

**Haverstraw Town Board  
May 23, 2023**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

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

**3. ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF MAY 9, 2023.**

**4. PAYMENT OF BILLS**

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

**5. ACCEPTANCE OF REPORTS**

**NONE.**

**6. MEMORIALIZING RESOLUTION: OPPOSITION TO NYS BILL A 02875: ACT TO AMEND THE REAL PROPERTY TAX LAW, IN RELATION TO TELECOMMUNICATIONS EQUIPMENT OWNED BY OTHER THAN A TELEPHONE COMPANY**

**WHEREAS, TELECOMMUNICATIONS PROPERTY, UNLESS OTHERWISE EXEMPTED IN PARAGRAPH (I) OF SUBDIVISION TWELVE OF SECTION 102 OF THE REAL PROPERTY TAX LAW, IN THE PRIVATE RIGHTS-OF-WAY IS CURRENTLY ASSESSED BY THE LOCAL MUNICIPALITY WHERE SUCH PROPERTY IS LOCATED, AND SUCH VALUE IS NOT TO EXCEED THE NEW YORK STATE MANDATED TELECOMMUNICATIONS CEILINGS, AND**

**WHEREAS, THE STATE LEGISLATURE IS CONSIDERING LEGISLATION AMENDING PARAGRAPH 1 OF SUBDIVISION 12 OF SECTION 102 OF THE REAL PROPERTY TAX LAW TO EXEMPT CERTAIN TELECOMMUNICATIONS PROPERTY OWNED BY OTHER THAN A TELEPHONE COMPANY AND PARAGIAPH (I) OF SUBDIVISION TWELVE OF SECTION 102 OF THE REAL PROPERTY TAX LAW TO EXEMPT CERTAIN PROPERTY USED TO PROVIDE WIRELESS SERVICES, AND**

**WHEREAS, THE ESTABLISHMENT OF SUCH LEGISLATION WOULD REQUIRE THAT TELECOMMUNICATIONS EQUIPMENT USED FOR WIRELESS SERVICES BE REMOVED FROM ASSESSMENT ROLLS IN ALL MUNICIPALITIES ACROSS THE STATE OF NEW YORK, AND**

**WHEREAS, THE REMOVAL OF THIS PROPERTY FROM ASSESSMENT ROLLS WOULD RESULT IN THE LOSS OF LOCAL ASSESSMENT OF TELECOMMUNICATIONS PROPERTY AND OTHER TELECOMMUNICATIONS EQUIPMENT USED FOR WIRELESS SERVICES IN PRIVATE RIGHTS-OF-WAY, WITH A SUBSTANTIAL LOSS OF TAX REVENUE TO LOCAL MUNICIPALITIES AS WELL AS EXPOSURE TO POTENTIAL PROPERTY TAX REFUNDS,**

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF HAVERSTRAW THAT TELECOMMUNICATIONS PROPERTY IN THE PRIVATE RIGHT-OF-WAY, INCLUDING TELECOMMUNICATIONS EQUIPMENT USED FOR WIRELESS SERVICES, REMAIN TAXABLE AND UNDER THE CONTROL OF THE LOCAL MUNICIPALITY WHERE SUCH PROPERTY IS LOCATED AND IS HEREBY OPPOSED TO NEW YORK STATE BILL A 02875 AND THE EXEMPTION FROM REAL PROPERTY TAXATION OF TELECOMMUNICATIONS EQUIPMENT USED FOR WIRELESS SERVICES, AND**

**BE IT FURTHER RESOLVED THAT THE TOWN CLERK IS HEREBY AUTHORIZED TO FORWARD A COPY OF SAID RESOLUTION TO THE FOLLOWING PERSONS:**

- GOVERNOR KATHY HOCHUL
- ASSEMBLYMAN DANIEL ROSENTHAL
- STATE SENATOR KEVIN PARKER
- ASSEMBLYWOMAN JAIME R. WILLIAMS

**7. APPOINTMENT OF JOSEPH G. MACK – WATCHMAN**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT JOSEPH G. MACK OF HAVERSTRAW, NEW YORK TO THE POSITION OF WATCHMAN (PART-TIME) WITH THE TOWN OF HAVERSTRAW PARKS DEPARTMENT AT AN HOURLY RATE OF \$14.50, EFFECTIVE MAY 9, 2023 AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS, AND APPROVAL OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.**

**8. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND MARY J D'URSO PHOTOGRAPHY**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH MARY J D'URSO PHOTOGRAPHY FOR THE SERVICE OF PHOTOGRAPHING THE 4<sup>TH</sup> OF JULY EVENT AT BOWLINE POINT PARK ON FRIDAY, JUNE 30, 2023 WITH RAIN DATE OF SATURDAY, JULY 1, 2023 AT A COST OF \$850.**

**9. AGREEMENT WITH SPRAGUE OPERATING RESOURCES LLC AND THE TOWN OF HAVERSTRAW**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SPRAGUE OPERATING RESOURCES LLC OF PORTSMOUTH, NEW HAMPSHIRE TO SUPPLY NATURAL GAS TO THE TOWN OF HAVERSTRAW COMMENCING JUNE 1, 2023 AND ENDING MAY 31, 2025 AT A FIXED RATE OF \$0.4272 PER THERM.**

**10. APPROVAL AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND INTERSTATE WASTE SERVICES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH INTERSTATE WASTE SERVICES OF CHESTER, NEW YORK FOR GARBAGE REMOVAL AT THE HAVERSTRAW TOWN HALL AT A MONTHLY FEE OF \$373.47.**

**11. SCHEDULE PUBLIC HEARING – TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE TOWN OF HAVERSTRAW 2023 MS4 ANNUAL REPORT**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE TOWN OF HAVERSTRAW 2023 MS4 ANNUAL REPORT WHICH HAS BEEN PREPARED PURSUANT TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE SEWER SYSTEMS (MSRS), PERMIT NO. GP-02-02. SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, JUNE 13, 2023 AT 7:30 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN CLERK SHALL PUBLISH SAID NOTICE AND ALL PERSONS ARE INVITED TO ATTEND AND WILL BE HEARD BY THE BOARD.**

**12. RETAINER AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND BART GORDON– HIGHWAY DEPARTMENT**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY RETAINS THE SERVICES OF BART GORDON OF HAVERSTRAW, NEW YORK FOR THE PURPOSE OF PROVIDING SERVICES AS A TEMPORARY CONSULTANT FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT AT AN HOURLY RATE OF \$40.00, AND BE IT FURTHER**

**RESOLVED, THAT SAID SERVICE WILL INCLUDE ATTENDING ALL NECESSARY SEMINARS, WORKSHOPS AND MEETINGS AS PER TOWN BOARD REQUEST.**

**13. AWARD OF RFP NO. 11-2023 – CERTIFICATE COVERS**

**RESOLVED, THAT THREE (3) PROPOSALS WERE REQUESTED AND ONE (1) RFP WAS SUBMITTED TO ALEX GUARINO, ASSISTANT TO THE SUPERVISOR, TO PROVIDE CERTIFICATE COVERS FOR DISTINGUISH SERVICE AWARDS FOR TOWN OF HAVERSTRAW, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 11-2023 TO GRAPHIC MANAGEMENT PRINTERS OF PORT CHESTER, NEW YORK FOR 500 CERTIFICATE COVERS, ONE COLOR SILVER WITH TOWN EMBLEM ON FRONT COVER, AT A PRICE OF \$2,675.00, THE SOLE BIDDER.**

**14. AWARD OF BID - TOWN OF HAVERSTRAW BID NO. 6– 2023 – BUS TRANSPORTATION FOR SUMMER RECREATION PROGRAM – 2023**

**RESOLVED, THAT UPON THE RECOMMENDATION OF PHILIP G. REICHERTER, DIRECTOR OF THE TOWN OF HAVERSTRAW SUMMER RECREATION PROGRAM, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE BID FOR THE BUS TRANSPORTATION FOR THE TOWN OF HAVERSTRAW SUMMER RECREATION PROGRAM 2023 TO FIRST STUDENT INC. OF CINCINNATI, OHIO, THE SOLE BIDDER, AT DAILY BUS ROUTES OF \$304.88 PER BUS PER DAY AND SPECIAL TRIPS AS MENTIONED IN THE BID SPECIFICATIONS.**

**15. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO A LICENSE AGREEMENT WITH APEX SOFTWARE**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN APEX SKETCH 7 PRO ASSESSOR SINGLE LICENSE AGREEMENT WITH APEX SOFTWARE OF SAN ANTONIO, TEXAS FOR ONE (1) LICENSE AND THE FIRST YEAR OF MAINTENANCE AND SUPPORT FOR THE FEE OF \$655.00, AND EACH ADDITIONAL YEAR OF MAINTENANCE AND SUPPORT FOR THE FEE OF \$260.

**16. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND STONEFIELD ENGINEERING AND DESIGN, LLC**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH STONEFIELD ENGINEERING AND DESIGN, LLC OF NEW YORK, NEW YORK FOR THE PURPOSE OF PROVIDING PROFESSIONAL TRAFFIC ENGINEERING SERVICES FOR THE TOWN OF HAVERSTRAW ON STREET PARKING STUDY AS PER THE FEE SCHEDULE PROVIDED.

**SANITATION COMMISSION MEETING – MAY 23, 2023**  
**AGENDA**

1. ROLL CALL  
COMMISSIONER ISIDRO CANCEL  
COMMISSIONER VINCENT GAMBOLI  
COMMISSIONER JOHN GOULD  
COMMISSIONER JOHNNY ORTIZ  
CHAIRMAN HOWARD PHILLIPS

2. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR CHARLES CAPASSO & SONS CARTING INC.**

RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR CHARLES CAPASSO & SONS CARTING, INC. OF STONY POINT, NEW YORK TO EXPIRE ON APRIL 30, 2024.

3. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR MONSEY CARTING CO INC.**

RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR MONSEY CARTING CO, INC., OF WEST NYACK, NEW YORK TO EXPIRE ON APRIL 30, 2024.

4. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR CARLO MINUTO CARTING CO. INC.**

RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR CARLO MINUTO CARTING CO, INC., OF WEST NYACK, NEW YORK TO EXPIRE ON APRIL 30, 2024.

**PUBLIC PARTICIPATION**

**BOARD MEMBERS**

**ADJOURNMENT**

RAQUEL VENTURA, TOWN CLERK

# MARY J D'URSO PHOTOGRAPHY

## PHOTO PROPOSAL - Haverstraw Independence Day Fireworks 2023

6/30/23

### OVERVIEW

Mary J. D'Urso Photography is pleased to submit this proposal for photographing the Haverstraw Independence Day Fireworks 2023 at Bowline Point Park on 6/30/23. We have worked on many events in the Rockland County area providing quality photos. We will be sure to capture memories that residents will treasure and enjoy while looking back on this year's Independence Day Celebration. With any project we take on, connection to the subject of the photo is key. Mary prides herself on her ability to connect with her subjects of any age. Capturing candid photos of attendees as well as the fireworks display will be key to show what a cherished and joyous tradition Haverstraw's yearly Independence Day Celebration has become.

### The Objective

Provide quality candid photos of attendees as well as the fireworks display of the Haverstraw Independence Day Celebration 2023 at Bowline Point Park

### The Solution

\* 3 hours on site to capture candid photos of residents, town officials, and other attendees prior to the fireworks display and 1 hour on site to capture photos throughout the fireworks display

• 1 week off-site photo processing and digital image compilation.

### OUR PROPOSAL

Mary J. D'Urso Photography is confident the solutions above will ensure successful completion of the outlined objectives. Our past experience in excellent service and quality work is key for ensuring this will happen.

It is agreed that the photographs shot and prepared by Mary J D'Urso Photography are the exclusive property of the Town of Haverstraw and they shall not be shared or provided to anyone without the express written consent of the Town of Haverstraw.

Following is a complete list of all project deliverables:

**Deliverable**

4 hours On Site

**Price /  
Description**

\$700 on-site event photography

1 week off-site editing

\$150 off site editing & digital image compilation

TOTAL

\$850

**ACCEPTANCE**

Signatures below indicate acceptance of the proposal outlined in this document.

\_\_\_\_\_  
Mary J. D'Urso /Date

\_\_\_\_\_  
Haverstraw Representative / Date

**CONCLUSION**

We look forward to working with Haverstraw Town Officials ensuring residents, officials, and other attendees are pleased with the quality of work Mary J. D'Urso Photography will provide.

If you have questions on this proposal, feel free to contact Mary at your convenience by email at [maryjdursophotography@yahoo.com](mailto:maryjdursophotography@yahoo.com) or by phone at 845-642-5351. We will be in touch with you next week to arrange a follow-up conversation on the proposal.





# New York Natural Gas Sales Agreement

(Rate Ready)

Deal #: 6756

Account Information		Marketer Information	
Date	May 16, 2023	<b>SPRAGUE OPERATING RESOURCES LLC</b> 185 International Drive Portsmouth, NH 03801 Phone: 844-994-3835 Fax: 603-430-5320 Web: <a href="http://www.spragueenergy.com">www.spragueenergy.com</a> Email: <a href="mailto:contractadministrationgroup@spragueenergy.com">contractadministrationgroup@spragueenergy.com</a>	
Account Name	Town of Haverstraw		
Billing Name			
Billing Address	1 Rosman Road		
City, State, ZIP	Garnerville, NY 10923		
Telephone #	(845) 429-2200		
Fax # / Email		Sprague Rep	John Palocsik
Contact Name	Michael Gamboli	Agent Code	RTEC, Inc

A) Term of Agreement		Billing Option	
Start Date	06-01-2023	End Date	05-31-2025
		<input checked="" type="checkbox"/> Consolidated Billing Single Bill from LDC	<input type="checkbox"/> Dual Billing Sprague & LDC
B) Pricing Program		Service Class	
<input checked="" type="checkbox"/> Fixed Rate	\$0.4272 Per Therm	<input checked="" type="checkbox"/> Firm Transportation	<input type="checkbox"/> Interruptible Transportation
<input type="checkbox"/> NYMEX Plus Basis*	\$_____ Per Therm Adder to Monthly NYMEX Expiration	<input type="checkbox"/> New Account <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> 0% Swing <input checked="" type="checkbox"/> 100% swing (Full Requirements) <input type="checkbox"/> 10% swing	
<input type="checkbox"/> Monthly Variable Rate*	*Can be converted to a fixed rate	All Rates Quoted Include LDC Line Loss Fees Sprague does not gross up meter read volumes for Line Loss	

C) Service Address	City, Zip	County	LDC	LDC Account #	Tax Type
0 Thiells Mt Ivy Rd	Thiells 10984		O&R	4415049020	Exempt
101 W Ramapo Rd	Garnerville10923		O&R	7951434019	Exempt
1 Rosman Rd	Garnerville10923		O&R	0937433004	Exempt
1 Rosman Rd	Garnerville10923		O&R	0979433013	Exempt
1 Rosman Rd	Garnerville10923		O&R	0359082009	Exempt

Monthly Volumes								
Jan	2,946	Apr	1,544	Jul	767	Oct	1,043	Total Therms
Feb	2,670	May	1,320	Aug	675	Nov	1,901	
Mar	2,394	Jun	1,039	Sep	742	Dec	2,578	
							<b>19,619</b>	

**CUSTOMER DISCLOSURE STATEMENT**

Price	As noted on this Cover Sheet. If variable, the price will change monthly in response to market conditions. (See section B above).
Length of the agreement and end date	Deliveries will begin on the 1st meter read date within the Term of this agreement and cease on the meter read immediately following the Term of this agreement.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Sprague can sell such gas following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	After initial term, unless otherwise agreed to, renews on a month to month basis unless terminated by either party.





## Terms and Conditions of Natural Gas Sales Agreement (Commercial)

**Agreement to Sell and Purchase Energy.** This is an agreement between Sprague Operating Resources LLC ("Sprague") and the above-signed customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Sprague (the "Agreement"). Subject to the terms and conditions of this Agreement, Sprague agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Customer, necessary to meet Customer's requirements based upon consumption data obtained by Sprague or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is listed on the cover page to this agreement under the header "Monthly Volumes".

**Term.** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Sprague is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term") or as noted on the cover sheet to this agreement under the header "Term of Agreement". Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the Sprague Monthly Variable Rate, unless Sprague sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. At any time after the expiration of the initial term of this Agreement, while receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Sprague is provided with 30 days' advance written notice of termination.

**Pricing, Billing, and Termination.** Pricing will be based upon the "Pricing Program" chosen on the cover sheet to this agreement. If a variable pricing option is chosen, the variable price per therm will be established each month by Sprague based upon market conditions. All applicable taxes will be added separately in New York. **Swing Load Pricing:** "Fixed" Price applies to Monthly Contract Quantities ("MCQ") only. The MCQ is set forth on the 1<sup>st</sup> page. To the extent that Buyer's requirements exceed MCQ, ("Additional Gas") or the daily allotment thereof, those requirements shall be supplied at the Cost + price. To the extent that Buyer's requirements are below MCQ or the daily allotment thereof, then Buyer will be invoiced for the MCQ at the fixed price, and credited for the difference between MCQ and amounts not used at the Cost + Price. Fixed Prices are set forth on the front page of this Contract. "Cost" includes the amounts paid by Sprague Operating Resources LLC for the additional gas or in the case of a credit back to the Buyer, as paid to Sprague Operating Resources LLC for the Surplus Gas, plus associated carrying charges. Sprague will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month and termination of this Agreement upon 15 days' written notice. Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Sprague at its discretion) or if Customer fails to post any required security deposit, then, in addition to any other remedies that it may have, Sprague may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the customer shall pay, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement. Customer may receive a single bill for both commodity and delivery costs from the LDC or each of the LDC and Sprague may invoice Customer separately. Failure to make full payment of Sprague charges due on any consolidated bill prepared by the LDC for Sprague will be grounds for disconnection of utility services in accordance with New York Public Service Commission ("NYPSC") rules and regulations on the termination of service to non-residential customers in New York, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A \$30 fee will be charged for all returned checks.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Sprague. Sprague may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

**Information Release Authorization.** Customer authorizes Sprague to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; and credit information. This information may be used by Sprague to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Sprague. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Sprague or by calling Sprague at 1.844.994.3835. Sprague reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Consumer Protections.** The services provided by Sprague to Customer are governed by the terms and conditions of this Agreement. Sprague will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Sprague at 1-844-944-3835 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728.

**Cancellation.** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Sprague charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 20 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trueed-up when the final meter reading is provided.

**Agency.** Customer hereby appoints Sprague as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over interstate facilities and those of the LDC needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Title.** All natural gas sold under this Agreement shall be delivered to a City Gate location considered the "Point of Delivery", which shall constitute the point at which title transfers and the sale occurs hereunder.

**Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Sprague. Sprague makes no representations or warranties other than those expressly set forth in this Agreement, and Sprague expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.





**Force Majeure.** Sprague will make commercially reasonable efforts to provide natural gas hereunder but Sprague does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Sprague ("Force Majeure Events") may result in interruptions in service. Sprague will not be liable for any such interruptions caused by a Force Majeure Event, and Sprague is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Sprague's control.

**Liability.** The remedy in any claim or suit by Customer against Sprague will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Sprague or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**Sprague Contact Information.** Customer may contact Sprague's Customer Service Center at 1.844.994.3835, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Sprague at: Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801.

**Dispute Resolution.** In the event of a billing dispute or disagreement involving Sprague's service, Customer should contact Sprague's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

**Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

**Taxes.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Sprague's net income, shall be paid by Customer, and Customer agrees to indemnify Sprague and hold Sprague harmless from and against any and all such taxes.

**Tariffs, Laws and Regulations.** This Agreement shall be subject to all valid local, state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority of competent jurisdiction relating to the failure of such party to comply with any applicable governmental law, rule or regulation. In the event any governmental authority or any law, rule, regulation, ordinance or an order of any court, tribunal or regulatory authority of competent jurisdiction adversely and materially impacts Sprague's ability to perform under this Agreement and/or any Transaction Confirmation, Sprague shall have the right, at its option, in its sole discretion, to either attempt to renegotiate the terms of this Agreement and/or the Transaction Confirmation at any time, or to entirely terminate this Agreement and/or the Transaction Confirmation, without penalty, upon sixty (60) days' notice.

**Emergency Service.** In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and Customer's LDC. The LDCs' telephone numbers are as follows: for Con Edison, 1.800.75C.ONED (1.800.752.6633); for KeySpan LI 1.800.490.0045; for Keyspan NY 1.718.643.4050; for Orange & Rockland 1.800.533.5325; for PSE&G 1.800.436.PSEG; for NJNG 1.800.GAS.LEAK; for SJG 1.800.582.7060; and for E-Town 1.800.492.4009. Customer should then call Sprague at: 1.603.430.7285.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**Confidentiality.** Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided under this Agreement is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Sprague. In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

07/09/2009 (NY)

This sale is subject to the attached Terms and Conditions (which are hereby incorporated into and made a part of this Natural Gas Sales Agreement), and to Sprague's approval of Customer's credit. Customer acknowledges that this Agreement represents the entire agreement reached between Customer and Sprague, and by signing below, Customer agrees to allow Sprague to initiate service and to enroll the above accounts into Sprague's supply pool with the listed LDC.

Customer: Town of Haverstraw

Seller: Sprague Operating Resources LLC

By Authorized Agent: Howard T. Phillips Jr.

By Authorized Agent: Mark A. Roberts

Title: Supervisor

Title: Managing Director - Natural Gas & Power Sale

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 5/17/2003

Date: \_\_\_\_\_

## **New York State Public Service Commission**

### **Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights**

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - price and all variable charges or fees;
  - length of the agreement;
  - terms for renewal of the agreement;
  - cancellation process and any early termination fees, which are limited by law; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: [www.AskPSC.com](http://www.AskPSC.com)





**ATTACHMENT 1**  
**Special Provisions to the**  
**NEW YORK NATURAL GAS SALES AGREEMENT**  
**between Sprague Operating Resources LLC and Town of Haverstraw**  
**Dated May 16, 2023**

1. **Table on Page 1.** Remove the following language:  
 Amount of Late Payment Fee and method of calculation - 1.5% on overdue balances.
2. **Table on Page 1.** Remove the Provisions for renewal of the agreement and replace with the following language:

Provisions for renewal of the agreement – After initial term, absent a written agreement between the parties, in the event Sprague delivers Gas to the Buyer, and Buyer receives Gas from Sprague, beyond the stated Delivery Period(s) in the signed agreement, Sprague shall have the right to invoice Buyer for such Gas at a market-based price as determined by Sprague, which may be different from the fixed price on the signed agreement, plus any imbalance charges, applicable utility capacity assignment charges and taxes.

3. **Add the following provision to the end of the Agreement:**

**Non-Appropriation.** are appropriated in Buyer's current budget for the purposes of this Agreement. This Agreement is not a general obligation of Buyer. Neither the full faith or credit, nor the taxing power of Buyer, are pledged to the payment of any amount due, or to become due, under this Agreement. This Agreement shall be effective to the extent that the monies to be paid hereunder are appropriated in Buyer's budget. Buyer represents and warrants that it has sufficient monies appropriated and budgeted to meet its financial and contractual obligations for the term of June 1, 2023 through December 31, 2023 and that it will take all appropriate steps to ensure it appropriates and budgets sufficient monies to meet its future financial and contractual obligations under this Agreement.

Customer: Town of Haverstraw  
 By Authorized Agent: Howard T. Phillips Jr.  
 Title: Supervisor  
 Signature: \_\_\_\_\_  
 Date: 5/17/2023

Seller: Sprague Operating Resources LLC  
 By Authorized Agent: Mark A. Roberts  
 Title: Managing Director – Natural Gas & Power Sales  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_





Customer Name: Town of Haverstraw  
 Utility: O&R

**Natural Gas Pricing**

ESCO	Fixed Rate		
	12 mo.	24 mo.	36 mo.
Energo	\$ 0.4336	\$ 0.5194	\$ 0.5251
Sprague Energy	\$ 0.3999	\$ 0.4272	\$ 0.4540
Approved Energy	\$ 0.4945	\$ 0.5171	\$ 0.5316

ESCO	NYMEX+		
	12 mo.	24 mo.	36 mo.
Energo	\$ 0.0987	\$ 0.1452	\$ 0.1254
Sprague Energy			
Approved Energy	\$ 0.14710	\$ 0.13410	\$ 0.12720

**Interstate Waste Services Inc**  
 89 Black Meadow Rd  
 Chester, NY 10918  
 (866) DIAL-IWS

**Service Agreement**  
 Non-Hazardous Waste



Account No. 612760

Site Number 612760 - 0001

Effective Date \_\_\_\_\_  
 Representative Kristen Ashford

Customer Service Location Information				Customer Billing Information			
<b>Service Name</b>	<u>Town of Haverstraw</u>			<b>Customer Name</b>	<u>Town of Haverstraw</u>		
<b>Address</b>	<u>1 Rosman Rd</u>			<b>Customer FEIN#</b>	_____		
<b>City</b>	<u>Garnerville</u>	<b>State</b>	<u>NY</u>	<b>Address</b>	<u>1 Rosman Rd</u>		
<b>Zip</b>	<u>10923-1742</u>	<b>County</b>	<u>RK</u>	<b>City</b>	<u>Garnerville</u>		
<b>Service Contact</b>	<u>Howard Phillips</u>			<b>State</b>	<u>NY</u>	<b>Zip</b>	<u>10923-1742</u>
<b>Phone #</b>	<u>(845) 429-2200</u>			<b>Billing Contact</b>	<u>Marisol Cancel</u>		
<b>Email</b>	_____			<b>Phone #</b>	<u>(845) 429-2200</u>		
				<b>Email</b>	<u>mcancel@townofhaverstraw.org</u>		

**SERVICES - All rates below DO NOT include taxes unless otherwise indicated.**

Line of Business	Service Type	Qty	Container Size	Frequency or On Call	Service Days M,T,W,R,F,S,Z	Extra P/U or Haul Rate	Disposal Rate	Surcharges Fuel or Env't	Monthly Charge
	TRASH	1.00	FL02	2 times per week	M,R				\$373.47

Other Charges/PO #/Credit Card # \_\_\_\_\_

Delivery Date \_\_\_\_\_ Delivery Contact Howard Phillips

Inactivity Fee \_\_\_\_\_ Directions / Container Location / Comments \_\_\_\_\_

The undersigned individual signing this Agreement on behalf of Customer Acknowledges that he or she has read and understands the Terms and Conditions, on Page 2 of this document, which are part of this Agreement and that he or she has the authority to sign this Agreement on behalf of Customer

Company Name	<u>Interstate Waste Services Inc</u>	Customer Name	<u>Town of Haverstraw</u>
By (Signature)	_____	By (Signature)	_____
Name & Title (PRINT)	<u>Kristen Ashford</u>	Name & Title (PRINT)	_____
Date	_____	Contract Date	_____

**Interstate Waste Services Inc**  
 89 Black Meadow Rd  
 Chester, NY 10918  
 (866) DIAL-IWS

**Service Agreement**  
 Non-Hazardous Waste



Account No. 612760

Site Number 612760 - 0001

Effective Date \_\_\_\_\_  
 Representative Kristen Ashford

Customer Service Location Information				Customer Billing Information			
<b>Service Name</b>	<u>Town of Haverstraw</u>			<b>Customer Name</b>	<u>Town of Haverstraw</u>		
<b>Address</b>	<u>1 Rosman Rd</u>			<b>Customer FEIN#</b>	_____		
<b>City</b>	<u>Garnerville</u>	<b>State</b>	<u>NY</u>	<b>Address</b>	<u>1 Rosman Rd</u>		
<b>Zip</b>	<u>10923-1742</u>	<b>County</b>	<u>RK</u>	<b>City</b>	<u>Garnerville</u>		
<b>Service Contact</b>	<u>Howard Phillips</u>			<b>State</b>	<u>NY</u>	<b>Zip</b>	<u>10923-1742</u>
<b>Phone #</b>	<u>(845) 429-2200</u>			<b>Billing Contact</b>	<u>Marisol Cancel</u>		
<b>Email</b>	_____			<b>Phone #</b>	<u>(845) 429-2200</u>		
				<b>Email</b>	<u>mcancel@townofhaverstraw.org</u>		

**SERVICES - All rates below DO NOT include taxes unless otherwise indicated.**

Line of Business	Service Type	Qty	Container Size	Frequency or On Call	Service Days M,T,W,R,F,S,Z	Extra P/U or Haul Rate	Disposal Rate	Surcharges Fuel or Env't	Monthly Charge
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Company Name	<u>Interstate Waste Services Inc</u>	Customer Name	<u>Town of Haverstraw</u>
By (Signature)	_____	By (Signature)	_____
Name & Title (PRINT)	<u>Kristen Ashford</u>	Name & Title (PRINT)	_____
Date	_____	Contract Date	_____



## TERMS AND CONDITIONS

1. **SERVICES RENDERED.** Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Materials (as defined below) and Customer agrees to make the payments and comply with all other terms of this Agreement. Company agrees to furnish equipment and services set forth on the reverse side, all in accordance with the terms of this Agreement.
2. **TERM.** The initial term of this Agreement is (3) year(s) from the Effective Date. Except where prohibited by law, this Agreement shall automatically renew thereafter for additional Terms of one (1) year unless either party gives the other party written notice by Certified Mail, Return Receipt Requested, of termination at least sixty (60) days prior to the termination of the then existing Term.
3. **WASTE MATERIALS** The Waste Materials to be collected and disposed of and/or recycled by Company pursuant to this Agreement are all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or generated at Customer's Service Address (collectively, "Waste Materials"). Waste Materials specifically excludes, and Customer specifically agrees not to deposit or permit the disposal for collection by Company, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste, substance or material as defined by or listed or characterized under applicable federal, state or local laws or regulations ("Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Customer represents and warrants that all materials to be collected under this Agreement shall be and conform to the definition of "Waste Materials" herein.
4. **CHARGES, PAYMENTS, ADJUSTMENTS** Customer shall pay Company for the services and/or equipment furnished by Company (including all charges for equipment repair and maintenance) in accordance with the charges set forth on the reverse side, as the same may be adjusted as provided herein. Payment shall be made by Customer to Company upon receipt of invoice from Company, but no later than 10 days after receipt of an invoice. Company may charge, and Customer shall pay, a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum, or the maximum rate allowed by law. Company may increase the charges to account for any increase in disposal, fuel or transportation costs or other charges, or other governmental charges. Company may also increase the charges to account for increase in the Consumer Price Index (for all Urban Consumers (CPI-U), U.S., City Average, all items, as published by the United States Department of Labor, Bureau Labor Statists) and for any increases in the average weight per container of Waste Materials. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced orally, in writing or by the actions and practices of the parties.
5. **CHANGES.** Changes in the charges, frequency of collection services, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing or by the actions and practices of the parties; provided that the Customer shall not be entitled to alter the service requirements hereunder during any Term for reason of or while contracting with another collection, disposal or recycling service provider at the Service Address. In the event Customer relocated during the Term and Customer's new address is within the area serviced by the Company or one of its affiliates, this Agreement shall be applicable to and remain in full force and effect at such new service address location.
6. **EQUIPMENT, ACCESS** The equipment furnished hereunder by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment while at the Service Address. Customer shall bear responsibility and liability for all loss or damage to the equipment and for its contents. Company shall not be responsible for spillage of paint, oil, or other prohibited substances resulting from compacting or emptying the contents of containers, or stains and damage related thereto. Customer shall not overload (by weight or volume), move or alter the equipment and shall use the equipment only for its intended purpose as stated herein. Customer shall be responsible for any fines incurred by Company due to Customer's overloading or overfilling of the equipment. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day(s). Company reserves the right to charge and additional fee for any modification in collection service caused by or resulting from Customer's failure to provide access to the equipment.
7. **DRIVEWAYS, PARKING AREAS, PAVEMENT** Company shall not be responsible for any damages to Customer's property, including driveways, parking areas, pavement or curbing, resulting from Company's vehicles or equipment. Customer represents and warrants that all streets, access roads, curbing, parking lots, enclosures, loading docks, and all areas in which the Company's vehicles and equipment will or may operate will be adequate to support the Company's vehicles and equipment. The Customer further agrees that while the Agreement is in force only the Company's equipment shall be used for the transportation and disposal of the Customer's waste material.
8. **DEFAULT, TERMINATION** If, during the Term, either party shall be in breach of or default under any provision of this Agreement ("Default"), the other party may, at its option, (i) suspend its performance until such default is corrected and the non-defaulting party has been fully compensated for any loss resulting from such Default, or (ii) terminate this Agreement, provided, however, that no termination shall be effective until the complaining party has given written notice of a Default to the other party and the other party has failed to cure such Default within ten (10) days of such notice (with respect to a failure to pay) or within (30) days (with respect to all other breaches and defaults). In the event that Customer fails to pay Company or fails to perform any other obligation under this Agreement, Customer shall pay, in addition to the amounts due, any and all costs incurred by Company to an attorney. Notice of termination shall be in writing and sent by certified mail, postage prepaid, return receipt requested at the addresses set forth on the reverse side.
9. **DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any Term for any reason other than an uncured Default by Company, or in the event Company terminates this Agreement for Customer's default, it shall be deemed a breach of this Agreement, and Customer shall pay to Contractor, as liquidated damages, an amount equal to fifty percent (50%) of the Average Monthly Charge multiplied by the number of months remaining in the term. The Average Monthly Charge is: (a) the average of all charges for the six (6) months precedes termination or (b) if terminated less than six (6) months into the term, the average of all charges since the Effective Date; or (c) if terminated before any charges, the billing rate. Customer expressly acknowledged that the foregoing liquidated damaged calculation amount is reasonable compensation that is believed to be commensurate with the anticipated loss to Company resulting from such termination and that such amount is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.
10. **INDEMNITY.** Customer agrees to indemnify, defend and hold harmless Company against all claims, damages, suits, penalties, fines, liabilities, costs, expenses and other damages (including attorney's fees) arising directly or indirectly out of or in connection with any actual or alleged (i) breach by Customer of any representation, warranties, terms or conditions of this Agreement, (ii) generation, placement in equipment, deposit, collection or disposal of any Excluded Materials, or (iii) injury or death of a person or loss or damage to property that may arise out of or in connection with Customer's negligence, willful misconduct or use, operation or possession of any equipment.
11. **EXCUSED PERFORMANCE.** Neither party hereto shall be liable for its failure to perform to its delay in performance hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires, acts of God, inability to obtain equipment and other similar causes, and such failure shall not constitute a Default under this Agreement.
12. **NON-PERFORMANCE.** Customer shall provide the company with written notice, by certified mail, return receipt requested, of any matter which it believes constitutes a failure by the Company to fully perform its obligations under this Agreement. Customer must send the Company such notice within thirty (30) days of the time Customer or its agents first have knowledge of the alleged failure by the Company to comply with its obligations under this Agreement. The Company shall have thirty (30) days from receipt of such notice to cure the alleged problem where, in the Company's sole reasonable judgement, such problem constitutes a failure by the Company to fully perform its obligations under this Agreement. Where the Company determines that the problem is not a failure by the Company to perform its obligations under the Agreement, or where such problem is beyond the Company's reasonable control, the Company is not obligated to cure such problem and this Agreement shall remain in full force and effect. In the event Customer does not notify the Company of any matter which it believes constitutes a failure by the Company to fully perform its obligations hereunder, the continuing alleged failure by the Company to perform its obligations for such specific matter shall be waived by Customer and such matter shall, under no circumstances, constitute a breach of this Agreement.
13. **ASSIGNMENT, BINDING EFFECT.** Company may assign this Agreement without Customer's consent. Customer may not assign this Agreement without Company's prior written consent, which consent may be withheld in Company's sole discretion. This Agreement shall be binding on and shall inure to the benefit of the Company, Customer and their respective successors and assigns.
14. **ENTIRE AGREEMENT, AMENDMENT** This Agreement represents the entire agreement between the parties and supersedes any and all other agreement whether written or oral, that may exist between the parties except as otherwise provided herein. No course of performance, purchase orders or agreement purporting to amend, supplement to explain this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
15. **GOVERNING LAW, SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the state in which the services are provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement.
16. **RIGHT TO COMPETE.** Customer agrees to notify the Company in writing of any offer that Customer receives from any service provider other than the Company relating to the provision of permanent or temporary collection and/or disposal services upon the expiration of the Agreement and agrees to give Company the right to match any such offer.
17. **ATTORNEYS FEES.** In the event Customer fails to pay company all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Company refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by company as a result of such action, including reasonable attorney's fees.
18. **ELECTRONIC SIGNATURES.** The electronic delivery of a signed copy of this Agreement, whether by facsimile transmission or by electric mail, shall represent the legal and binding signature if such party and evidence such party's agreement to be bound by the terms and conditions hereof.
19. **MISCELLANEOUS.** If any conflicts arise between this Agreement and Customer's purchase orders and/or acknowledgements, the terms and conditions of this agreement shall govern.

**CUSTOMER HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS WHICH ARE A PART OF THIS AGREEMENT AND THAT HE OR SHE HAS THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF CUSTOMER.**





Apex Software  
 Remit To:  
 PO Box 100145  
 San Antonio, TX 78201-1445  
 1-210-699-6666

Invoice #:	322094
Invoice Date:	4/26/2023
Account #:	158959
ConfID #:	

Sold To:

Attn: Accounts Payable  
 Town of Haverstraw  
 1 Rosman Rd  
 Garnerville, NY 10923

Ship To:

Attn: Accounts Payable  
 Town of Haverstraw  
 1 Rosman Rd  
 Garnerville, NY 10923

Shipped	Delivery Method	Terms	PO#	Sales Per
	Download	QUOTE		EJY

Product	Description	Qty	Unit Cost	Price
ApxSktv7ProAS SR	Apex Sketch 7 Pro Assessor Single License	1	655.00	655.00

Notes: This is a formal Quote for the Apex V7 pr. It includes 1 license and the first year of mainteance and support. Each additional year of mainteance and support is \$260.00 . This is not an invoice this is only a Quote.	Subtotal:	655.00
	Discount:	-0.00
	Tax:	0.00
	Shipping:	0.00
	<b>Total:</b>	<b>655.00</b>
	Amount Paid:	-0.00
	<b>Balance Due:</b>	<b>\$655.00</b>

Phone: 845.942.3717 Fax:

All sales are final after 30 days. New Leica Distos may be returned within 30 days with a 15% restocking fee. All Tablet PC, Pocket PC, and used device sales are final unless otherwise specified in writing.

# STONEFIELD

May 17, 2023

George T. Behn, JR.  
Town of Haverstraw Building Inspector II  
1 Rosman Road  
Garnerville, New York 10923  
[gbehn@townofhaverstraw.org](mailto:gbehn@townofhaverstraw.org)

**Contract Proposal – Professional Traffic Engineering Services  
Town of Haverstraw Parking Study  
1 Rosman Road  
Town of Haverstraw, Rockland County, New York**

George:

Per our recent discussion, it is understood that you have requested a Proposal for Professional Traffic Engineering Services to assist in a study of on-street parking regulations in the Town of Haverstraw to identify solutions for parking issues. As part of the workscope contained herein, Stonefield will prepare conceptual on-street parking exhibits and an on-street parking recommendation memorandum as well as attend meetings with the Town Board. **The workscope associated with this proposal shall be specifically defined in Appendix A.**

Upon consultation with your office, supplemental proposals and/or addendums for additional work requested will be issued for activities above and beyond the workscope outlined in Appendix A. Invoices for professional services provided and expenses incurred will be submitted on a monthly basis beginning on the month following the execution and return of this contract. Invoices are payable within thirty (30) days of receipt to continue providing professional services related to the project scope. This proposal will be valid for ninety (90) days from the date of this proposal. **The Contract Proposal shall be subject to the Standard Provisions for Professional Services as defined in Appendix B.**

Thank you for the opportunity to provide our Proposal for Professional Traffic Engineering Services as part of this development project. **Should you be agreeable to this Contract Proposal and want to initiate our services, please provide our firm with a signed and dated copy of this document, and initial all attachments.** If you have any questions or comments or wish to discuss this Contract Proposal in further detail, please feel free to contact our office at your convenience.

Best regards,



Joshua Herman, PE



Matthew J. Seckler, PE, PP, PTOE  
**Stonefield Engineering and Design, LLC**

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Client Entity

\_\_\_\_\_  
Authorized Representative (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX A CONTRACT PROPOSAL FEE SUMMARY (I OF I)

### TRAFFIC ENGINEERING SERVICES

TASK	DESCRIPTION OF SERVICE	CONTRACT AMOUNT
T-7	<b>Typical On-Street Parking Exhibits</b> Preparation of three (3) generic on-street parking restriction and signage/stripping exhibits for roadways of three (3) typical pavement widths: 22-feet-wide; 30-feet-wide; 36-feet-wide / Assumes one (1) round of revisions after presentation at Town Board meeting and input from Town Board members	\$ 4,800.00
	<b>Parking Recommendations Summary Memorandum</b> Preparation of a memorandum summarizing the recommendations presented in the on-street parking exhibits, as well as other recommendations for other parking restriction signage and striping	\$ 2,500.00
T-9	<b>Project Meeting &amp; Project Coordination (Allowance)</b> Assumes attendance at one (1) Town Board meeting to discuss the contents of the proposal, and one (1) Town Meeting to review the recommended improvements	\$ 1,600.00
T-11	<b>Reimbursable Expenses (Allowance)</b>	\$ 750.00

\* Contract Proposal Total is dependent on the extent of project management, project coordination, post-land use services, the number of hearings, and reimbursable expenses as outlined in Appendix B of this Contract Proposal.

### SERVICES NOT CONSIDERED WITHIN THIS CONTRACT PROPOSAL INCLUDE:

- |   |   |
|---|---|
| Additional attendance at Town Board Meetings  | Additional Meeting Attendance   |
| Construction Coordination & Administration  | Construction Drawings   |
| Roadway Design Plans  | Manual Turning Movement Counts  |
| On-Street Parking Counts/Observations   | As-Built Drawings   |
| Jurisdictional agency requirements unable to be determined at the issue of this Contract Proposal | Any other service not specifically outlined in this Contract Proposal |

# STONEFIELD

Town of Haverstraw  
Town of Haverstraw Parking Study  
Haverstraw, New York  
May 17, 2023

## APPENDIX B STANDARD PROVISIONS FOR PROFESSIONAL SERVICES

<u>STAFF SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$140.00
Project Engineer	\$125.00
Design Engineer	\$105.00
Land Surveyor	\$105.00
Traffic Analyst	\$90.00
Landscape Designer	\$90.00
Survey Technician	\$90.00
CADD Technician	\$75.00
Administrative Assistant	\$55.00
Public Hearing Attendance (Per Hearing)	\$800.00

<u>REIMBURSABLE EXPENSES</u>	<u>COST</u>
Travel – Postage and Courier Mail Service	Cost
Travel – Tolls and Parking	Cost
Travel – Mileage Reimbursement	\$0.655/mile
Reproduction – Color Exhibits / Plans	\$3.75/Sheet
Reproduction – Black and White Exhibits / Plans	\$2.00/Sheet
Reproduction – Reports	
Between 11 to 49 Pages	\$7.50
Between 50 to 99 Pages	\$15.00
Greater Than 100 Pages	\$20.00
Fees – Applications and Permits	Cost + 10%
Fees – Outside Services and Equipment	Cost + 10%

### TERMS AND CONDITIONS

- INVOICES AND PAYMENT:** Invoices will be issued on a monthly basis and are payable upon receipt. Should payment not be received within thirty (30) days of receipt, Stonefield Engineering and Design, LLC ("Stonefield") reserves the right to cease all services immediately upon the issuance of written correspondence. Unpaid balances beyond 60 days are subject to interest at a rate of 1.50% per month.
- OWNERSHIP AND USE OF DOCUMENTS:** All reports, analyses, plans, correspondence, and other items prepared by Stonefield are to remain the property of Stonefield. Upon request, the client will be provided copies of finalized documentation for reference purposes after full payment for all services has been received.
- CONFIDENTIALITY:** Technical and pricing information in this document are confidential and the property of Stonefield. All associated information is not to be disclosed or made public without the written consent of Stonefield.
- TERMINATION:** This agreement for services may be terminated by Stonefield effective immediately upon receipt of written notice. Stonefield will be due the amount for all services and reimbursable expenses rendered to the date in which written notice of termination is provided.
- PROFESSIONAL RESPONSIBILITY:** Stonefield cannot guarantee the receipt of approvals or entitlements and is not responsible for the time to receive approvals. Stonefield will perform the services identified in the attached Contract Proposal consistent with the level of care of comparable firms in the same industry, working under similar conditions at the time services are performed.