed projects in the area, to the extent known and taking into account any information received from the Village of Haverstraw Building Department and Planning Board. "No Build" and "Build" traffic volume analyses will be estimated for the year XX (estimated year of operation).
- b. "Build" Traffic Volumes/Capacity Analysis – Using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition anticipated trip generation will be modeled for the Proposed Action including construction and operations. Arrival and departure distributions will be developed based upon a review of existing traffic volumes on the roadway network and data provided by the Master Developer. The pre- and post-construction traffic volumes will be added to the No-Build traffic volumes to get the "Construction Traffic Volumes" and the "Build" traffic volumes. The Site Generated Traffic Volumes will be assigned to the roadway network based on the anticipated arrival and departure distributions. The Site Generated Traffic Volumes will be combined with the No Build Traffic Volumes to obtain the Build Traffic Volumes for each of the peak hours. A Synchro network model will be developed to model the intersections and assess the differences in traffic operation between build and no-build conditions.
 - i. Impacts will be analyzed for traffic capacity by comparing accident rates to the statewide average. In addition, an increase in traffic volume above 5% of the existing condition might indicate that mitigation is warranted.
 - ii. Changes in levels of service (LOS) will be analyzed and compared to acceptable industry standards. Where the existing LOS is A or B, a change in two LOS might warrant mitigation. Where existing LOS is C, D or E, an increase in turning delay beyond 10 seconds might warrant mitigation.
- c. Describe on-site traffic access and circulation, including stopping sight distances and truck turning analyses at the site driveway and intersections identified to assess whether fire apparatus, construction and delivery vehicles will be able to access, circulate and leave the site.
 - i. Impacts for access and circulation will be analyzed based on whether or not turning radii or sight distance meet the minimum criteria using ITE industry standards.

- d. Describe potential impacts to character of surrounding streets and provide a qualitative analysis on the proposed construction truck route and its safety.
 - e. Discuss any temporary or permanent measures that may be required or become necessary.
3. Mitigation Measures
- a. Discuss and evaluate mitigation measures for all identified significant adverse impacts. Mitigation measures will include but not limited to additional through and turn lanes, installation of traffic signals and other traffic controls, curb, sidewalk, turn restrictions, one-way operations, street closures or realignment, parking lot expansion, bike facilities, traffic calming, bus shelters and pedestrian safety measures and incentives to utilize mass transit and active public transportation.

M. Hazardous Materials

1. Hazardous Materials
- a. Existing Conditions
 - i. Summarize the findings of the Phase I Environmental Site Assessment of the site and the Geotechnical Report.
 - b. Potential Impacts
 - i. If any environmental contaminants are discovered on site, describe methods for abatement that would occur prior to commencement of or during construction activities.
 - c. Mitigation Measures
 - i. Discuss and evaluate mitigation measures for all identified significant adverse impacts.

N. Construction

1. Potential Impacts
- a. Describe the construction schedule and construction phasing plan.
 - b. Discuss impacts on adjacent land uses associated with proposed construction activities, including access to the site for construction vehicles, effects of construction traffic on adjacent roadways, effects of construction noise on adjacent receptors, construction staging and management of fill export and import.
 - c. Provide a qualitative discussion of the potential dust impacts resulting from site preparation, and post-construction activities.
 - d. Provide a qualitative discussion of the construction-related impacts of noise, including a discussion of the Project's adherence to the Chapter 157, Noise, of the Haverstraw Village Code.
 - e. Provide proposed techniques for rock removal, should it become necessary during construction. Describe potential impacts to adjacent properties that could result from rock removal. Any required pre-blast

surveys, photo/video demonstration, and seismic monitoring should be discussed.

2. Mitigation Measures
 - a. To minimize dust, the construction contractor would be required to develop and comply with a dust mitigation plan as part of the construction contract.
 - b. The DEIS will discuss and evaluate mitigation measures for all identified significant adverse impacts.

Chapter 4 Other Environmental Impacts

Based on the discussion in Chapter 3, any of the following areas of impact will be summarized and considered cumulatively.

1. Unavoidable Adverse Environmental Impacts.
2. Irreversible and Irretrievable Commitment of Resources.
3. Growth-Inducing, Secondary and Cumulative Impacts. A cumulative analysis of the proposed action and the proposed Project will be discussed. Growth-inducing aspects of the proposed action include its direct and indirect effects that promote additional development in the area. The nature of such anticipated growth as related to the Proposed Action will be described, and the impacts of that growth will be assessed. The cumulative impacts of the Proposed Action will be analyzed in consideration of the policies and development activities in adjoining communities.
4. Energy Use and Conservation. Provide a brief discussion on those aspects of the proposed project which would contribute to an increase in energy as well as potential options for conservation; discuss impacts from greenhouse gas emissions
5. Identify measures to avoid or reduce impacts on Climate Change. Provide a brief discussion on the Project's operational carbon footprint and any associated impacts due to the effects of climate change such as sea level rise and flooding. Provide a qualitative analysis of the carbon reducing strategies employed in the Project design.

Chapter 5 Alternatives

Summarize prior alternatives investigated to achieve regulatory compliance.

1. Alternative 1: No Action (Discuss the scenario where the status of existing land use remains unchanged.)
2. Alternative 2: Alternative Plan Based on Identified Significant Environmental Impacts (As a result of the DEIS analysis, if a significant environmental impact is identified that cannot be mitigated without a change in the site plan, the revised site plan will be evaluated under this Alternative.)

Chapter 6 References

Provide listing of the various documents and information sources utilized in the preparation of the Draft EIS.

DRAFT

EXHIBIT B

Transportation Study-September 21, 2022

A. Traffic Impact Study

Nelson + Pope (N+P) will conduct a comprehensive Transportation study (traffic, transit, bikes, and pedestrians) for the Haverstraw downtown area to support a grant application for the redevelopment of the downtown area. The transportation study will identify traffic impacts in the area and develop measures to mitigate such impacts. To accomplish this task, the following steps will be undertaken:

1. Perform a field inventory of existing roadway features in the study area including geometry, lane widths, traffic control, pavement markings, sidewalks, signage, parking restrictions, traffic signal timing and phasing, pedestrian accommodations, bike routes and existing transit facilities.
2. Identify connections and easements to enhance connectivity of transportation related pedestrian corridors, trails, and bicycle routes.
3. Conduct a walkability review of the roadways within the downtown area to identify any potential issues within the study area including pedestrian, bicyclists, motorists, users of public transportation, and citizens of all ages and disabilities. Provide general recommendations to improve walkability within the downtown area. Identify where engineering treatments may be needed and where crosswalks, and traffic control devices such as pavement markings and signage on roadways should be provided.
4. Mass transit availability will be described, including bus, and rail systems. Pedestrian and bicycle circulation will be described, and regional systems will be mapped.
5. Obtain and review available data from the U.S. Census Bureau on commuting patterns in the Village, i.e., the means of transportation to work, and the travel time to work. Roads will be described according to their NYSDOT Functional Classification, which groups roads according to the level and character of service they provide, and applicable jurisdiction. NYSDOT traffic volumes will be shown graphically to obtain a sense of the roads with the highest vehicle trips.
6. Conduct a generalized assessment of traffic operating conditions using existing data available from traffic studies for local developments (Chair Factory development), and NYSDOT studies. Areas of congestion, safety concerns, deficiencies and impediments will be identified.
7. Utilize the available weekday AM and PM traffic data at the following locations for the traffic study
 - Route 9W at Shore Clove Road
 - Riverside Avenue at Harbor Pointe Drive
 - West Street at Girling Drive
 - Maple Avenue at West Street
8. Collect turning movement counts at the following intersections and roadway segments during the AM (6AM-9AM), PM (4PM-7PM) and Saturday Middy (11:00AM-2:00PM) peak hours on a typical commuter weekday.
 - Route 9W at Shore Clove Road – **Saturday counts only**

- Riverside Avenue at Shore Clove Road
 - Riverside Avenue at Harbor Pointe Drive – **Saturday counts only**
 - West Street at Girling Drive – **Saturday counts only**
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 - Broad Street at Wayne Street
 - Broad Street at Rockland Street
 - Broad Street at liberty Street
 - Main Street at Wayne Street/4th Street
 - Main Street at Rockland Street/3rd Street
 - Main Street at liberty Street/2nd Street
9. Tabulate traffic count data identify peak hour factors and adjust data for seasonal variation using factors developed by the NYSDOT or other available sources.
 10. Obtain most recent 3-years of available crash data from NYSDOT for the study intersections and adjacent roadways. Tabulate the crash data by severity of injury and type of collision. Identify patterns and trends in the Traffic Impact Study. Develop crash rates and provide a comparison between current rates and crash rates on similar facilities statewide, as per standard traffic engineering practice. Provide a discussion of the project’s potential impact on crash rates and mitigate if required.
 11. Identify Other Planned Developments/Proposals in the nearby area that may affect the study intersections and consider these in the analyses. This list will be provided by the Village. Future projected traffic conditions will reflect traffic that will be generated by other planned and proposed developments in the study area, phased appropriately based on traffic studies conducted for these projects.
 12. Develop future No Build volumes for the study intersections. The Existing volumes will be adjusted to future No Build Volumes using annual growth factors that will we derived from US population census population projections, information developed for the New York Metropolitan Transportation Council’s Best Practices Model (BMP) or historical traffic data in the area. The methodology utilized will be documented in the study. The No Build volumes will represent the projection of traffic in the study area under the assumption that the downtown area will not be redeveloped.

13. The traffic that will be generated by the downtown redevelopment plan will be estimated by using statistical data contained in ITE Trip Generation, 11th Edition or other available sources. Prepare a trip distribution and assignment of site generated traffic for the proposed Downtown Redevelopment alternatives based on roadway network and existing travel patterns established by the turning movement counts, anticipated origin and destinations and the travel characteristic of the land uses proposed under the redevelopment.
14. Develop Build Condition volumes for the study roadways and intersections by adding the estimated traffic generated by the proposed downtown redevelopment plan to the No Build volumes.
15. Perform capacity analyses for the study intersections and roadways identified above. Analyses will be performed using the Synchro Version 11 software in order to provide level of service results for the study network. Vehicle classification and pedestrian counts will be reflected in the simulation and evaluation models. Simulations will be provided using Simtraffic 11 software. The analyses will be completed during the weekday AM, weekday PM and Saturday midday peak hours for the Existing, No Build and Build Conditions.
16. Existing traffic impacts and traffic impacts associated with the redevelopment will be identified and an overall mitigation plan will be provided for implementable mitigation of all impacts on the transportation system. Mitigation measures will include but not limited to additional through and turn lanes, installation of traffic signals and other traffic controls, curb, sidewalk, turn restrictions, one-way operations, street closures or realignment, parking lot expansion, bike facilities, traffic calming, bus shelters and pedestrian safety measures and incentives to utilize mass transit and active public transportation. Measures to mitigate these impacts will be provided and analyzed.
17. Prepare a report containing text and graphics summarizing the findings of transportation study

Fee: \$92,800.00



NELSON POPE VOORHIS

environmental • land use • planning

May 16, 2022

Village of Haverstraw
Attn: Hon. Michael Kohut, Mayor
Haverstraw Village Hall
40 New Main Street
Haverstraw, NY 10927

RE: PROPOSED RETAINER AGREEMENT, VILLAGE OF HAVERSTRAW, NY

Dear Michael:

On behalf of Nelson Pope Voorhis (NPV), I am pleased to submit this proposed retainer contract for planning services to the Village of Haverstraw. The longstanding relationship between the Village and NPV (including its predecessor firms of Turner Miller Group and Turner/Geneslaw, Inc.) precludes the need for a lengthy promotional discussion.

In response to increased demands for service through the last six to twelve months and in anticipation of further increased demands due to the continuing DRI process, CFA grant submissions and multiple large development projects, we believe the attached contract will provide the most value for the Village of Haverstraw by establishing a regular presence by NPV staff at Village Hall and at Village land use board meetings. Particularly the agreement will provide 20 hours of service per month at a discounted rate of approximately 20%, plus additional discounts of 10% from our usual rates for any time spent on Village matters. This arrangement will provide reduced rates for DRI implementation, grant writing and administration, preparation of resolutions and coordinating with Village staff and Boards with the processing of multiple upcoming applications.

Should you have any questions or require additional information, please do not hesitate to contact me at mstach@nelsonpoppevoorhis.com or at 845.368.1472 x106.

Very truly yours,

NELSON, POPE & VOORHIS, LLC

Max Stach, AICP

Partner

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

By and Between.

THE VILLAGE OF HAVERSTRAW VILLAGE BOARD

and

NELSON, POPE & VOORHIS, LLC

THIS AGREEMENT entered into as of _____, 2022, by and between the **VILLAGE OF HAVERSTRAW BOARD OF TRUSTEES** (“Village Board”) with offices at Haverstraw Village Hall, 40 New Main Street, Haverstraw, NY 10927 and **NELSON, POPE & VOORHIS, LLC**, with offices at 156 Route 59, Suite C6, Suffern, NY 10901, hereinafter referred to as “NPV.”

WHEREAS, the Village Board wishes to obtain professional planning services for a variety of planning functions, including assisting the Village in preparing and/or reviewing SEQR, land development applications, plans and zoning amendments, site specific zone petitions, and other environmental and planning assignments on behalf of the Village of Haverstraw; and

WHEREAS, the Village wishes to retain NPV to provide these services.

NOW, THEREFORE BE IT RESOLVED, that the parties hereto do mutually agree as follows:

- A. Employment as Planner.** The Village Board hereby retains NPV as an independent contractor and NPV agrees to perform the professional environmental and planning services set forth herein.
- B. Scope of Services.** NPV shall be responsible for providing the following services, at the request of the Village:
 - 1. Retainer Services.** It is anticipated that these services would be compensated as part of the monthly retainer as detailed in Section C, Fees and Method of Payment. It is anticipated that these services in their aggregate will average 20 hours per month.
 - a. Provide on-call planning and community development advice to the Village Mayor, Trustees, Planning Board Chair and office staff as needs arise, where such advice is not attributed to a particular site-specific application.
 - b. Review any applications or planning matters referred to the Village of Haverstraw by neighboring municipalities, the County or State Agencies pursuant to General Municipal Law requirements or State Coastal Zone (LWRP) requirements.
 - c. Attend meetings of the Village Board as required to provide planning and SEQR advice on Village matters as recommended by the Village.

- d. Make formal presentations of proposed planning, zoning or other projects at Village Board meetings and work sessions.
 - e. Advise, assist, or administer on grants, as requested (see B.2, Additional Planning Services).
 - f. Advise the Village and any of the boards or committees as requested by the Village Board on various land use issues confronting the community.
 - g. Prepare memos as requested by the Village Board on matters before the board.
 - h. Provide coordination, review, and comment on materials and process on planning studies or matters as requested by the Village Board on work before the board conducted by others. This could include affordable housing, comprehensive plan, regional plans, or other such initiatives.
 - j. Draft new or amended zoning or other land use regulations commissioned by the Village that do not require a significant amount of time (see B.2, Additional Planning Services).
 - k. Provide land use application review services, as detailed in Section B.3, Escrowed Land Use Application Review Services, for Planning Board applications that do not have an established escrow account and do not require a significant amount of time (see B.2, Additional Planning Services).
- 2. Additional Planning Services.** These additional planning services typically necessitate over 20 hours of work in a given month. These services would require NPV to obtain written or email approval from the Village Mayor or Planning Board Chairman to engage in Additional Planning Services based upon our hourly rates as detailed in the Municipal Hourly Rate Schedule below in Section C.
- a. Prepare planning studies, reports, draft significant new or amended zoning or other land use regulations commissioned by the Village.
 - b. Write substantial grant applications.
 - c. Review services undertaken for larger or more complicated Planning Board applications that do not have an established escrow.
- 3. Escrowed Land Use Application Review Services.** It is anticipated that for land use application reviews, such compensation will be drawn from escrow accounts established for an application based upon our hourly rates as detailed in Section C, Fees and Method of Payment. A written or email request to review will be provided by the Mayor or Village Staff prior to engagement by NPV in these services.
- a. At the Village's request, attend Village Board, Planning Board, and Zoning Board of Appeals meetings, technical meetings, and review applications in advance of a meeting.
 - b. Prepare memoranda summarizing the review of subdivision, site plan, special use permit or other land use applications before a board.
 - c. Review and prepare State Environmental Quality Review Act (SEQRA) documents submitted in support of a land use application.
 - d. Conduct field surveys and site visits for site-specific applications.
 - e. Prepare findings and recommendations concerning reviews completed under (a) through (d).

- f. Consult with the Board Clerks and the Building Department in questions regarding referrals, mailing, agenda items, completeness of applications, need for site plan or subdivision approval, variances, etc.
- g. Work with the Building Department and other agencies to ensure compliance with approval resolutions.
- h. Draft or assist the applicable Village attorney in preparing SEQRA and resolutions of a decision made by a board, e.g., site plan, subdivision, special use permit, and similar resolutions.
- i. Other such services requested in the review of a land use application.

C. Fees and Method of Payment.


1. **Retainer Fee.** All services under Item B.1 shall be compensated by a monthly fee of \$2,500. Based on 20 hours, this is an hourly rate of \$125.00 per hour, equivalent to a 20-25% discount for Partners and senior staff. This fee may be adjusted at the request of either party and upon approval of both parties in the event that actual time expended regularly exceeds or fails to meet the 20 hour baseline.
2. **Additional Planning Services Rates.** For services set forth in B.2 above, services will be compensated on an hourly basis in accordance with the Fee Schedule set forth in Attachment A with a 10% discount applied. The fee would be estimated in advance for each assignment.
3. **Escrowed Land Use Application Review Services.** For services set forth in B.3 above, services will be compensated on an hourly basis in accordance with the Fee Schedule set forth in Attachment A.
4. **Other costs.**
 - a. Other costs and expenses will be subject to the terms and conditions contained in Attachment B.
5. **Method of payment.** Payment of NPV's services shall be made upon receipt by the Village of an invoice, together with a Village voucher if required, which shall be submitted monthly. Invoices shall specify the amount of time expended, and a description of the task(s) performed as per the applicable Board's prior authorization, entitling NPV to receive the amount requested under the terms of the agreement.
6. **Hourly Rates.** The Village Board finds that the rates set forth in this contract are reasonable and customary for the Hudson Valley.

D. Time of Performance.

- A. The services of NPV are to commence upon the date of execution of this agreement, which shall be effective June 1, 2022 to June 1, 2023. The Village Board, at its option, may renew this agreement for an additional one (1) one-year term thereafter at the same terms and conditions.

C. The Village Board has the right to terminate this agreement at any time with or without cause. Under no circumstances shall this be deemed an employment contract for any defined period of time.


IN WITNESS WHEREOF, the Haverstraw Board of Trustees authorizes the Mayor of the Village of Haverstraw to execute this agreement through signature below.

By: 

Michael Kohut, Village Mayor
On behalf of the VILLAGE OF HAVERSTRAW BOARD OF TRUSTEES



Date

By: 

Max Stach, MCP, Partner
On behalf of NELSON, POPE & VOORHIS, LLC

May 16, 2022
Date

EXHIBIT A
NELSON, POPE & VOORHIS, LLC
HUDSON VALLEY
MUNICIPAL HOURLY RATE SCHEDULE
LOWER HUDSON VALLEY REGION
(Dutchess (S); Orange; Putnam; Rockland (N/W);)

Time Rates Fee Schedule for items previously listed as time rates and other services that may be required but are not included in this proposal:

	<u>Full</u> <u>Muni Rate</u>
Managing Partner/Principal	\$195.00
NPV Senior Partner	\$185.00
Partner/Division Manager	\$180.00
Partner/Principal Planner	\$165.00
Senior Associate NPV	\$165.00
Project Manager/Principal Environmental Planner	\$160.00
Project Manager/Hydrogeologist	\$160.00
Project Manager/Senior Environmental Scientist	\$160.00
Principal Planner	\$160.00
Principal Environmental Planner	\$155.00
Transportation Planner	\$155.00
Senior Environmental Planner	\$155.00
Senior Planner	\$150.00
Senior Environmental Scientist	\$145.00
Landscape Ecologist	\$145.00
Senior Environmental Planner II	\$140.00
Director of Grants Management Services	\$140.00
Economic Analyst/Planner	\$140.00
Environmental Planner	\$140.00
Environmental Planner II	\$135.00
Environmental Planner III	\$125.00
Planner	\$140.00
Planner II	\$135.00
Planner III	\$125.00
Environmental Scientist	\$135.00
Environmental Engineer	\$130.00
Environmental Analyst	\$105.00
Planning Analyst	\$100.00
Assistant Landscape Ecologist	\$100.00
Assistant Landscape Ecologist II	\$95.00
Environmental Technician	\$95.00
Planning Technician	\$90.00
Project Coordinator	\$90.00
Field Technician	\$85.00
Other Administrative Staff	\$75.00
Court Testimony	\$350.00

**GENERAL TERMS AND CONDITIONS**

The following **General Terms and Conditions** are applicable to Agreements between Nelson, Pope & Voorhis, LLC, "NP&V" and the **Client**, when attached to and made part of such Agreement or Proposals.

1.0 INVOICES, REIMBURSABLE EXPENSES, ESCALATION OF FEES**1.1 Invoices**

NP&V will submit invoices to Client on NP&V's standard invoice form, terms net ninety (90) days. Partially completed items of work for which a fee has been specified will be billed based upon percentage of completion as estimated by NP&V otherwise invoices will be based upon NP&V's Schedule of Standard Hourly Rates in effect at the time the work is performed. Past due balances are subject to interest of 1.0 percent per month, or the maximum permitted under state law, whichever is less. NP&V, after giving seven (7) days written notice, may suspend services under any Agreement until all past due accounts, including applicable interest, have been paid. In the event that the invoice is not paid voluntarily and promptly, and must be liened and/or referred to an attorney or agency for collection, the Client agrees to pay to NP&V, NP&V's reasonable collection and attorney's fee equal to twenty-five percent (25%) of the total amount due at that time.

The minimum time segment for charging of survey field work is four (4) hours. The minimum time segment for charging of all other work is one-half hour. Where applicable, rental charges will be applied to the project to cover the cost of instrumentation and/or technical equipment.

1.2 Reimbursable Expenses

Reimbursable expenses are charged to the Client at cost plus five percent (5%) to cover interest and administrative costs.

1.2.1 Reproduction of plans, specifications and other documents, including documents necessary for submission to regulatory agencies and for coordination with Client and any other Client consultant. Reproduction charges for documents reproduced by NP&V in-house are: blackline (\$0.45/sf); translucent bond (\$0.70/sf); mylar (\$6.75/sf); presentation paper (\$3.35/sf); B&W- 8 1/2x11 (\$0.10/ea), 8 1/2x14 (\$0.15/ea), 11x17(\$0.30/ea); Color 8 1/2x11 (\$0.65/ea), 8 1/2x14 (\$1.25/ea), 11x17(\$2.00/ea), other size (\$2.00/sf); report binding (\$10.00/ea creation of portable document format (PDF) and emailing of documents (Time Rates). In-house document reproduction not subject to reimbursable markup. The cost of outside services for document reproduction will be billed as reimbursable expense.

1.2.2 Permit, Application and Filing fees advanced by NP&V. In general, all processing fees including but not limited to permits and applications shall be the responsibility of the Client.

1.2.3 The cost of equipment rental including where applicable equipment operators, and subcontracted services, such as authorized photogrammetry, testing services, geotechnical services, laboratory services, archeological services, and other specialized services by consultants, excluding those services which are explicitly included in the NP&V proposal.

1.2.4 Expenses for the specific benefit of the Client consisting of travel, incidental expenses, and expendable materials and supplies purchased specifically for the project.

1.2.5 If the services covered by this Agreement are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and are subject to reimbursement as provided herein.

1.2.6 Cost of delivery of documents to Client, regulatory agencies, or to others designated by the Client will be billed at either Time Rates, if performed by NP&V staff, or as a reimbursable expense, if an outside service is used.

1.3 Escalation of Fees

1.3.1 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by the Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this proposal;

1.3.2 NP&V shall have the right to increase its compensation payable by the Client to NP&V in the event that NP&V must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided that NP&V give the Client thirty (30) days prior notice as to the cause for escalation and the additional amounts involved.

1.3.3 NP&V may make an annual adjustment to its Standard Hourly Rates and document reproduction fees. Services performed on an hourly cost basis will be invoiced in accordance with the Rate Schedule in effect at the time such services are performed.

1.3.4 NP&V reserves the right to make adjustments fees after 1 year from submittal of proposal.

2.0 INSURANCE

NP&V represents and warrants that it now has in full effect and will maintain the following insurances for the duration of this project:

NP&V will furnish to the Client certificates of insurance upon request. Premiums for insurance coverage in excess of these coverage's, when requested by the Client, will be charged to the project and are subject to reimbursement.

2.1 Commercial General Liability Insurance covering as insured NP&V and as an additional insured Client with the following limits of liability:

Personal Adv. Injury -	\$1,000,000 for each occurrence
General Aggregate	\$2,000,000 in the aggregate
Excess Liability-Umbrella	\$5,000,000 for each occurrence
and	\$5,000,000 in the aggregate

2.2 Worker's Compensation Insurance securing compensation for the benefit of NP&V's employees as required by the Worker's Compensation Law. Premiums for additional insurance coverage required for work on or near the waterfront will be charged to the project and are subject to reimbursement.

2.3 Comprehensive Automobile Liability Insurance covering owned, non-owned, and hired vehicles will be provided upon request.

2.4 Professional Liability Insurance insuring against negligent acts, errors and omissions, by NP&V, in an amount of \$2,000,000 per claim with a \$4,000,000 aggregate.

3.0 CLIENT'S RESPONSIBILITIES

3.1 The Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project; examine and respond promptly to NP&V's submissions; and give prompt written notice to NP&V whenever he observes or otherwise becomes aware of any defect in the work.

3.2 The Client shall provide right of entry for NP&V personnel and equipment necessary to complete the work.

3.3 While NP&V will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

3.4 The Client shall be responsible for payment of all fees in connection with the Project. Payment of fees by Client is NOT contingent upon receipt of Agency Approvals.

4.0 COMMENCEMENT AND COMPLETION OF WORK

4.1 NP&V shall commence work on this project after receipt of a signed Proposal which establishes our Agreement for Professional Services at a schedule agreed upon by NP&V and Client.

4.2 Proposals that have been submitted but not signed will be considered as being accepted if the client verbally instructs NP&V to proceed;

GENERAL TERMS AND CONDITIONS

4.3 Should the performance or completion of the work by NP&V hereunder be delayed by flood, earthquake, fires, strikes, governmental orders or any other similar or dissimilar causes beyond the control of NP&V or due to changes, delays, acts or omissions, by Client, contractors or their agents and representatives, then the time for performance or completion by NP&V hereunder shall be extended for the period of such delays.

5.0 CHANGED CONDITIONS

Certain conditions may arise during the performance of our services which may differ significantly from those assumed to exist when the Scope of Services was prepared.

If, in the opinion of NP&V, the Agreement is no longer adequate in light of occurrences or discoveries that were not originally contemplated by or known to us, we have right to renegotiate the Agreement by first identifying the Changed Condition and informing the Client.

The Client and NP&V shall promptly and in good faith enter into renegotiation of the Agreement to help us to meet the Client's needs. If renegotiated terms cannot be agreed to, the Client agrees that NP&V has an absolute right to terminate this Agreement.

6.0 COMPLIANCE WITH CODES AND STANDARDS

NP&V's services shall be consistent with sound engineering and surveying practices and shall incorporate those publicly announced federal, state and local laws, rules, regulations, codes and standards that are applicable at the time NP&V rendered their services. In the event of change in a law, rule, regulation, code, standard or similar document NP&V shall assess its impact. If, in NP&V's professional opinion, the impact is such to significantly affect NP&V's fees, costs or anticipated completion date, a Changed Condition shall be deemed to exist and shall be dealt with pursuant to Section 5. In any event, the Client waives any claim against NP&V, and agrees to defend, indemnify and hold NP&V harmless for any claim or liability for injury or loss allegedly arising from NP&V's failure to abide by federal, state and local laws, rules, regulations, codes and standards that were not in effect or publicly announced at the time when NP&V otherwise would have incorporated their intent into the work. The Client further agrees to compensate NP&V for any time spent or expenses incurred by NP&V in defense of any such claim, in accordance with NP&V's prevailing fee schedule and expense reimbursement policy and the statements for legal services rendered to NP&V.

7.0 MAINTENANCE OF PROFESSIONAL STANDARDS AND ETHICS

7.1 The Client recognizes that NP&V's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to NP&V or to the engineering and surveying professions. Services performed by NP&V under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE. If a situation emerges that causes NP&V to believe compliance with the Client's wishes could result in NP&V violating an applicable provision or aspect of professional standards or ethics, laws or regulations, NP&V shall so advise the Client. The Client and NP&V shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminate this Agreement in accordance with termination provisions stated herein.

7.2 The Consultant makes no representation or warranties that the Project will achieve any LEED certification level or accreditation, or impact the future performance or operating costs associated with the Project.

7.3 NP&V shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

8.0 OWNERSHIP OF DOCUMENTS

8.1 All reports, studies, plans and specifications, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NP&V as instruments of service, shall remain the property of NP&V.

8.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

8.3 NP&V will retain all pertinent records relating to the services performed for the period of six (6) years following submission of the report, study, plans and specifications, during which period the records will be made available to the Client for inspection at NP&V's office, at reasonable times, provided, however, that all NP&V invoices rendered in connection with the services performed have been paid.

9.0 DEFECTS IN SERVICES

The Client and the Client's personnel, contractors and subcontractors shall promptly report to NP&V any defects or suspected defects in NP&V's work or services, in order that NP&V may take prompt, effective measures which in NP&V's opinion will minimize the consequences of a defect in service.

10.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 NP&V, subject to the limitation in 10.3 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors and omissions of NP&V in connection with the performance of the work described in this Agreement.

10.2 NP&V shall not be responsible for the acts or omissions of the Client, contractor or any third parties in connection with or arising out of the project. The Client hereby holds harmless and indemnifies NP&V against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by NP&V which arise out of the foregoing. Expenses shall include, but not be limited to time charges by NP&V's partners and employees at NP&V's then standard hourly fees.

10.3 The Client agrees that NP&V's aggregate liability to the Client and to all construction contractors and subcontractors on the project, due to NP&V's professional negligent acts, errors, omissions and/or alleged breach of contract shall not exceed NP&V's total fee for services rendered on the project.

10.4 The Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third-party claim, against NP&V unless the Client has first provided NP&V with a written certification executed by an independent design professional currently practicing in the same discipline as NP&V and licensed in the state in which the project for which NP&V's services were rendered is located. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to NP&V not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

10.4.1 The Client shall make no claim for breach of contract, misrepresentation, or fraud arising out of any statement, representation or omission by NP&V in any certification or report required under the Martin Act (General Business Law §§ 352,353), or the regulations enacted thereunder, in connection with any project for which the plans and specifications were approved by Client and/or the municipality with jurisdiction over said plans or specifications prior to the issuance of said report or certification, arising out of any design element, error or omission known to or disclosed to Client and/or said municipality prior to the time of said approval, and Client shall indemnify, defend and hold NP&V harmless from and against any such claim made by any homeowners association or unit owner claiming to have relied upon any such certification or report.

10.5 The Client recognizes that topographical mapping prepared from aerial photography is subject to an inherent margin of error. Client agrees that NP&V shall not be liable for any site work changes due to differences between actual site conditions and conditions depicted on topographic mapping used to prepare plans for the Project.

GENERAL TERMS AND CONDITIONS

10.6 NP&V has no control over, charge of, or responsibility for construction. Client (owner) shall retain a qualified contractor(s), licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, NP&V, NP&V's subconsultants, and agents and employees or any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name the Client, NP&V, NP&V's subconsultants as additional insured on Contractor's Commercial General Liability insurance policies.

11.0 DISPUTES

11.1 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation in which NP&V or the Town of Wallkill prevails, it is agreed that NP&V or the Town of Wallkill shall be entitled to recover all reasonable costs incurred as a result of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

11.2 Notwithstanding the foregoing, NP&V shall have the right to submit any controversy or claim arising out of or relating to this contract, or the breach thereof, to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11.3 The Client recognizes NP&V's right not to release documents until the Client has made the account receivables current, excluding only any billed fees in dispute, providing the Client has notified NP&V in writing within thirty (30) days of the invoice date identifying the portion of the fees in dispute and the reason for the dispute. All undisputed fees on the disputed invoice shall be paid in accordance with these terms.

12.0 TERMINATION

12.1 This Agreement may be terminated by either party upon ten (10) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, NP&V shall be paid for services performed to the termination notice date plus reasonable termination expenses.

12.2 This Agreement may be terminated by NP&V, pursuant to Section 5 and 7 hereof, upon ten (10) calendar days written notice.

12.3 In the event of termination, a final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the end of the cancellation period (the effective date of cancellation) for any unbilled time.

13.0 GOVERNING LAW

The laws of the state in which the office of NP&V, performing the work under this Agreement, is domiciled will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

14.0 ASSIGNS

The Client may not delegate, assign, sublet or transfer his duties, obligations or interest in this Agreement without the written consent of NP&V

the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase. First, the population of the world has increased from 5 billion in 1987 to 6 billion in 2000. Second, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000. Third, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000. Fourth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000. Fifth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

There are a number of reasons for this increase. First, the population of the world has increased from 5 billion in 1987 to 6 billion in 2000.

Second, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Third, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Fourth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Fifth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Sixth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Seventh, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Eighth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Ninth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Tenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Eleventh, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Twelfth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Thirteenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Fourteenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Fifteenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Sixteenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Seventeenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Eighteenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Nineteenth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Twentieth, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Twenty-first, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

Twenty-second, the number of people in the world who are living in poverty has increased from 1.2 billion in 1987 to 1.6 billion in 2000.

EXHIBIT C

Infrastructure and Amenity Funding Schedule and Allocation of Purchase Price Schedule

Infrastructure/Amenity	Total Value	Award	Award Type	Percentage of Allocation of Award to Purchase Price	Amount of Award Allocated to Purchase Price
Total Amount of Awards Allocated to the Purchase Price					
					(less the Purchase Price)
Total Amount of Awards Allocated in excess of the Purchase Price					

<u>Improvement</u>	<u>Cost Estimate</u>	<u>Notes</u>
Liberty Street	TBD	Improved Liberty Street.
Other Road Infrastructure	TBD	Other public roadway improvements.
Shoreline Stabelization	TBD	Stabelization of the Shoreline along bowline pond and the Hudson River.
HHQP Waterfront Pedestrian Path/Boardwalk	TBD	Continuation of HHQP.
Storm Water Infrastructure	TBD	Public improvements to Storm Water retention.
Waste Water Infrastructure	TBD	Public improvements to Waste Water system.
Utility Infrastructure	TBD	Public improvements to Utility system.
Waterfront promenade	TBD	Includes all work for walkways, landscaping, and seating areas.
Recreational Activity Fields	TBD	Small sport fields, games areas.
Passive Park System	TBD	Large and small lawn and hardscaped areas with seating.
Public Piazza	TBD	Large central gathering space for festivals and events.
Other Public Plaza's	TBD	Small gathering spaces for smaller group events.
Picnic Areas	TBD	Areas for picnics.
Playgrounds	TBD	Children play areas.
Public Restrooms and Facilities	TBD	Bathrooms and areas of relief.
Dog Park/Run	TBD	Dog amenities.
Amphitheatre	TBD	Lower cost landscaped area for small to medium musical and theatre performances.
Pathway from Main Street to the Water	TBD	Pedestrian connection from terminus of Main Street to the waterfront likely between the new development structures and Emeline Park.
Recreational Boat Launch	TBD	Launch for Kayaks, row boats, fishing etc.
Marina	TBD	Full fledge Marina for small and medium motor craft.
Ferry Landing	TBD	New Ferry Landing for NY Waterways.

**EXHIBIT D
Reimbursable Municipal Expenses**

**Village Escrow/Fees Chart
(September 2022)**

<u>Village Soft Cost Item</u>	<u>Paid by Village Directly</u>	<u>Escrow- For Technical Review and Legal Services Per §132-5 and §197-9 ("Escrow A")</u>	<u>Escrow- Based Upon Scope of Work ("Escrow B")</u>	<u>Developer Direct Pay</u>
Legal - MDA	X			
Legal - Land Use and Zoning		X		
Legal - Environmental		X		
Legal - Title	X			
Planner - Zoning/RAP		X		
Planner - SEQR			X	
Planner - Site Plan Approval		X		
Engineering - SEQR		X		
Engineering - Site Plan Approval		X		
Engineering - SWPPP Review		X		
Engineering –Construction Inspection				X
Building Permit Fees				X
Planning Board Fees				X
Road Opening/Curbcut				X
Grant Applications and Reviews	X			

EXHIBIT C

**LIENS, CHARGES AND ENCUMBRANCES
(TBD – Need title report)**

Known As of September 6, 2022:

Tax Lot 27.09-1-3 (Chair Factory Site):

- Twenty-four foot (24') wide right of way for ingress and egress in favor of Orange and Rockland Utilities, Inc. (Liber 702, Page 278 / Liber 702, Page 283)

EXHIBIT D
MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT made this _____ day of _____, 20____, by and between _____, Seller(s), having an address of _____ and _____, Purchaser(s), having an address of _____;

For valuable consideration described in the Contract between the parties dated _____, Seller(s) has agreed to sell and Purchaser(s) has agreed to purchase _____ and designated as Tax Map Section _____, Block _____, Lot(s) _____ (the "Property") as more fully described on Exhibit A attached hereto, under the terms and conditions described in said Contract.

The closing and transfer of title is to occur on or about _____

SELLER:

PURCHASER:

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

On the _____ day of _____, 20__ before me, the undersigned, 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

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

On the _____ day of _____, 20__ before me, the undersigned, 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 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