The Minutes of the Special Meeting of the Village of Haverstraw Board of Trustees on Monday, June 29, 2026 beginning at 3:00 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL	Trustee Carlevaro	- Present
	Trustee Caccuro	- Present
	Trustee Santana	- Present
	Trustee Sena	- Present
	Mayor Kohut	- Present

Mayor Kohut: The Mayor opened the meeting and announced that the Special Meeting was called for to discuss the 6th amendment to the Master Development Agreement between the Village and the Haverstraw Community Chair Factory LLC. He invited David Cooper, Esq. to speak regarding the proposal.

David Cooper Esq., Zarin & Steinmetz, special counsel for this matter: Mr. Cooper explained in detail the agreements with the developer, the 5th Amendment and its conditions for approval and then further detailed the 6th amendment to the Master Development Agreement.

Mayor Kohut added that while Mr. Cooper was handling this matter he found that the building permit fees can only be adjusted by the Village Board after a Public Hearing was held.

The full text of the Sixth Amendment to the Master Development Agreement is as follows:

SIXTH AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT (this "Sixth Amendment") is made as of June 29, 2026 (the "Effective Date"), by and between the **VILLAGE OF HAVERSTRAW**, a municipal corporation with offices at 40 New Main Street, Haverstraw, New York 10927 ("Village") and **Haverstraw Community Chair Factory LLC**, having its principal office at 1046 New York Avenue, Huntington Station, New York 11746 ("Master Developer") (collectively, the "Parties").

RECITALS:

WHEREAS, Master Developer and the Village are the parties to that certain Master Development Agreement dated September 30, 2022 (the "Initial MDA"), as amended by the First Amendment to the MDA dated February 6, 2023 ("1st MDA Amendment"), as amended by the Second Amendment to the MDA dated April 3, 2024 ("2nd MDA Amendment"), as amended by Village Resolution #301-2024 dated October 8, 2024 ("3rd MDA Amendment"), as amended by the Fourth Amendment to the MDA dated as of January 6, 2025 ("4th MDA Amendment"), and as further amended by the Fifth Amendment to the MDA dated December 3, 2025 ("5th MDA Amendment" and together with the Initial MDA, the 1st MDA Amendment, the 2nd MDA Amendment, the 3rd MDA Amendment, and the 4th MDA Amendment, as amended, the "MDA"); and

WHEREAS, the 5th MDA Amendment added Article 14 to the MDA, which includes Section 14.03 (Subdivision Process) requiring that "the Master Developer shall cause its affiliate to effectuate and perfect a subdivision of the land described above herein by recording the then approved plat with the County Clerk so the new lots can receive building permits (the 'Subdivision')"; and

WHEREAS, Section 14.03 of the 5th MDA Amendment further provides that "[i]n the event the Master Developer does not obtain Subdivision approval by Construction Closing, then the Village's obligation to convey the Phase 2 Property to the Master Developer in Section 14.02 above shall be null and void"; and

WHEREAS, Section 14.02 of the 5th MDA Amendment conditions the conveyance of the Phase 2 Property upon "the perfection of the subdivision for the larger site"; and

WHEREAS, the Recitals of the 5th MDA Amendment reference "the Master Developer's obligation to effectuate and perfect the subdivision of those certain parcels described above and more particularly depicted on Exhibit A-2"; and

WHEREAS, Section 4.01 of the Initial MDA establishes a milestone for "Submission of Phase 1 Site Plan, sub-division and other necessary site-specific application(s) for Project" within "[f]ive (5) months following adoption of Zoning and SEQRA"; and

WHEREAS, the 4th MDA Amendment recitals reference that "on November 4, 2024, the Master Developer submitted Site Plan and Subdivision Application to the Village, which it approved on or about December 2, 2024"; and

WHEREAS, the Parties now desire to amend the MDA to (i) remove the subdivision as a condition precedent to the Village's conveyance obligations and the discharge of the Unsecured Promissory Note, and (ii) establish the subdivision as a post-closing obligation of the Master Developer to be completed within [twelve (12) months] following Construction Closing, while preserving the Village's cooperation obligations in connection with such subdivision; and

WHEREAS, the Parties acknowledge that the Project can proceed to Construction Closing and that building permits can be issued for the Acquisition Parcels without requiring the perfection of the subdivision prior to closing (but not temporary or final Certificates of Occupancy), and that the Master Developer shall pursue and complete the subdivision following Construction Closing as set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Master Developer hereby agree to amend the MDA as follows:

ARTICLE 1

RECITALS

1.01 *Recitals Integral*. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of this Sixth Amendment, constituting acknowledgments and agreements by and between the Parties hereto, and are incorporated in this Sixth Amendment by this reference.

ARTICLE 2

DEFINITIONS

2.01 *Definitions*. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the MDA, as amended. In addition, the following defined terms are hereby added or amended:

(a) **"Subdivision"** shall mean a subdivision of the Property (or any portion thereof) effectuated and perfected by the Master Developer or its affiliate by recording an approved subdivision plat with the Rockland County Clerk, which the Master Developer shall complete within twelve (12) months following Construction Closing as a post-closing obligation.

ARTICLE 3

AMENDMENTS TO 5TH MDA AMENDMENT RECITALS

3.01 *Amendment to 5th MDA Amendment Recitals*. The following recital language in the 5th MDA Amendment is hereby amended as follows:

(a) The recital clause in the 5th MDA Amendment reading:

"the remainder Phase 2 Property (as defined above and as more particularly described on Exhibit A-3) will be conveyed to Purchaser **following the perfection of the subdivision for the larger site** (i.e. the Property plus adjacent parcels which are currently held privately) at, or before, the commencement of the construction finance phase closing to complete the first phase of the Project which must take place on or before September 30, 2027 (the 'Construction Closing')"

is hereby deleted and replaced with:

"the remainder Phase 2 Property (as defined above and as more particularly described on Exhibit A-3) will be conveyed to Purchaser at, or before, the commencement of the construction finance phase closing to complete the first phase of the Project which must take place on or before September 30, 2027 (the 'Construction Closing'), **provided that the Master Developer shall effectuate and perfect a subdivision of the larger site (i.e. the Property plus adjacent parcels which are currently held privately) within twelve (12) months following Construction Closing, and the Village shall cooperate with such subdivision as set forth in Section 14.03 hereof. Notwithstanding the foregoing, the Parties acknowledge that no temporary or permanent certificates of occupancy for the Project may be issued until such time as the Subdivision is recorded.**"

Cross-Reference: 5th MDA Amendment, Recital Paragraph (beginning "WHEREAS, the Parties hereto and the parties to the PSA agreed...")

(b) The recital clause in the 5th MDA Amendment reading:

"the Master Developer's obligation to effectuate and perfect the subdivision of those certain parcels described above and more particularly depicted on Exhibit A-2"

is hereby deleted and replaced with:

"**the Master Developer's obligation to effectuate and perfect** a subdivision of those certain parcels described above and more particularly depicted on Exhibit A-2 **within [twelve (12) months] following Construction Closing**"

Cross-Reference: 5th MDA Amendment, Recital Paragraph (beginning "WHEREAS, the Master Developer and the Village also desire...")

ARTICLE 4

AMENDMENTS TO SECTION 14.02 (VILLAGE LAND DISPOSITION OBLIGATIONS)

4.01 *Amendment to Section 14.02*. Section 14.02 of the MDA (as added by the 5th MDA Amendment) is hereby amended by deleting the following sentence:

"Subject to Section 14.03 below, the Village agrees that the obligation to convey the Phase 2 Property..."

and replacing it with:

"The Village agrees that the obligation to convey the Phase 2 Property (Exhibit A-3), inclusive of other lands, parcels, public rights of ways to be de-mapped and conveyed to Purchaser to fill-out the Exhibit A-2 Proposed Development Lots for nominal consideration to the Master Developer, its successors and assigns, shall survive conveyance of the Acquisition Parcels, any foreclosure, receivership, or transfer in

bankruptcy, or any other transfer of title, and shall remain a continuing obligation on the Village until Construction Closing. **For the avoidance of doubt, the Village's obligation to convey the Phase 2 Property shall not be conditioned upon the perfection of the Subdivision prior to Construction Closing; provided, however, that the Master Developer shall take title to the Phase 2 Property "As Is" and without grantor's warranties, and the Master Developer shall complete the Subdivision within [twelve (12) months] following Construction Closing as set forth in Section 14.03.**"

Cross-Reference: 5th MDA Amendment, Section 14.02 (Village Land Disposition Obligations)

4.02 *Deletion of Subdivision Condition from Section 14.02*. Any language in Section 14.02 of the MDA conditioning the Village's conveyance obligations upon the Subdivision prior to Construction Closing is hereby deleted. The Village's obligation to convey the Phase 2 Property shall not be conditioned upon pre-closing completion of the Subdivision, provided that the Master Developer shall complete the Subdivision within twelve (12) months following Construction Closing. Notwithstanding the foregoing, the Parties acknowledge that no temporary or permanent certificates of occupancy for the Project may be issued until such time as the Subdivision is recorded

ARTICLE 5

AMENDMENTS TO SECTION 14.03 (SUBDIVISION PROCESS)

5.01 *Deletion and Replacement of Section 14.03*. Section 14.03 of the MDA (as added by the 5th MDA Amendment) is hereby deleted in its entirety and replaced with the following:

"14.03 *Subdivision Process (Post-Closing Obligation)*.

(a) **Post-Closing Obligation**. The Master Developer **shall** cause its affiliate to effectuate and perfect a subdivision of the Property (or any portion thereof) by recording an approved subdivision plat with the Rockland County Clerk (the 'Subdivision') **within twelve (12) months following Construction Closing**. **The Subdivision shall not be a condition precedent to (i) the Village's obligation to convey the Phase 2 Property under Section 14.02, (ii) the discharge of the Unsecured Promissory Note under Section 8.01, (iii) Construction Closing, or (iv) the issuance of building permits for the Acquisition Parcels or any other portion of the Project Site (but not temporary or permanent certificates of occupancy); provided, however, the foregoing shall not relieve the Master Developer of its post-closing obligation to complete the Subdivision within the time period specified herein.**

(b) **Village Cooperation**. The Village agrees to coordinate and cooperate with Master Developer, as needed with respect to the Phase 2 Property without grantor's warranties, to effectuate the Subdivision, including without limitation executing such applications, consents, dedications, and other documents as may be reasonably required by the Village Planning Board, Rockland County, or other governmental authorities having jurisdiction over the Subdivision.

(c) **No Pre-Closing Condition**. **The Village's obligation to convey the Phase 2 Property under Section 14.02 shall not be terminated, reduced, or rendered null and void based upon the Master Developer's failure to complete the Subdivision prior to Construction Closing.** The prior language in Section 14.03 of the 5th MDA Amendment providing that 'the Village's obligation to convey the Phase 2 Property to the Master Developer in Section 14.02 above shall be null and void' upon non-receipt of Subdivision approval is hereby deleted and shall be of no further force or effect.

(d) **Building Permits**. The Parties acknowledge that building permits for the Acquisition Parcels and other portions of the Project Site may be issued without requiring the perfection of the Subdivision, and the Village shall not condition the issuance of building permits upon the Subdivision except to the extent required by applicable law."

Cross-Reference: 5th MDA Amendment, Section 14.03 (Subdivision Process)

ARTICLE 6

AMENDMENTS TO SECTION 8.01 (PURCHASE PRICE / UNSECURED PROMISSORY NOTE)

6.01 *Amendment to Unsecured Promissory Note Discharge Provision*. The following sentence in Section 8.01 of the MDA (as amended by the 5th MDA Amendment):

"the Unsecured Promissory Note...which shall be deemed automatically satisfied and discharged in consideration of Master Developer/Purchaser, its affiliated designee's achievement of the Construction Closing on or before September 30, 2027"

is hereby amended to clarify that the discharge of the Unsecured Promissory Note shall not be conditioned upon the Subdivision, as follows:

"the Unsecured Promissory Note...which shall be deemed automatically satisfied and discharged in consideration of Master Developer/Purchaser, its affiliated designee's achievement of the Construction Closing on or before September 30, 2027. **For the avoidance of doubt, the discharge of the Unsecured Promissory Note shall not be conditioned upon the completion of the Subdivision prior to Construction Closing; provided, however, that the Master Developer shall complete the Subdivision within [twelve (12) months] following Construction Closing as set forth in Section 14.03.**"

Cross-Reference: 5th MDA Amendment, Section 8.01 (as amended by Section 4 of the 5th MDA Amendment)

ARTICLE 7

AMENDMENTS TO SECTION 4.01 (MILESTONES)

7.01 *Amendment to Subdivision Milestone*. The milestone set forth in Section 4.01 of the Initial MDA reading:

"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"

is hereby amended to read:

"Submission of Phase 1 Site Plan and other necessary site-specific application(s) for Project: Five (5) months following adoption of Zoning and SEQRA. **Submission of a subdivision application shall occur as necessary to enable the Master Developer to complete the Subdivision within twelve (12) months following Construction Closing.**"

Cross-Reference: Initial MDA, Section 4.01 (Milestones)

ARTICLE 8

GENERAL PROVISIONS

8.01 *Consistency with Remainder of MDA*. To the extent there is an inconsistency between a term in this Sixth Amendment and the MDA (including the 5th MDA Amendment), the terms of this Sixth Amendment shall govern. Notwithstanding the foregoing, to the extent there is a conflict between the Public Infrastructure Grant contracts or the Construction Management Contract and the MDA (including this Sixth Amendment), the Public Infrastructure Grant contracts shall govern.

8.02 *Ratification*. Except as expressly modified by this Sixth Amendment, all terms and conditions of the MDA, as amended, shall remain in full force and effect and are hereby ratified and confirmed.

8.03 *Severability*. If any term, covenant, or provision of this Sixth Amendment shall be held to be invalid, illegal, or unenforceable in any respect, this Sixth Amendment shall be construed without such term, covenant, or provision.

8.04 *No Third-Party Beneficiaries*. This Sixth Amendment and the covenants and agreements contained herein are for the sole benefit of the Parties to this Agreement and their respective successors and assigns. This Sixth Amendment may not be enforced by any person or entity that is not a party to this Sixth Amendment or a successor or assign of such Party.

8.05 *Counterparts*. This Sixth Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding upon the Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

8.06 *Applicable Law*. This Sixth Amendment shall be construed and enforced in accordance with the laws of the State of New York.

8.07 *Entire Agreement*. This Sixth Amendment, together with the MDA as amended, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. Any and all prior discussions, statements, representations, and understandings, whether oral or written, relating in any respect to the subject matter of this Sixth Amendment are merged herein.

Mayor Kohut entertained a motion to approve the 6th Amendment to the Master Development Plan between the Village and the Chair Factory developer.

RESOLUTION # 148 - 2026

Motion by: Joel Santana
Seconded by: Gil Carlevaro
Motion Carries: All

Mayor Kohut entertained a motion to set a Public Hearing for Monday July 20th at 7:05 PM regarding the building permit issue on the Chair Factory development project.

RESOLUTION # 149 - 2026

Motion by: Joel Santana
Seconded by: Andrea Caccuro
Motion Carries: All

Mayor Kohut explained that last year Carl Hasting, a state representative, came to the Village and pledged a $140,000 summer camp grant over a 2-year period. The money and the paperwork have not come through yet but a letter of commitment has been received from Pat Carroll's office stating that the grant would be processed through the Department of Health. There are 28 individuals that in the past may have received scholarships through the other channels and Youth & Family Services director is asking that the Village fund these scholarships.

Marion Breland, director of YFS, spoke to the Board about the grant and the potential for this funding coming through.

Discussion continued at length regarding the grant money; how it could be used, what the parameters of the grant might be and if it will even come through from the State.

Mayor Kohut entertained a motion to approve the expenditure from the Village for 28 scholarships at $500 each, for a total of $14,000, on the assumption that this funding will be coming through and will cover 2026 and 2027 scholarships.

RESOLUTION # 150 - 2026

Motion by: Rich Sena
Seconded by: Joel Santana
Motion Carries: All

Mayor Kohut entertained a motion to approve the fabrication and installation of a new Village Hall sign from 99 Signs in the amount of $31,431.

RESOLUTION # 151 - 2026

Motion by: Gil Carlevaro
Seconded by: Rich Sena
Motion Carries: All

Mayor Kohut entertained a motion to approve the appointment of Ramon Soto as the 5th member of the Zoning Review Board.

RESOLUTION # 152 - 2026

Motion by: Joel Santana
Seconded by: Gil Carlevaro
Motion Carries: All

Mayor Kohut entertained a motion to approve the appointment of Gabriella Guzman as an Alternate member of the Zoning Board.

RESOLUTION # 153 - 2026

Motion by: Gil Carlevaro
Seconded by: Andrea Caccuro
Motion Carries: All

Mayor Kohut entertained a motion to approve the appointment of Carolina Abreu as an Alternate member of the Architectural Review Board.

RESOLUTION # 154 - 2026

Motion by: Joel Santana
Seconded by: Rich Sena
Motion Carries: All

Mayor Kohut: With no further business to be conducted by the Board, the Mayor entertained a motion to adjourn the meeting.

RESOLUTION # 155 - 2026

Motion by: Joel Santana
Seconded by: Rich Sena
Motion Carries: All

Submitted by Judith Curcio