



# RENEWAL QUOTE

Nearmap US, Inc.  
 10897 South River Front Parkway, Suite 150  
 South Jordan, UT 84095 USA  
 Phone: +1 (801) 609 7250

<b>Customer Name</b>	Town of Haverstraw, NY	<b>Quote Number</b>	Q082208
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Quote Expiry</b>	12/31/2022
<b>Subscription Term</b>	12 Month	<b>Account Rep</b>	Jake Tully jake.tully@nearmap.com
<b>Subscription Start Date</b>	10/27/2022	<b>Payment Term</b>	Net 30
		<b>Payment Method</b>	Invoice
<b>Bill To</b>	Town of Haverstraw, NY Charles Zaba One Rosman Road, Garnerville., New York, 10923 845-942-3717 assessor@townofhaverstraw.org	<b>Ship To</b>	Town of Haverstraw, NY Charles Zaba One Rosman Road, Garnerville., New York, 10923 845-942-3717 assessor@townofhaverstraw.org

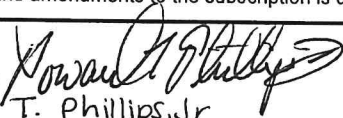
PRODUCT	ALLOWANCE	COVERAGE	SEATS
GeoData Link for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
<b>Subtotal</b>			\$7,500.00
<b>Estimated Tax</b>			\$0.00
<b>Total</b>			<b>USD \$7,500.00</b>

**ACCEPTANCE OF Q082208 will constitute an Agreement with Nearmap**

By selecting "Yes" or signing below, you acknowledge that (a)(i) the attached terms and conditions will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (iii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The totals in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:



Full Name:

Howard T. Phillips, Jr.

Date: 10/18/2022

Position: Supervisor

PO Number (if required):

If printed, please sign, scan and email to: [orders.us@nearmap.com](mailto:orders.us@nearmap.com)

## Additional Terms and Conditions

### Product Specific Terms – GeoData Link for Government

1. GeoData Link for Government. The GeoData Link for Government Product (as currently named, as may be renamed by Nearmap in its discretion) allows the Licensee to integrate Permitted Public Location Data into MapBrowser via direct geocode link with an ESRI Rest API or such other method authorized by Nearmap from time to time.
2. Product Specifications. Full details of the GeoData Link product specifications including release dates for viewing Licensed Content or integrating Permitted Public Location Data into MapBrowser are documented in the Product Specifications Documentation.
3. Location Data. If the Licensee integrates any Permitted Public Location Data for use in the GeoData Link Product, it warrants that neither the Permitted Public Location Data and use of the Permitted Public Location Data nor any aspect thereof infringes, violates or misappropriates the rights of any third party.
4. Periodic Allowance. The Licensee's use of the GeoData Link Product is not subject to any Periodic Allowance.
5. ESRI Terms. Integrating and using Permitted Public Location Data from ESRI via the GeoData Link through the ESRI Rest API are subject to ESRI License Terms.
6. Definitions. For the purposes of these Product Specific Terms – GeoData Link for Government
  - a. "API" means an application programming interface authorized by Nearmap.
  - b. "ESRI License Terms" are terms published by ESRI at <https://www.esri.com/en-us/legal/requirements/open-source-acknowledgements> and <https://www.esri.com/en-us/legal/terms/data-attributions>.
  - c. "ESRI Rest API" means the API that links the Permitted Public Location Data from ESRI to Nearmap.
  - d. "Licensed Content" means content that the Licensee has access to under this Agreement.
  - e. "MapBrowser" means Nearmap's online web application accessible through the Website.
  - f. "Periodic Allowance" means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.
  - g. "Permitted Public Location Data" means the publicly available data layers extracted from the ESRI Rest API, including but not limited to the examples provided by Nearmap in the Product Specifications Documentation.
  - h. "Product Specifications Documentation" means the documentation provided by Nearmap that is attached to the Quote in PDF form or as set forth on the Nearmap Knowledge Hub located at <https://docs.nearmap.com>



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

## PRODUCTS AGREEMENT

### Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.  
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "Agreement").

Definitions of capitalized words are set out in section 18 of the Agreement.

### 1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non- transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "License").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

### 2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.
- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
- (b) upload content or other information to the Website (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
- (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

### 3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that password/ID;
- (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
- (c) immediately cease the Licensee's access to the Product;
- (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
4. **FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.
5. **THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.
6. **TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and

continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
7. **INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
8. **THIRD PARTY PROVIDERS**
- 8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) Google Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee.  
[https://www.google.com/enterprise/earthmaps/legal/us/maps\\_purchase\\_agreement\\_apac.html](https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html);

- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "AWS Services") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
- (i) [\(http://aws.amazon.com/privacy/\)](http://aws.amazon.com/privacy/) Privacy Policy
  - (ii) [\(http://aws.amazon.com/aup/\)](http://aws.amazon.com/aup/) Acceptable Use Policy
  - (iii) [\(http://aws.amazon.com/terms/\)](http://aws.amazon.com/terms/) Terms of Use
  - (iv) [\(http://aws.amazon.com/service/terms/\)](http://aws.amazon.com/service/terms/) Service Terms
  - (v) [\(http://aws.amazon.com/trademark-guidelines/\)](http://aws.amazon.com/trademark-guidelines/) Trademark Guidelines
- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright>).
- 9. WARRANTY AND LIABILITY**
- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES OTHER THAN AS SET FORTH IN SECTION 9.1.** THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE.** NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS TO THE EXTENT PERMITTED BY LAW.** IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRA CONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRA CONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and

- costs) arising from or out of:
- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
  - (b) the Licensee's use of the Product for any purpose; and
  - (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.
- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.
- 10. COPYRIGHT COMPLAINTS**
- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("Infringement Claim"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- (a) promptly notify Nearmap of any such Infringement Claim;
  - (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
  - (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
  - (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim: that arises from any:
- (i) use of the Product in violation of this Agreement;
  - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
  - (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
- (b) if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.
- 11. PRIVACY POLICY**
- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.
- 12. FORCE MAJEURE**
- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("Force Majeure Event"):
- (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
  - (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
- (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
  - (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
  - (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
- 13. CONFIDENTIALITY**
- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

#### 14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

#### 15. TECHNOLOGY EXPORT

15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

#### 16. NEARMAP NOW

16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("Survey"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.

16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

#### 17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

- (a) the Additional Terms and Conditions;
- (b) the Quote;
- (c) any Product-Specific Terms; and
- (d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

#### 18. DEFINITIONS

In this Agreement:

**Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.

**Affiliate** means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

**Allowance** means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified in the Quote.

**API** means application programming interface.

**Authorized User** means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

**Business Days** means any day other than a Saturday, a Sunday or a recognized public holiday in Utah, USA.

**Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

**Commencement Date** means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

**Commercial Purpose** means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

**Confidential Information** means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

- (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
- (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
- (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

**Content** means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

**Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

**Derivative Work** means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

**Fair Use Policy** means the policy as attached to the Quote.

**Fault** means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

**Fees** means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

**Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

**Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

**Late Payment Fee** means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5%

per month (being 18% per year).

**License** means the license granted in section 1.1.

**Licensee** means the person or entity specified in the "Customer Name" section of the Quote.

**Nearmap** means Nearmap US, Inc.

**Non-Government Products** means all Products specified in the Quote that do not fall under the definition of Government Products.

**Operational Hours** means 9am to 5pm PT.

**Periodic Allowance** or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

**Periodic Allowance Section** means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

**Permitted Purpose** means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

**Products** means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

**Product-Specific Terms** means additional terms and conditions that apply to certain Products, currently located [here](#).

**Quote** the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

**Schedule** means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

**Subscription Period** means the period stated in the "Subscription Period" column of the Quote.

**Subscription Start Date** means the date specified in the "Subscription Start Date" section of the Quote.

**Survey** has the meaning (if any) given to that section 16.1.

**Survey Fee** means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

**Survey Specification** means the survey specification referred to in the Quote.

**Term** means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

**Third Party Providers** means third party providers of products and services to Nearmap.

**Unlawful Purpose** means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

**Website** means all pages and sub-sites available within the nearmap.com domain.



## FAIR USE POLICY

### General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

- a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
- b. **Fair Use Policy** means this policy;
- c. **Nearmap, we, us or our** means Nearmap US, Inc.;
- d. **Products** has the meaning given to that term in Your Nearmap Agreement;
- e. **Services** has the meaning given to that term in Your Nearmap Agreement;
- f. **You or Your** means any customer of Nearmap;
- g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
- h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

### Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

### Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

### Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

- a. restrict Your access to low resolution imagery for the remainder of the month; and/or
- b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- c. restrict Your access for the remainder of the month; and/or
- d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

# REDA & BIRNBAUM, LLP

## ATTORNEYS AT LAW

82 Maple Avenue  
New City, New York 10956  
[jb@redabirnbaumlaw.com](mailto:jb@redabirnbaumlaw.com)

ANTONIO F. REDA  
JAMES M. BIRNBAUM

Telephone (845) 634-7901  
Facsimile (845) 639-7744\*  
\*Not for Service of Process

October 19, 2022

Via Email: [bill@steinandsteinlaw.com](mailto:bill@steinandsteinlaw.com)

William M. Stein, Esq.  
Town Attorney, Town of Haverstraw  
One Rosman Road  
Garnerville, New York 10923

**Re: Legal Representation, Town of Haverstraw**

Dear Mr. Stein:


It would be an honor and a pleasure to represent the Town of Haverstraw in assigned legal matters. The purpose of this letter is to state the terms and conditions of our representation.

The scope of our services generally will be our representation on all matters assigned to us by the Town. James M. Birnbaum, Esq. will be the principal attorney at Reda & Birnbaum LLP handling matters, but in the event of his unavailability, we reserve the right to engage a substitute attorney from time to time, especially for routine court appearances. While we also reserve the right to decline an assignment in the event we do not have the requisite knowledge and skills to complete a task, we will assist in finding a substitute if the Town requests.

Our fees for the services you have requested shall be \$220.00 per hour, to be billed on a monthly basis. In the event of a fee dispute, you may have the right to arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts.

We look forward to working with you.

Very truly yours,



James M. Birnbaum

For the Town of Haverstraw

---

Name:

Title:



63 Orange Avenue  
Walden, NY 12586  
(845) 778-5110  
service@apecco.biz

## Estimate

ESTIMATE#	24306663
DATE	10/13/2022
PO#	

CUSTOMER
Haverstraw Town Of Nellie Nellie 113 Thiells Mount Ivy Road Thiells, NY 10984 (845) 429-9126

SERVICE LOCATION
Haverstraw Town Of Nellie Nellie Haverstraw Town Of 113 Thiells Mount Ivy Road Thiells, NY 10984 (845) 429-9126

DESCRIPTION
Stage II testing failure repairs - Supply and install (2) new 623V 2" vent caps - Supply and install (2) new coaxial overfill prevention drop tubes on the gas tanks - Investigate the Furnco that is present on the vent line. Remove the Furnco to determine the integrity of the vent line. If needed, dig down to the 90 degree fitting to confirm it is Fiberglass - estimate for repairs if needed to follow.

Estimate			
Description	Qty	Rate	Total
Trip Charge	2.00	100.00	200.00
Fuel Surcharge	1.00	35.00	35.00
Prevailing Wage Labor/Hour - Technician 1	8.00	125.00	1,000.00
Prevailing Wage Labor/Hour - Technician 2	8.00	125.00	1,000.00
61SOP-4002 Overfill Valve Coax Carb Poppe	2.00	2,266.40	4,532.80
623V-2203 Vent Pressure Vac 2' Threaded	2.00	247.47	494.94

CUSTOMER MESSAGE



**Estimate Total: \$7,262.74**

PRE-WORK SIGNATURE

Signed By:

## Stage II Vapor Recovery Decommissioning Test (FAIL)-Town of Haverstraw DPW

**From** Carl Shell <cshell@apecco.biz>  
**To** Nelly Villegas <nv@townofhaverstraw.org>, Gwargo <gwargo@townofhaverstraw.org>  
**Cc** Jim Dollaway <jim@apecco.biz>, Pat Dunn <pat@apecco.biz>, Jim Dollaway Jr. <jimd@apecco.biz>, Jarrett DeGroat <jarrett@apecco.biz>  
**Date** 2022-10-07 11:45

 IMG952362.jpg (~95 KB)  IMG952363.jpg (~66 KB)  IMG952364.jpg (~104 KB)

Nelly and George,

The stage II vapor test was completed last week and did not pass.

The following repairs will need to be made in order for the system to pass.

Jim Sr or Jarrett,

Please quote Nelly and George the following.

Need to replace vent caps (need 2 623 V 2" thread on)

Noticed 2 by 2 furnco on vent stack riser (investigate)

Once drop tube is incorrect, replace two coaxial style drop tubes with vapor shut off devices.

Thank you,

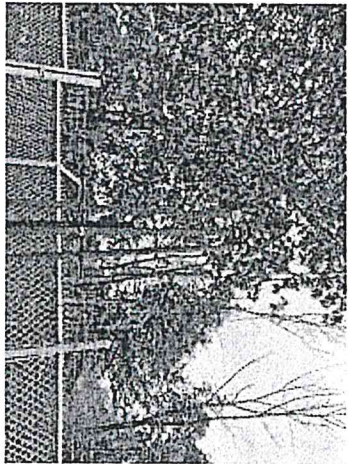
Carl

IMG952362.jpg

~95 KB

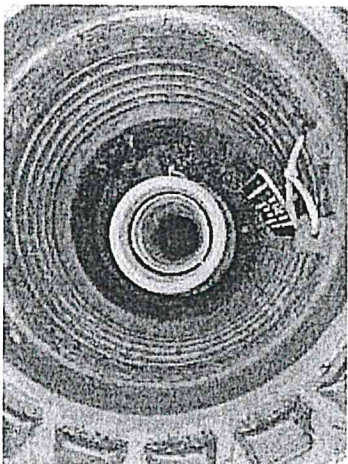
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~66 KB



IMG952364.jpg

~104 KB





## Haverstraw PD - (3) Dispatch Chairs - Proposal

**Alianza Services LLC**  
 74 North Broadway  
 2nd Floor South  
 Nyack, NY 10960  
 Phone: 845.675.7337  
 www.alianzacorp.com

Quote Number	11773
Date	10/10/2022
Customer PO No	
Customer Account	HAVEPD
Terms	50% DEP, 50% PRIOR TO DELIVERY
Salesperson	JSmith/DCannon
Page	1 of 3

S Haverstraw Police Department  
 O 101 W Ramapo Rd  
 L Garnerville, NY 10923  
 D  
 T ATTN: Capt. John Gould  
 O Phone: 845-354-1500  
 Email: JGould@haverstrawpolice.org

I Haverstraw Police Department  
 N 101 W Ramapo Rd  
 S Garnerville, NY 10923  
 T  
 A ATTN: Capt. John Gould  
 L Phone: 845-354-1500  
 L Email: JGould@haverstrawpolice.org  
 A  
 T

Purchase Order Must Read As Follows:  
 Concept Seating Government LLC  
 c/o Alianza Services LLC  
 3205 N 124th St  
 Brookfield, WI 53029  
 Reference NYS Contract #: PC68321

Alianza Team Members:  
 Sales, Dawn Cannon, dcannon@alianzacorp.com,  
 Sales, Jen Smith, jensmith@alianzacorp.com,  
 Project Coordinator, Lina Munaron, lmunaron@alianzacorp.com,

Line	Quantity	Catalog Number/Description	List	Unit Price	Extended Amount
1	3.00	Concept Seating Government LLC	3,597.00	1,420.82	4,262.46
	Each	4270RHLKC01----- 3142r1 High Back Chair, Black Leather, C-Loop Arms, Standard Base :21" Seat :Headrest :Lumbar :K-Tilt :C-Loop Arms :701 Base with Standard Cylinder :60mm Casters  % Off List: 60.50			
2	1.00	Concept Seating Government LLC	110.00	110.00	110.00
	Each	SURCHARGE Surcharge  % Off List: 0.00			
3	1.00	Office Fix LLC	357.00	357.00	357.00
	Each	D&I----- Delivery & Installation :Non-Union Labor :Normal Business Hours :Trash Removal			



**Haverstraw PD - (3)  
Dispatch Chairs -  
Proposal**

**Alianza Services LLC  
74 North Broadway  
2nd Floor South  
Nyack, NY 10960  
Phone: 845.675.7337  
www.alianzacorp.com**

Quote Number	11773
Date	10/10/2022
Customer PO No	
Customer Account	HAVEPD
Terms	50% DEP, 50% PRIOR TO DELIVERY
Salesperson	JSmith/DCannon
Page	2 of 3

:No Steps will be Encountered  
:Area to be Free & Clear  
:30 Days Free Storage, Thereafter Fee Based

% Off List: 0.00

Total: \$4,729.46  
0% Sales Tax: \$0.00  
**GRAND TOTAL: \$4,729.46**





# Haverstraw PD - (3) Dispatch Chairs - Proposal

Alianza Services LLC  
74 North Broadway  
2nd Floor South  
Nyack, NY 10960  
Phone: 845.675.7337  
www.alianzacorp.com

Quote Number	11773
Date	10/10/2022
Customer PO No	
Customer Account	HAVEPD
Terms	50% DEP, 50% PRIOR TO DELIVERY
Salesperson	JSmith/DCannon
Page	3 of 3

### Alianza Services LLC Standard Terms & Conditions of Sale (Other Terms & Conditions may apply under separate cover)

These Terms and Conditions constitute a part of the offer of customer to purchase the goods described on the attached proposal and form a contract between the customer and Alianza Services LLC. The signature of the customer constitutes a firm offer. These Terms & Conditions are superseded by any contradictory terms and conditions included in a contract between Alianza Services LLC and the customer in effect at the time of purchase. In such a case, these Terms & Conditions require no signature.

- ORDER PROCESSING:** Alianza Services LLC will place the customer's order for products and services after approval of customer's credit, receipt of signed proposal, deposit check, if necessary, and customer purchase order (if applicable). Any delivery and/or installation dates quoted are approximate.
- PRICES:** Prices in this proposal are based on manufacturer's list prices and will be held for 30 days from proposal date, subject to manufacturer's price increases, if any. Should project size or scope change, list prices and discounts may be subject to changes accordingly. Installation pricing is based upon non-union labor rates, unless otherwise specified. Freight, delivery and installation are not included in the price of products and will be added to invoices if applicable. Voice and data communication cabling within the furniture are not included in this proposal.
- SALES TAX:** Sales tax will be included on the invoice unless the customer provides Alianza Services LLC with a valid sales tax exemption certificate.
- CHANGES, CANCELLATIONS AND RETURNS:** The order for the goods may not be changed or cancelled by the customer without our written consent. Approved cancellations will be subject to the manufacturer's standard cancellation charges. Additionally, an administrative charge of 15% of the purchase price will be paid to Alianza Services LLC. All sales are final.
- CHANGE ORDERS:** Any modification to the sales order that affects the purchase price or the products and services to be purchased will be reflected in a revised proposal. The client must authorize all changes in writing in order for them to be implemented.
- DEPOSITS:** All orders are subject to deposits with the order. The amounts of the deposits are determined by the Alianza Services LLC credit department upon review of the customer's credit application.
- INVOICING:** Invoices will be tendered in full on all items received or being held by our customer, including delivery and installation charges. Invoices for product only will be tendered within 15 days for all items received in our warehouse. Charges for delivery and installation from our warehouse will be billed when the services are provided.
- STORAGE CHARGES:** In the event that the client cannot accept the shipment according to schedule, Alianza Services LLC will provide free storage for thirty days. After that time the customer will be charged for storage.
- PAYMENT TERMS:** Payment terms will be noted on the proposal and on the customer acknowledgement. Customers with open credit must pay within the terms specified. Payment by credit card will result in additional costs to be passed on to the customer. If customer is dissatisfied at the time of installation/delivery, it should be noted on a Punch List. Customer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected to customer's satisfaction. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the credit terms extended by seller, regardless of the presence or extent of Punch List items.
- INSTALLATION AND DELIVERY:** Services are provided during normal business hours. Additional charges will be applicable if services are requested for times or days other than normal, if special handling or equipment is required, if moving of products other than delivered is required, or any unusual conditions exist that were not made known to Alianza Services LLC at time of sale. Customer will provide adequate staging areas and facilities for the efficient movement of the product including elevator service. Customer will provide clear installation sites, free of all debris and interference from other trades, to insure an efficient installation. Customer will provide, without charge to Alianza Services LLC, electrical power and the services of an electrician (where wiring hook-ups are required by a licensed electrician). Customer will be responsible for the security of the installation site.
- TITLE:** Title to the merchandise passes to the customer only when the full purchase price and all other charges under this agreement have been paid in full. In the event of any default in payment, Alianza Services LLC has the right of repossession of all merchandise 90 days after the due date of the invoice.
- LIABILITIES, REMEDIES AND WARRANTIES:** Customer agrees to advise Alianza Services LLC within five working days after date of delivery of a defect, non-conformity, error or shortage in the product. Failure to so advise within that five day period shall constitute a waiver of any rights they might otherwise have under the contract for any such defect, non-conformity, error or shortage. The liability of Alianza Services LLC is expressly limited as follows: a) For defects in the product, Alianza Services LLC shall have no liability except to assign or pass on the warranty of the manufacturer; b) For damage to the product, Alianza Services LLC shall have no liability to repair or replace the products unless the damage of loss was caused by Alianza Services LLC or their subcontractor; c) For delay in delivery and installation, Alianza Services LLC shall have no liability where the primary cause of such delay is attributed to any cause beyond the reasonable control of Alianza Services LLC; d) Alianza Services LLC shall have no liability to customer for loss of profits, use, or other special or consequential damages whatsoever. The remedy of customer for any claimed breach of this contract by Alianza Services LLC shall be limited to repair or replacement of any damage to the product caused solely by Alianza Services LLC. Alianza Services LLC warrants any work performed to be free from defect in workmanship for one year from date of installation.

Signature:

Name:

Title:

Date:

fastsigns.com/432  
84-4551529

Payment Terms: Cash Customer

Created Date: 10/14/2022

**DESCRIPTION:** Round Dibond Sign w/ Vinyl and Laminate - Town Seal Logo - Haverstraw, NY

**Bill To:** Suburban Consulting Engineers, Inc.  
96 US Highway 206  
Suite 101  
Flanders, NJ 07836  
US

**Pickup At:** FASTSIGNS  
346 Route 17N  
Upper Saddle River, NJ 07458  
US

**Requested By:** Kristopher Kemper  
Email: kkemper@suburbanconsulting.com

**Salesperson:** Donald Campeau  
Email: Donald.Campeau@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<b>Round Dibond Sign w/ Vinyl and Laminate</b>	1	\$6,287.00	\$6,287.00
1.1.1	<b>DiBond/E-Panel 3mm White -</b> <b>Part Qty:</b> 1 <b>Width:</b> 160.00" <b>Height:</b> 160.00" <b>Sides:</b> 1 <b>Text:</b> Town Seal Logo - Haverstraw, NY			
1.1.2	<b>Vinyl Overlay - Cast -</b> <b>Part Qty:</b> 1 <b>Width:</b> 160.00" <b>Height:</b> 160.00"			
1.1.3	<b>Cast Laminate- Gloss -</b> <b>Part Qty:</b> 1 <b>Width:</b> 160.00" <b>Height:</b> 160.00"			
2	<b>Design</b>	1	\$140.00	\$140.00
2.1	<b>Graphic Design Services -</b> - # of Hours: 1 <b>Text:</b> Designers will need time creating cut file/ creating layout for dibond. This price is for that only, if supplied art is not high enough resolution there will be additional charges.			
3	<b>Installation</b>	1	\$1,455.00	\$1,455.00
3.1	<b>Installation -</b>			

Estimates are valid for 10 days from the date of issue.

Unless otherwise stated in this estimate the customer is responsible for

<b>Subtotal:</b>	\$7,882.00
<b>Taxes:</b>	\$522.18
<b>Grand Total:</b>	\$8,404.18

copyright permissions, and/or other authorizations required by federal, state, or local statutes. FASTSIGNS of Upper Saddle River's, liability for any project is limited to the value of that particular project.

#### TERMS & CONDITIONS

For clients that do not have credit terms, orders up to \$500 require payment in full at time of order placement. Orders greater than \$500 require at least a 50% deposit. The balance is due in full at the time of pickup or shipment. If the order includes installation, the balance is due in full on the day prior to the scheduled installation date.

If for any reason the order is cancelled or postponed, the client is responsible for the retail cost of signage and graphics that have been produced up until that point in time, also including any materials that have been purchased, design time, and labor. If nothing has been printed yet, the client is responsible for the design time that has been spent on the job up until the time of cancellation or postponement.

#### PROOFING POLICY

We provide two proofs at no charge. There is a \$20 charge for each additional proof. You are responsible to carefully examine the proof for spelling and grammatical errors. If you must match a color, we can provide you with a physical proof at extra charge. We must receive a signed proof or email stating that the proof is approved before we produce the product. No Exceptions.

#### PERMITTING

Unless otherwise quoted above (if applicable), permit acquisition, permit fees, electrical work, electrical permits, and engineer review & stamp is to be supplied or charged for additionally.

#### SHIPPING/DELIVERY/INSTALLATION

is not included unless specifically charged for and shown in this estimate.

FASTSIGNS provides lamination services of customer supplied graphics at the customer's risk. We take all due precautions to insure a quality result, but are not responsible for damage to customer owned graphics.

ARTWORK GUIDELINES

SOFTWARE

Please create your files in one or more of the following Macintosh or Windows applications:

- Adobe Illustrator with all placed images and fonts
- Photoshop, including all layers, paths, and channels
- Corel Users: please export your file to a Tiff or EPS

IMAGE FILE FORMATS AND MODES

Files must be CMYK. If your file is RGB or duotone, convert it to CMYK. Be aware that some mode changes may produce unacceptable color shifts due to differences in color gamuts. Convert any non-photographic black (usually text and logos) to a rich black. The percentages are C:60, M:40, Y:40 and K:100.

ACCEPTABLE RASTER IMAGE FILE FORMATS

- TIFF, PSD, EPS
- JPEG- Some quality loss may occur

FILE PREPARATION

All high resolution or rastered images must be 150 dpi or higher when printed at 100%. If the file you

DIGITAL MEDIA

\*Electronic Transfer: Email to [432@Fastsigns.com](mailto:432@Fastsigns.com). File size limit per email is 10MB or less.

\*FTP Transfer: Go to <https://www.fastsigns.com/432-upper-saddle-river-nj/request/request-a-quote> (fill out form, upload art as last step)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
ROCKLAND REGIONAL RESCUE, ENTRY AND COUNTER TERRORISM TEAM  
(REACT)

**Resolution No. 441 of 2022**

This Memorandum of Understanding (MOU) is entered into by and between the following law enforcement departments: Rockland County Sheriff's Department, Haverstraw Town Police Department, Orangetown Police Department, Piermont Police Department, Ramapo Police Department, Stony Point Police Department, and the Suffern Police Department, this \_\_\_\_ day of \_\_\_\_\_, 2022.

WHEREAS, in view of the catastrophic terrorist activity in the New York Metropolitan area, as well as the possibility of future acts of terror and other non-terror related major emergencies and necessary security precautions it is proposed that the Rockland Regional Rescue, Entry and Counter Terrorism (REACT) Team be established, and the above law enforcement departments enter into this MOU.

WHEREAS, the joint exercise of law enforcement powers' and authority is specifically authorized by New York State General Municipal Law § 209-m; and

WHEREAS, N.Y.S G.M.L. § 209-m empowers law enforcement officers to exercise their powers outside of their normal jurisdictions with the same powers, duties, rights, benefits, privileges, and immunities as if they were performing their duties in the local government in and by which they are normally employed, when assistance is requested; and

WHEREAS the governing bodies of the undersigned counties and municipalities, hereinafter denominated as" signatories," have determined that it is in the public interest and of mutual advantage to enter into an agreement for the provision of inter-agency police services.

NOW THEREFORE, pursuant to the above consideration, and the covenants and mutual benefits herein expressed, the parties hereby agree as follows:

I. PURPOSE It is the intent of the signatories to secure through the mechanisms hereby created:

- a. More efficient utilization of police services and resources;
- b. An enhanced degree of cooperation between law enforcement agencies within the participating communities;
- c. More timely and effective response to calls for specialized police assistance; and
- d. Adequate manpower levels of highly trained law enforcement officers to resolve crisis, high risk situations, and protect against terrorist activity.

## **II. DURATION**

This agreement will take effect between and among those signatories that are party to it upon execution by their respective governing bodies; and will remain in full force and effect for each and every signatory from January 1, 2022- December 31, 2023 until the governing body of any one or more signatory(ies) notifies the governing body of each and every other signatory of their withdrawal in writing, it is specifically understood and agreed by and among the signatories that the withdrawal of any one or more parties does not work a nullification of this agreement, nor otherwise require its redrafting or re-execution.

## **III. PARTICIPATION**

This agreement is strictly voluntary in nature and places no jurisdiction, participating in it under any obligation to respond to a request for REACT Team services that it is unable or unwilling to honor. All participating jurisdictions should make every accommodation possible to allow team members the opportunity to assist when requested for services and for training.

## **IV. INDEMNIFY AND HOLD HARMLESS**

The MUNICIPALITY and the COUNTY, as the case may be,(the 'INDEMNIFYING PARTY") each agree to protect, indemnify and hold harmless the other party(together with its respective officers, employee, agents and independent contractors, the "INDEMNIFIED PARTY") from and against all claims, actions and suits and will defend the INDEMNIFIED PARTY, at its own cost and at no cost to the INDEMNIFIED PARTY in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of or resulting from, the activities or omissions of the INDEMNIFYING PARTY, any of its officers employees, agents, or independent contractors under this agreement, These indemnification provisions are for the protection of the INDEMNIFIED PARTY only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.

## **MUTUAL AID PACT/AGREEMENT**

The undersigned do hereby support the concepts and procedures established by the Rockland Regional Rescue, Entry and Counter Terrorism (REACT) Team Standards and Oversight Committee (SOC).

**(THIS SPACE INTENTIONALLY LEFT "BLANK")**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

\_\_\_\_\_  
CHIEF ANDREW LOUGHLIN  
Suffern Police Department

Dated \_\_\_\_\_

\_\_\_\_\_  
CHIEF PETER MURPHY  
Haverstraw Police Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
CHIEF DONALD BUTTERWORTH  
Orangetown Police Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
CHIEF JAMES HURLEY  
Piermont Police Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
CHIEF MARTIN REILLY  
Ramapo Police Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
SHERIFF LOUIS FALCO, III  
Rockland County Sheriff's Office

Dated \_\_\_\_\_

\_\_\_\_\_  
CHIEF EDWARD FINN  
Stony Point Police Department

Dated: \_\_\_\_\_

**DEPARTMENT OF LAW**

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
JEANNE GILBERG  
Principal Assistant County Attorney

By: \_\_\_\_\_  
EDWIN J. DAY  
County Executive

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# **Town of Haverstraw Police station HVAC replacement**

**101 West Ramapo Road  
Garnerville, New York 10923**

**October 7, 2022**

## **SPECIFICATION OF WORK**

Prepared for:

Town of Haverstraw  
1 Rosman Road  
Garnerville, New York 10923

Prepared by:

Bart M. Rodi, P.E.  
234 S. Grant Avenue  
Congers, New York 10920



**SCOPE:**

This Project will consist of the installation of new HVAC equipment in place of an existing equipment. Plans with the general location of the equipment accompany this specification. The Town of Haverstraw, which will be here in known as the “owner” has a committee, the building inspector, and an engineer to ensure that the work is competed in a timely and professional manner, according to good industry and standard practice, A.I.A. Requirements, AASHTO Requirements, and manufacturer’s specification.

**BIDDING:**

I. **BIDDER’S REPRESENTATION:**

- A. Each Bidder, by making his bid, represents that:
  - 1. He/she has read and understands the Bidding Documents and his/her Bid is made in accordance therewith.
  - 2. He/she is financially solvent and he/she is experienced in and competent to perform the type of work and furnish all plant, materials, supplies or equipment necessary for the Work. He/she has sufficient permanent personnel to supervise, coordinate, and maintain proper execution and progress of the Work.
  - 3. He/she is familiar with and will comply with all Federal, State and Municipal laws, rules, ordinances, and regulations, which may in any way affect the Work and those employed therein, including but not limited to, any special acts relating to the Work or to the Project of which it is a part.
- B. Such temporary and permanent work required by the Contract Documents as is to be done by him/her can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property.

- A. Bidders shall promptly notify the Engineer of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. Bidder requiring clarification or interpretation of the Bidding Documents shall make a request by e-mail to the Engineer, to reach him at least ten (10) days prior to the date for receipt of bids.
- C. Any interpretation, correction or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections and changes.
- D. Requests for clarifications should be e-mailed to:  

[bartrodi@hotmail.com](mailto:bartrodi@hotmail.com)

IV. SUBSTITUTIONS:

- A. Wherever in the Bidding Documents a particular product is shown or specified, such product shall be regarded as standard of the quality required. If two (2) or more products are indicated, each shall be regarded as the equal of the other.
- B. In the event the Bidder proposes to substitute any product required by the Bidding Documents, he/she shall submit written request to the Engineer, for approval of such substitution, with substantiating data relative to the quality and feasibility of the substitution, as well as the amount of credit, which will accrue to the Owner.
- C. Where the words “or approved equal”, or other synonymous terms are used in the Specifications, it is expressly understood that they shall mean that the approval of any such product is vested in the Engineer whose decision of approval or disapproval shall be final. All such product must be submitted for approval as above.
- D. The intent of the above paragraphs is to encourage and permit competition on qualified products by reputable and qualified contractors, suppliers, and manufacturers, whose products, reputation, and performance warrant approval for the condition, intent of design, and performance considerations.

VI. BIDDING PROCEDURE:

- A. Bids shall be submitted on the forms provided by Engineer.
- B. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the makeup of the bid form, sums shall be expressed both words and figures and in case of discrepancy between the two the written amount govern.
- D. The signer of the Bid must initial any interlineations, alteration or erasure.
- E. All requested Alternates shall be bid.
- F. Where there are two or more major items of work for which separate quotations have been requested, Bidder may state his refusal to accept less than whatever combination of the items he stipulates.
- G. Bidder shall make no additional stipulations on the bid form nor qualify his/her bid in any other manner.
- H. Each copy of Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

VII. SUBMISSION OF BIDS:

- A. All copies of the bid and other documents required to be submitted shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and the portion of the Project or category of work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addenda. Bids received after the time and date for receipt of bids will be returned unopened.

work contemplated therein. Conditional bids will not be accepted. The Owner reserves the right to have the Bidder perform a minimum 25% of the Work with his own forces.

XII. POST-BID INFORMATION:

- A. Unless waived by the Engineer, the Bidder shall within seven (7) days of notification of selection for the award of a contract for the Work, submit the following information to the Engineer:
  - 1. A designation of the Work to be performed by the Bidder with his own forces.
  - 2. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
  - 3. The names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work.
- B. The Bidder will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the proposed persons or entities to furnish and perform the Work described in the Sections of the Specifications pertaining to the respective trades.
- C. Prior to the award of the Contract, the Engineer will reply to the Bidder in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to Engineer to reply shall constitute notice of no reasonable objection.
- D. Subcontractors and other persons and entities proposed by the Bidder and not objected to by the Owner or the Engineer must be used on the work for which they were selected and proposed and shall not be changed except by written request to Owner and the Engineer.

XIII. BID Meeting:

A bid meeting will be held on October 19, 2022 at 3pm, at the Haverstraw Police Station. The purpose of the meeting is to have all contractors interested in submitting a bid to observe the on-site conditions and to ask any questions in regard to the project.

## **INSTALLATION:**

All work must be performed in compliance with the New York State Building Code, AASHTO Requirements, manufacturer's specifications, and according to good industry and standard practices.

All work must follow the Installation, start-up and service instructions by Carrier corporation for 38AUQ, heat pump condensing units, with Puron (R-410A) refrigerant, Which can be readily obtained be the manufacturer

A drawing showing the general location of the equipment to be replaced is included as part of the specification

### Removal

- Disconnect all electric (line voltage) from the units
- Disconnect all low voltage wiring
- Reclaim the existing refrigerant and properly dispose of the same
- Remove the existing roof top unit
- Remove the existing interior packaged air handler unit
- Remove the existing refrigerant lines
- Remove the existing electric lines to the roof

### Installation

- Install new electric lines as necessary for the new equipment
- Install new refrigerant lines as necessary for the new equipment
- Install the new roof top unit
- Install the new interior unit (air handler)
- Install ductwork and transitions as necessary
- Install new thermostat
- Make all necessary connections for a complete and proper installation

**SAFETY:**

The contractor will erect safety barricades and devices as necessary to protect the public. The safety barricades will be erected as required by the Engineer, municipal officials having jurisdiction over the work, or the Owner.

**PROJECT DEBRIS:**

Contractor shall be responsible for the removal and legal disposal of all job related debris from the job site. The contractor shall furnish all permits, dumping fee, etc., for the removal of debris. The debris must be removed from the job site daily.

**SITE CONTAINERS:**

The contractor may use site containers for garbage and debris during the Project. The contractor shall not have more than one container on the property at one time. The Owner and the Engineer will approve the placement of the containers.

**PAYMENT SCHEDULE:**

The contractor will receive periodic payments based on the progress of the completed work as approved by the Owner. The contractor shall provide a proposed payment schedule subject to review and acceptance by the Owner.

**INSURANCE REQUIREMENTS:**

Proof of Workmen's Compensation Insurance and a Certificate of Liability Insurance shall be provided prior to the start of work. Liability insurance must be provided at no less than \$2,000,000.00 aggregate; and \$1,000,000.00 per occurrence for personal injury and \$1,000,000.00 per occurrence for property damage; including coverage for collapse, explosion, and underground property damage (XCU); fire legal at \$500,000 and medical payments at \$5,000.00.

**PERFORMANCE BOND:**

The contractor shall provide a performance bond for the full amount of the contract and for the duration of the project. The contractor shall provide payment and maintenance bonds for the project. The contractor shall be responsible for the payment of such bonds along with all obligations arising there under. The company providing the bonds must be acceptable to the Town of Haverstraw and licensed to conduct business in the State of New York.

**WARRANTY:**

The manufacturer's warranty for any material and a two-year warranty for workmanship from the contractor must be provided to the Owner. Such warranty shall be submitted to the Owner upon completion of the Project.

**Town of Haverstraw**  
**101 West Ramapo Road**  
**Garnerville, New York 109623**  
**Police Station HVAC replacement**

Legal Name of Bidder: \_\_\_\_\_

Description of Bidder: \_\_\_\_\_

\_\_\_\_\_

The bids shall be submitted to the Town of Haverstraw Building Department no later than November 14, 2022 by end of business day. The Bids will be opened on November 15, 2022 at 10:00 AM

Cost to furnish all labor, equipment and materials to perform the HVAC installation:

\$ \_\_\_\_\_

Additional cost to increase labor warranty to 2 years

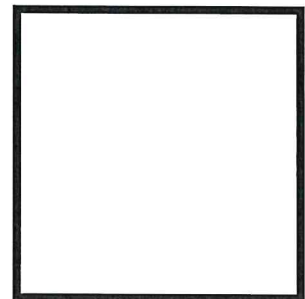
\$ \_\_\_\_\_

Additional cost to provide as built drawings upon completion

\$ \_\_\_\_\_

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

\_\_\_\_\_  
Sign Name Date



Corporate Seal



# Shell Ann Printing

79 South Liberty Drive ~ Stony Point, NY 10980

845-786-3322

shellannprinting@gmail.com

## TOWN OF HAVERSTRAW HIGHWAY Quote #97633

Re: Newsletter

October 3, 2022

Attention: Nelly Villegas

2500 Magnets 4/0 5.5 x 8.5 \$2250

2500 Letter 1 4/0 \$199

2500 Letter 2 4/0 \$199

~~2500 Reminder 5.5 x 8.5 Black Ink \$105~~

2500 9 x 12 Booklet Envelopes Black Ink \$385

Stuff All and Drop Off at Monsey \$300

PDF FILES REQUIRED ON ALL

Mail Statistics and Paperwork to be supplied by Town

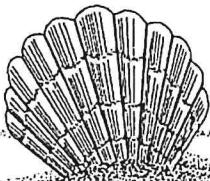
7-10 Day Turn Around. **Total \$\$3438**

50% Deposit Required / Balance on Delivery

Sincerely,

Philip J. Laquidara

**\*Price Valid for 30 Days. ALL ORDERS PRE-PAID**



[www.shellannprinting.com](http://www.shellannprinting.com)

**HVERSTRAW TOWN BOARD  
OCTOBER 25, 2022**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS**

**3. ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OCTOBER 11, 2022.**

**4. PAYMENT OF BILLS**

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

**5. ACCEPTANCE OF REPORTS**

**NONE**

**6. APPOINTMENT OF ONE FULL TIME POLICE SERGEANT POSITION – RUBEN BERRIOS II**

**RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPOINT RUBEN BERRIOS II OF THIELLS, NEW YORK TO THE POSITION OF SERGEANT, FULL TIME, CONTINGENT PERMANENT FOR THE TOWN OF HVERSTRAW, EFFECTIVE IMMEDIATELY AND BE IT FURTHER**

**RESOLVED, THAT MR. BERRIOS HAS BEEN CLEARED ON ALL PRE-EMPLOYMENT TESTS BY THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND BE IT FURTHER**

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

**7. NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM – ESTABLISHMENT OF STANDARD WORKDAY AND REPORTING RESOLUTION**

BE IT RESOLVED, that the Town Board of the Town of Haverstraw hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees’ Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

<b>Elected Officials</b>						
<b>Title</b>	<b>Name</b>	<b>Standard Work Day (Hrs/day)</b>	<b>Term Begins/Ends</b>	<b>Days/Month (based on Record of Activities)</b>	<b>Tier 1 (check only if member is in Tier 1)</b>	<b>Not Submitted (check if no record of activities completed)</b>
Supervisor	Howard T Phillips, Jr	6	1/1/22-12/31/23	29.88		
Town Justice	Ivonne Santos	6	1/1/22-12/31/25	6.24		
Town Clerk	Raquel Ventura	6	1/1/22-12/31/23	22.72		
<b>Appointed Officials</b>						
Animal Control Officer	Claudia Perry	6	1/1/22-12/31/22	12.22		
Recreation Assistant	Lorraine Arocena	6	1/1/22-12/31/22	7.81		
Youth Board Member	Jansen Barron	6	1/1/22-12/31/22			X
Youth Board Member	Nikki Merriman	6	1/1/22-12/31/22	1.28		
Youth Board Member	Kenia Serrano	6	1/1/22-12/31/22			X
Emergency Services Coordinator	Gerald Knapp	6	1/1/22-12/31/22	1.08		
Planning Board Member	Joseph Michalak	6	1/1/22-12/31/26			X
Architectural Review Board Member	Gregory Merriweather	6	11/22/21-12/31/24			X

On this 25<sup>th</sup> day of October, 2022

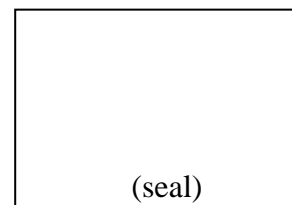
Date Enacted: 10/25/2022

(Signature of Clerk)

I, Raquel Ventura, clerk of the governing board of the Town of Haverstraw, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 14th day of May, 2018 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that \_\_\_ of such members were present at such meeting and that \_\_\_ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto  
Set my hand and the seal of the Town of Haverstraw



8. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND NEARMAP US, INC.

RESOLVED, BASED UPON THE RECOMMENDATION OF TOWN ASSESSOR CHARLES ZABA AND BUILDING INSPECTOR GEORGE BEHN, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH NEARMAP US, INC. TO PROVIDE AERIAL IMAGERY AND LOCATION DATA FOR A 12 MONTH SUBSCRIPTION TERM STARTING OCTOBER 27, 2022 AT A COST OF \$7,500.

9. CHANGE OF TOWN BOARD MEETING DATE FOR NOVEMBER 8, 2022

RESOLVED, THAT THE TOWN BOARD MEETING SCHEDULED FOR TUESDAY, NOVEMBER 8, 2022 AT 7:00 PM FOR THE TOWN OF HAVERSTRAW IS HEREBY CHANGED TO MONDAY, NOVEMBER, 7, 2022 AT 7:00 PM.

10. SET DATE FOR PUBLIC HEARING - 2023 PRELIMINARY TOWN BUDGET

RESOLVED, THAT THE TOWN CLERK BE AND SHE HEREBY IS AUTHORIZED TO PUBLISH A NOTICE THAT A PUBLIC HEARING SHALL BE HELD ON THE PRELIMINARY TOWN BUDGET FOR THE TOWN OF HAVERSTRAW FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, ON THURSDAY, NOVEMBER 10, 2022 AT 7:00 P.M., AND THAT ALL INTERESTED PARTIES ARE INVITED TO ATTEND AND SHALL BE HEARD BY THE BOARD, AND BE IT FURTHER

RESOLVED, THAT PURSUANT TO THE PROVISIONS OF THE TOWN LAW THE PROPOSED ANNUAL SALARIES ARE HEREBY SPECIFIED AS FOLLOWS:

SUPERVISOR	\$150,897.31
COUNCILMAN (EACH)	\$32,306.72
TOWN CLERK	\$97,404.38
HIGHWAY SUPERINTENDENT	\$115,341.05

11. AUTHORIZATION TO SET TERMS & CONDITIONS OF EMPLOYMENT FOR POLICE LIEUTENANT – OCTOBER 11, 2022 – DECEMBER 31, 2022

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN THE TERMS AND CONDITIONS OF EMPLOYMENT FOR POLICE LIEUTENANT JAMES W. HANSEN FROM OCTOBER 11, 2022 THROUGH DECEMBER 31, 2022 AS SET FORTH IN THE WRITTEN TERMS AND CONDITIONS DATED OCTOBER 11, 2022.

12. AUTHORIZATION TO RETAIN JAMES BIRNBAUM, ESQ.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO RETAIN JAMES BIRNBAUM, ESQ. OF NEW CITY, NEW YORK TO PERFORM LEGAL SERVICES ON AS NEEDED BASIS IN ACCORDANCE WITH HIS RETAINER LETTER DATED OCTOBER 19, 2022.

**13. APPOINTMENT OF DANNY SANTANA TO THE POSITION OF GROUNDWORKER FOR THE PARKS DEPARTMENT**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPOINTS DANNY SANTANA OF THIELLS, NEW YORK TO THE POSITION OF GROUNDWORKER, FULL TIME FOR THE PARKS DEPARTMENT EFFECTIVE OCTOBER 25, 2022, AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MR. SANTANA SHALL RECEIVE AN HOURLY RATE OF \$21.63.**

**14. REFUND OF BUILDING PERMIT FEE TO FERGUSON LANDSCAPE CONSTRUCTION, LTD**

**RESOLVED, THAT BASED ON THE RECOMMENDATION OF BUILDING INSPECTOR GEORGE BEHN AND PAT BRADY, P.E., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE REFUND OF \$310.00 TO FERGUSON LANDSCAPE CONSTRUCTION, LTD FOR A BUILDING PERMIT FEE FOR THE PREMISES LOCATED AT 78 MADISON AVENUE, GARNERVILLE, NEW YORK.**

**15. APPROVAL FOR EMERGENCY REPAIR – TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE FOLLOWING EMERGENCY REPAIR AT THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT: STAGE II TESTING FAILURE REPAIRS - SUPPLY AND INSTALL TWO (2) NEW 623V 2” VENT CAPS, TWO (2) NEW COAXIAL OVERFILL PREVENTION DROP TUBES ON THE GAS TANKS, BY AMERICAN PETROLEUM EQUIPMENT & CONSTRUCTION OF WALDEN, NEW YORK AT A COST OF \$7,262.74.**

**16. AUTHORIZATION TO PURCHASE THREE (3) CONCEPT SEATING HIGH BACK COMMERCIAL SEATS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE CONTRACT**

**RESOLVED, BASED UPON THE RECOMMENDATION OF CAPTAIN JOHN GOULD, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE THREE (3) CONCEPT SEATING HIGH BACK COMMERCIAL SEATS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE CONTRACT #PC68321 TO CONCEPT SEATING GOVERNMENT LLC OF BROOKFIELD, WISCONSIN, NY AT A COST OF \$4,729.46.**

**17. AWARD OF RFQ NO. 21-2022 – FOR THE PURCHASE, DESIGN AND INSTALLATION OF ONE (1) ROUND DIBOND SIGN WITH VINYL AND LAMINATE – RECREATION COMPLEX**

**RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO SUBURBAN CONSULTING ENGINEERS, INC., TOWN CONSULTANTS, FOR THE PURCHASE, DESIGN AND INSTALLATION OF ONE (1) ROUND DIBOND SIGN WITH VINYL AND LAMINATE – TOWN SEAL LOGO FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO FASTSIGNS OF UPPER SADDLE RIVER, NEW JERSEY, THE SOLE PROVIDER, AT A COST OF \$7,882.00.**

**18. MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ROCKLAND AND TOWN OF HAVERSTRAW**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES CHIEF OF POLICE PETER MURPHY TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH ROCKLAND COUNTY AS A PARTICIPATING AGENCY OF THE ROCKLAND REGIONAL RESCUE, ENTRY AND COUNTER TERRORISM TEAM (REACT).**

**19. ADVERTISE FOR BID NO. 9- 2022 – TOWN OF HAVERSTRAW POLICE STATION HVAC REPLACEMENT**

**RESOLVED, THAT THE TOWN CLERK BE AND SHE HEREBY IS AUTHORIZED TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 5:00 P.M. ON MONDAY, NOVEMBER 14, 2022, FOR THE RECEIPT OF BIDS FOR THE TOWN OF HAVERSTRAW POLICE STATION HVAC REPLACEMENT IN ACCORDANCE WITH THE SPECIFICATIONS.**

**20. ALLOCATION FOR LOCAL COMMUNITY ASSISTANCE PROGRAM (LOCAP) GRANT FUNDS**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO APPLY FOR THE LOCAL COMMUNITY ASSISTANCE PROGRAM (LOCAP) GRANT FUNDS, AND BE IT FURTHER RESOLVED,**

**THE TOWN OF HAVERSTRAW WILL BE USING THE FUNDS FOR THE CONSTRUCTION OF SIDEWALKS ON THIELLS MT IVY ROAD (\$300,000.00) AND THE INSTALLATION OF SIDEWALKS, DRAINAGE AND PAVING ON CHAPEL STREET (\$100,000.00).**

**21. AWARD OF RFP NO. 9 - 2022– PRINTING AND MAILING OF MAGNETS FOR THE HIGHWAY DEPARTMENT 2023 PICK UP SCHEDULE**

**RESOLVED, THAT TWO (2) REQUEST FOR PROPOSALS WERE SUBMITTED TO GEORGE WARGO, JR., SUPERINTENDENT OF HIGHWAYS, FOR THE PRINTING AND MAILING OF TWO THOUSAND FIVE HUNDRED (2,5000) CALENDAR MAGNETS FOR THE HIGHWAY DEPARTMENT 2023 PICK UP SCHEDULE, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP NO. 9 - 2022 TO SHELL ANN PRINTING OF STONY POINT, NEW YORK, AT A COST OF \$3,438.00, THE LOW BIDDER.**

**22. PROCLAMATION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS**

**WHEREAS, THE RESIDENTS OF THE TOWN OF HAVERSTRAW HAVE GREAT RESPECT, ADMIRATION, AND THE UTMOST GRATITUDE FOR ALL OF THE MEN AND WOMEN WHO HAVE SELFLESSLY SERVED OUR COUNTRY AND THIS COMMUNITY IN THE ARMED FORCES; AND**

**WHEREAS, THE CONTRIBUTIONS AND SACRIFICES OF THE MEN AND WOMEN WHO SERVED IN THE ARMED FORCES HAVE BEEN VITAL IN MAINTAINING THE FREEDOMS AND WAY OF LIFE ENJOYED BY OUR CITIZENS; AND**

**WHEREAS, TOWN OF HAVERSTRAW SEEKS TO HONOR THESE INDIVIDUALS WHO HAVE PAID THE HIGH PRICE FOR FREEDOM BY PLACING THEMSELVES IN HARM'S WAY FOR THE GOOD OF ALL; AND**

**WHEREAS, VETERANS CONTINUE TO SERVE OUR COMMUNITY IN THE AMERICAN LEGION, VETERANS OF FOREIGN WARS, RELIGIOUS GROUPS, CIVIL SERVICE, AND BY FUNCTIONING AS COUNTY VETERAN SERVICE OFFICERS IN 29 STATES TO HELP FELLOW FORMER SERVICE MEMBERS ACCESS MORE THAN \$52 BILLION IN FEDERAL HEALTH, DISABILITY AND COMPENSATION BENEFITS EACH YEAR; AND**

**WHEREAS, APPROXIMATELY 200,000 SERVICE MEMBERS TRANSITION TO CIVILIAN COMMUNITIES ANNUALLY; AND**

**WHEREAS, AN ESTIMATED 20 PERCENT INCREASE OF SERVICE MEMBERS WILL TRANSITION TO CIVILIAN LIFE IN THE NEAR FUTURE; AND**

**WHEREAS, STUDIES INDICATE THAT 44-72 PERCENT OF SERVICE MEMBERS EXPERIENCE HIGH LEVELS OF STRESS DURING TRANSITION FROM MILITARY TO CIVILIAN LIFE; AND**

**WHEREAS, ACTIVE MILITARY SERVICE MEMBERS TRANSITIONING FROM MILITARY SERVICE ARE AT A HIGH RISK FOR SUICIDE DURING THEIR FIRST YEAR AFTER MILITARY SERVICE; AND**

**WHEREAS, THE NATIONAL ASSOCIATION OF COUNTIES ENCOURAGES ALL COUNTIES, PARISHES AND BOROUGHES TO RECOGNIZE OPERATION GREEN LIGHT FOR VETERANS; AND**

**WHEREAS, THE TOWN OF HAVERSTRAW APPRECIATES THE SACRIFICES OF OUR UNITED STATE MILITARY PERSONNEL AND BELIEVES SPECIFIC RECOGNITION SHOULD BE GRANTED; THEREFORE BE IT**

**RESOLVED, WITH DESIGNATION AS A GREEN LIGHT FOR VETERANS COUNTY, THE TOWN OF HAVERSTRAW HEREBY DECLARES FROM OCTOBER THROUGH VETERANS DAY, NOVEMBER 11<sup>TH</sup> 2022 A TIME TO SALUTE AND HONOR THE SERVICE AND SACRIFICE OF OUR MEN AND WOMEN IN UNIFORM TRANSITIONING FROM ACTIVE SERVICE; THEREFORE, BE IT FURTHER**

**RESOLVED, THAT IN OBSERVANCE OF OPERATION GREEN LIGHT, THE TOWN OF HAVERSTRAW ENCOURAGES ITS CITIZENS IN PATRIOTIC TRADITION TO RECOGNIZE THE IMPORTANCE OF HONORING ALL THOSE WHO MADE IMMEASURABLE SACRIFICES TO PRESERVE FREEDOM BY DISPLAYING A GREEN LIGHT IN A WINDOW OF THEIR PLACE OF BUSINESS OR RESIDENCE.**