

**HAVERSTRAW TOWN BOARD
FEBRUARY 27, 2024**

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN KIRSCHKEL, 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 FEBRUARY 13, 2024.

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.

**PRESENTATION OF PLAQUES AND CERTIFICATES IN CELEBRATION OF
BLACK HISTORY MONTH**

6. **AUTHORIZATION FOR DEPUTY BUILDING INSPECTOR TO ATTEND NYSBOC (BUILDING OFFICIALS CONFERENCE) ROCKLAND 2024 SEMINAR**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR ERIC J. DESCH, DEPUTY BUILDING INSPECTOR TO ATTEND THE NYSBOC (BUILDING OFFICIALS CONFERENCE) ROCKLAND 2024 SEMINAR REQUIRED TRAINING CONFERENCE TO BE HELD FROM MAY 7, 2024 TO MAY 9, 2024 IN HILLBURN, NEW YORK AT A COST OF \$300.00.

7. **AWARD OF RFP NO. 2 – 2024 TO WEST POINT TOURS, INC. – TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW SENIOR CITIZENS CLUB**

RESOLVED, THAT TWO (2) RFPs WERE REQUESTED AND ONE (1) WAS SUBMITTED TO ROSA URENA, CONSTITUENT SERVICE REPRESENTATIVE, TO PROVIDE TRANSPORTATION FOR THE TOWN OF HAVERSTRAW SENIOR CITIZENS CLUB TRIP TO SHORE CLUB IN SPRING LAKE, NEW JERSEY ON TUESDAY, MARCH 14, 2024, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 2- 2024 TO WEST POINT TOURS, INC. OF VAILS GATE, NEW YORK AT A PRICE OF \$1,650.00, THE LOWEST COST.

8. AGREEMENT WITH SMARTESTENERGY AND THE TOWN OF HAVERSTRAW FOR ELECTRICITY TOWN ACCOUNTS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SMARTESTENERGY OF SYRACUSE, NEW YORK TO PROVIDE ELECTRICITY FOR TOWN OF HAVERSTRAW'S ACCOUNT AT A RETAIL INDEXED ADDER FIXED RATE OF \$0.03852 PER KWH AND THE COMMODITY PORTION VARIABLE RATE PER KWH FROM MARCH 2024 THROUGH MARCH 2026.

9. AGREEMENT WITH APPROVED ENERGY II LLC AND THE TOWN OF HAVERSTRAW FOR ELECTRICITY FOR STREET LIGHT ACCOUNTS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH APPROVED ENERGY II LLC OF BROOKLYN, NEW YORK TO PROVIDE ELECTRIC FOR TOWN OF HAVERSTRAW STREET LIGHTS FOR A RETAIL INDEXED ADDER FIXED RATE OF 0.02467 PER KWH AND THE COMMODITY PORTION A VARIABLE RATE PER KWH FOR A 24 MONTHS TERM STARTING ON THE FIRST AVAILABLE METER READ ON OR AFTER MARCH 1, 2024.

10. APPOINTMENT OF PABLO LLAPA TO THE POSITION OF GROUNDWORKER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPOINTS PABLO LLAPA OF HAVERSTRAW, NEW YORK TO THE POSITION OF GROUNDWORKER, FULL TIME FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE EFFECTIVE FEBRUARY 26, 2024, AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MR. LLAPA SHALL RECEIVE AN HOURLY RATE OF \$25.00.

11. BUDGET ADJUSTMENTS FOR YEAR ENDING IN DECEMBER 31, 2023

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$133,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE YEAR ENDING IN DECEMBER 31, 2023. (SEE ATTACHED BUDGET ADJUSTMENTS.)

Town of Haverstraw
Final Budget Adjustments
For year ending 12-31-2023

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
GENERAL FUND				
	Supervisor Contractual	A-1220-0400	\$ 5,000.00	
	Director Of Finance Pers. Services	A-1310-0100	\$ 3,000.00	
	Buildings Contractual	A-1620-0400	\$ 10,000.00	
	Police Personal Services	A-3120-0100	\$ 100,000.00	
	Parks Contractual	A-7110-0400	\$ 5,000.00	
	Social Security	A-9030-0800	\$ 10,000.00	
	Director of Finance Contractual	A-1310-0400		\$ 3,000.00
	Supervisor Personal Services	A-1220-0100		\$ 5,000.00
	Police Equipment	A-3120-0200		\$ 50,000.00
	Police contractual	A-3120-0400		\$ 50,000.00
	Judgement & Claims	A-1950-0400		\$ 25,000.00
			\$ 133,000.00	\$ 133,000.00

12. APPOINTMENT OF SEAN FINNERTY LABORER TO THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT

RESOLVED, THAT UPON THE RECOMMENDATION OF JOHN "BART" GORDON SUPERINTENDENT OF HIGHWAYS THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT SEAN FINNERTY OF GARNERVILLE, NEW YORK TO THE POSITION OF LABORER, FULL TIME FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT AT A SALARY OF \$31.46 PER HOUR, AND BE IT FURTHER

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

13. AUTHORIZATION TO REBID NO. 5-2024- BUS TRANSPORTATION FOR HAVERSTRAW SENIOR CITIZENS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE TOWN CLERK 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 10:00 A.M. ON WEDNESDAY, MARCH 13, 2024 FOR THE RECEIPT OF RE-BID NO. 5-2024 FOR FOR THE PROVISION OF BUS TRANSPORTATION FOR THE HAVERSTRAW SENIOR CITIZENS CLUB FOR THE YEAR 2024 IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ON FILE IN THE OFFICE OF THE TOWN CLERK, COPIES OF WHICH, TOGETHER WITH FORM OF PROPOSAL, MAY BE OBTAINED AT HER OFFICE. BIDDERS SHALL INCLUDE WITH THEIR BIDS A STATEMENT OF THEIR TERMS FOR CANCELLATION OF TRIPS AND ANY CANCELLATION CHARGE THEY MAY HAVE AND THAT BIDS WILL PROVIDE FOR THE USE OF NOT LESS THAN FIFTY-SIX (56) PASSENGERS, KNEELING BUSES WITH VIDEO/AUDIO EQUIPMENT, AND LAVATORY ON BOARD. ALL BUSES SHALL BE EQUIPPED WITH SENIOR STEPS. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. BIDS RECEIVED LATER THAN THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED. ALL BIDDERS MUST FILE A STATEMENT OF NON-COLLISION WITH THEIR BIDS.

14. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH EDMUNDS & ASSOCIATES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH EDMUNDS & ASSOCIATES OF NORTHFIELD, NEW JERSEY TO PROVIDE SOFTWARE SERVICES – LICENSE AND SUPPORT SERVICES FOR THE TOWN OF HAVERSTRAW ASSESSORS OFFICE COMMENCING FEBRUARY 22, 2024 AT A COST OF \$1,450.00 AND ANNUAL FEE OF \$380.00 FOR IPS MAINTENACE FOR A TOTAL COST OF \$1,830.00.

15. AWARD OF CONTRACT TO EAST COAST EMERGENCY LIGHTING, INC. – PURCHASE OF ONE (1) SIREN AMPLIFIER WITH HAND HELD CONTROL AND ACCESSORIES FOR THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH EAST COAST EMERGENCY LIGHTING, INC. OF MILLSTONE TOWNSHIP, NEW JERSEY FOR THE PURCHASE OF ONE (1) SIREN AMPLIFIER WITH HAND HELD CONTROL AND ACCESSORIES, FOR THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT AT A TOTAL COST OF \$1,125.61.

16. APPROVAL OF CHANGE ORDER NO. 2 – ENVIRONMENTAL CONSTRUCTION INC. - BOWLINE PARK PERGOLA & FITNESS EQUIPMENT

BASED UPON THE RECOMMENDATION OF MICHAEL TAMBLIN, PROJECT ENGINEER, OF TAMBLIN ENGINEERING, PLLC, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 2 WITH ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK FOR MODIFICATIONS TO EXISTING SLAB TO ACCOMMODATE PLACEMENT OF 24” DIAMETER FOOTINGS AND SAW CUTTING OF EXISTING SLAB AND REMOVAL OF CONCRETE AT THE BOWLINE POINT PARK PERGOLA & FITNESS EQUIPMENT PROJECT IN THE AMOUNT OF \$6,200.00.

17. APPROVAL OF CHANGE ORDER NO. 3 – ENVIRONMENTAL CONSTRUCTION INC. - BOWLINE PARK PERGOLA & FITNESS EQUIPMENT

BASED UPON THE RECOMMENDATION OF MICHAEL TAMBLIN, PROJECT ENGINEER, OF TAMBLIN ENGINEERING, PLLC, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 3 WITH ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK FOR THE RELOCATION OF 2” OF ELECTRIC SERVICE AT THE BOWLINE POINT PARK PERGOLA & FITNESS EQUIPMENT PROJECT IN THE AMOUNT OF \$12,615.00.

18. AUTHORIZATION TO SETTLE TAX CERTIORARI – TERRACE HUDSON REALTY CORP

RESOLVED, UPON THE RECOMMENDATION OF HARLEY MCNALLY, TOWN ASSESSOR AND WILLIAM M. STEIN, TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SETTLEMENT FOR TERRACE HUDSON REALTY CORP (01/27.61-1-4), TOWN OF HAVERSTRAW FOR TAX YEARS 2021, 2022 AND 2023 BASED UPON THE FOLLOWING AMOUNTS ON THIS LOCATION:
PARCEL 01/27.61-1-4

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2021	1,450,000	1,100,000	350,000	\$0
2022	1,450,000	1,250,000	200,000	\$0
2023	1,450,000	1,450,000	0	\$0

Total: \$0

19. AWARD OF RFQ NO. 6 - 2024-LEASE OF FOURTEEN (14) H2 IN-CAR VIDEO CLOUD BUNDLES (5 YEAR LEASE) FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO PETER MURPHY, CHIEF OF POLICE, FOR THE LEASE OF FOURTEEN (14) H2 IN-CAR VIDEO CLOUD BUNDLES (5 YEARS) FOR POLICE PATROL CARS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 6 - 2024 TO COBAN TECHNOLOGIES, INC. OF MISSOURI CITY, TEXAS, THE SOLE PROVIDER; 5 YEAR LEASE AT A COST OF \$31,430.00 FOR THE FIRST YEAR, AND \$24,780.00 FOR EACH RESPECTIVE YEAR.

20. AWARD OF RFQ NO. 7 - 2024 -UPGRADE TO BASEBALL PRESS BOX ELECTRIC AT THE HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR AN UPGRADE TO THE BASEBALL PRESS BOX ELECTRIC AT THE HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 7 - 2024 TO NYTKO ELECTRIC INC. OF THIELLS, NEW YORK, AT A COST OF \$3,520.00, THE LOWEST QUOTE.

21. AWARD OF CONTRACT TO THE GORMAN GROUP. - PAVER-PLACED SURFACE TREATMENT - VARIOUS TOWN ROADS

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH THE GORMAN GROUP OF ALBANY, NEW YORK FOR PAVER-PLACED SURFACE TREATMENT FOR THE FOLLOWING: LANGSCHUR CT, HILLWOOD CT, CRESCENT RD, MEADOW CT, CARUSO COURT, PARKER ROAD/SHERMAN DRIVE, BALSAM ROAD, MARTINO WAY, BLACKWELL COURT, DUNNIGAN DRIVE, OSSMAN DRIVE, AND NYTCO DRIVE AT A COST NOT TO EXCEED THE AMOUNT OF \$750,000.00 PURSUANT TO THE 2022 NEW YORK STATE OGS LIQUID BITUMINOUS CONTRACT PC # 69536.

22. ESTABLISH CAPITAL PROJECT - 2024 PAVER-PLACED SURFACE TREATMENT PROJECT

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE 2024 PAVER-PLACED SURFACE TREATMENT PROJECT, AS A CAPITAL PROJECT IN THE AMOUNT OF \$750,000.00 OF WHICH \$675,000.00 WILL BE FUNDED FROM THE ARPA FUND AS INTERFUND TRANSFER AND \$75,000.00 WILL BE FUNDED BY THE GENERAL FUND AS AN INTERFUND TRANSFER.

23. AWARD OF RFQ NO. 8 - 2024 -TO PURCHASE ONE (1) STORM DRAIN COVER, ALUMINUM GRATING

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO CONSULTING ENGINEER PATRICK BRADY, P.E. TO PURCHASE ONE (1) STORM DRAIN COVER ALUMINUM GRATING; (2) STRUCTURES AT 6' LONG X 3' WIDE, HINGED TO ALLOW OPENING; 1 ½ " X 3/16 " ALUMINUM IBAR GRATING; MILL FINISH, FOR THE LANDFILL DRAINAGE CULVERT AT THE WEST END OF LANDFILL, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 8 - 2024 TO W.H. KASSNER, INC. OF TOMKINS COVE, NEW YORK, AT A COST OF \$3,375.00, THE LOWEST QUOTE. THE ALUMINUM GRATING WILL BE PURCHASED BY CONTRACTOR VICTOR ZUGIBE, INC. AND THE TOWN WILL REIMBURSE THE CONTRACTOR.



New York State Building Officials Conference
 NYSBOC Rockland County Chapter
 PO Box 155
 Tallman, NY 10982
 Email – Rocklandnysboc@gmail.com



NYSBOC Rockland Seminar 2024 3 Full Days of Classes

Minimum of 21 Hours of NYS In-Service credit hours

The 2023 class offering was 23 hours.

Dates: Tuesday, May 7, 2024, - Thursday, May 9, 2024

Pre-registration is required: Class size is limited. To register complete the information below and return it along with payment via US mail as soon as possible. If an email address is provided, you will receive registration confirmation.

Early Registration Is Advised!

The venue will once again be the Town of Ramapo Recreation Center in Torn Valley, Hilburn Social Distancing will be in effect and seating may be limited.

Safety requirements continue to be fluid and will depend on the conditions at the time. Safety protocols will be established by the NYSBOC Rockland Board of Directors to ensure the maximum possible safety of all attendees and presenters.

Register today to get your seat!

ONLY - Registration and full payment will guarantee you a seat!

✂-----✂-----✂-----✂-----✂-----✂-----✂

Three-Day Seminar Tuesday, May 7, 2024, - Thursday, May 9, 2024

Name	<u>ERICH J DESCH</u>	Title	<u>DEPUTY BUILDING INSPECTOR</u>
Address	<u>1 ROSMAN RD</u>	Phone	<u>845-947-3710</u>
	<u>GARDNERVILLE, NY 10923</u>	Member of NYSBOC	<u>YES</u>
		Chapter	<u>ROCKLAND</u>

<u>Please provide ID Numbers</u> <input checked="" type="checkbox"/>	E-mail	<u>edesch@townofhaberstraw.org</u>
NYSBOS ID # <u>CE1002134</u>	Jurisdiction	<u>TOWN OF HABERSTRAW</u>

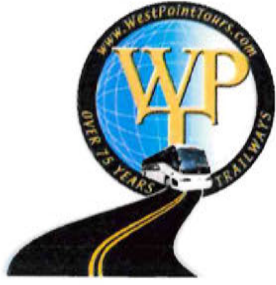
Early Registration Is Advised

Mail registration form with check to:

NYSBOC-Rockland County Chapter
 PO Box 155 - Tallman, NY 10982

**NYSBOC Rockland
 Seminar Pricing**

All 3 Days - \$300.



P.O. Box 125
 Vails Gate, NY 12584
 845-561-2671

Confirmation

(Fax: 845-561-6948)
 westpointtours.com

Town Of Haverstraw
 Town Clerk
 1 Rosman Rd
 Garnerville, NY 10923

Charter # 83913
 Date Printed: Thursday, February 15, 2024
 PO #: Q17010
 Group Name:
 Phone: 845-429-2200 Fax: 845-429-4701
 Salesperson: Mary Rice
 Email: mary@westpointtours.com
 Cust Email: josulli376@aol.com; mcancel@townof

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Knights of Columbus-Haverstraw 56 West Broad Street Haverstraw, NY	9:00am	Thu 03/14/24	1	55 PAX	55
Dropoff	Shore Club 700 NJ-71 Spring Lake, NJ		Thu 03/14/24			55
Pickup	Shore Club 700 NJ-71 Spring Lake, NJ	3:00pm	Thu 03/14/24			55
Dropoff	Knights of Columbus-Haverstraw 56 West Broad Street Haverstraw, NY	5:00pm	Thu 03/14/24			55

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Already Quoted	1.00	1650.00	1650.00	
Total Cost: \$			1,650.00	is due: Apr 13, 2024

Itinerary: Rates exclude driver gratuity

******DEPOSIT IS DUE UPON CONFIRMATION ******

******THIS CHARTER IS NOT CONFIRMED UNTIL WE RECEIVE A DEPOSIT OR FULL PAYMENT ******

****** FULL PAYMENT IS DUE AT LEAST 21 DAYS PRIOR TO THE DEPARTURE DATE******

FOR PAYMENT WE ACCEPT CREDIT CARDS (THERE WILL BE A 3.99% SERVICE FEE) ACH PAYMENT (REQUIRES CHECKING ACCOUNT NUMBER AND ROUTING NUMBER) OR A PHYSICAL CHECK.

THIS RATE DOES NOT INCLUDE THE FOLLOWING, UNLESS SPECIFIED: DRIVERS GRATUITY, PARKING FEE'S, PERMITS & DRIVER'S HOTEL ROOM. THIS RATE IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. ALL CHANGES MUST BE MADE AT LEAST 3 BUSINESS DAYS PRIOR TO TRIP DEPARTURE. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. WITH ANY PAYMENT RECEIVED, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED AGREEMENT AND THE CONFIRMATION. WEST POINT TOURS RESERVES THE RIGHT TO CANCEL TRIP FOR ANY NONPAYMENT.

REQUESTS FOR LIFT EQUIPPED COACHES MUST BE MADE 48 HOURS PRIOR TO DEPARTURE.

***** CANCELLATION POLICY*****

AFTER A TRIP IS CONFIRMED, ANY CANCELLATION WILL BE SUBJECT TO A MINIMUM 10% CANCELLATION FEE. THIS FEE WILL BE BASED ON THE FULL CHARTER PRICE. CANCELLATIONS MADE LESS THAN 60 DAYS PRIOR TO DEPARTURE DATE, WILL BE SUBJECT TO A 20% CANCELLATION FEE, 30 DAYS OR LESS: 30% CANCELLATION FEE, 14 DAYS OR LESS: 50% CANCELLATION FEE, 7 DAYS OR LESS: 100% CANCELLATION FEE. IN THE EVENT THE CHARTER CAN NOT OPERATE DUE TO PRESENT OR FUTURE GOVERNMENTAL LAWS, THE CHARTER SHALL BE RESCHEDULED AT A MUTUALLY CONVENIENT DATE AND TIME WITH NO PENALTY TO THE CUSTOMER. IN THE EVENT THE CUSTOMER CHOOSES NOT TO RESCHEDULE, THE ABOVE CANCELLATION POLICY IS IN EFFECT.

CHARTER RENTAL AGREEMENT

THIS CHARTER RENTAL AGREEMENT (the "Agreement") is effective as of the date set forth on the attached Confirmation Letter (the "Letter") by and between WEST POINT TOURS, INC. ("WPT") and the individual(s) whose name or names are set forth in the Letter (singularly or collectively, the "CUSTOMER").

WHEREAS, WPT offers charter vehicle rental services;

WHEREAS, CUSTOMER desires to rent vehicle(s) from WPT under the terms and conditions in the Letter;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERMS OF CHARTER. With any payment received, either for a deposit or a balance due, CUSTOMER agrees to all of the terms and conditions set forth in this Agreement and the Letter, which are incorporated as part of this Agreement.

2. ASSUMPTION OF RISK. CUSTOMER fully understands, acknowledges and accepts the risks inherent in the use of WPT's chartered rental vehicles, including but not limited to delays or inability to complete a chartered trip because of automobile accidents, traffic, construction, weather, acts of God, fire, strikes, shortages of labor or materials, present or future governmental laws, acts of war or terrorism, or for any other reason beyond the reasonable control of WPT. CUSTOMER voluntarily assumes all risk associated with communicable pathogens. CUSTOMER has made payment freely and voluntarily and intends such payment to express CUSTOMER's agreement to assume these risks and accept the limitation of liability set forth below to the fullest extent permitted by law.

3. LIMITATION OF LIABILITY. In no event will WPT, its directors, officers, agents or employees be liable for consequential, incidental, indirect, punitive or special damages, or for the loss or limitation of the use of the services of third-party service vendors retained by CUSTOMER (including photographers, caterers, entertainers, event venues or like vendors) or for loss profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise. This limitation of liability shall apply even where WPT is advised of the likelihood of such damage, loss or limitation and/or such damage, loss or limitation is the natural and probable consequence of the breach of this Agreement and/or any duty imposed upon or assumed by WPT. In any event, the parties agree that any liability award against WPT shall be no more than the rental price set forth in the Letter.

4. INDEMNITY. CUSTOMER shall indemnify and hold harmless WPT, its directors, officers, agents and employees from and against all liabilities, claims, losses, judgments and expenses, including reasonable attorney's fees regarding or relating to the enforcement of this Agreement.

5. REMEDIES. CUSTOMER shall be liable for the reasonable attorney's fees and costs incurred by WPT in any action regarding or relating to this Agreement, provided the court or tribunal in such action determines WPT is the prevailing party. The exclusive venue of any such action shall be in Orange County, New York. In such an action, each party agrees to waive any right it may have to a jury trial and any argument it might have under the doctrine of forum non conveniens.

6. ENFORCEMENT. No modification of this Agreement shall be valid unless in writing and signed by the parties. This Agreement sets forth the entire agreement and understanding between the parties. This Agreement shall be binding on the parties, their heirs, legal representatives, successors and assigns. This Agreement shall be construed and governed pursuant to and under the laws of the State of New York, without regard to choice of law principles.

7. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

Approved Energy
 6717 4th Ave
 Brooklyn, NY 11220
 1-833-CLN-ENER



COMMERCIAL ELECTRICITY SALES AGREEMENT ENERGY SERVICE COMPANY (ESCO)

Customer: Town of Haverstraw

Billing Address: One Rosman Road
 Garnerville, NY 10923

Tel. No:

Email Address:

Contact:

Channel Partner: RTEC Inc.

Date: 02/16/24

For list of accounts served, see Appendix A

Contract Volume: 424,122 KWh

Contract Term: 24 months starting on the first available meter read on or after March 1, 2024.

Bill Type: Dual Billed

CUSTOMER DISCLOSURE STATEMENT	
Price	Index Price is LBMP + \$0.02467 per kWh. Price excludes gross receipts tax and excludes sales tax. Billing point is the Customer's meter.
How the price is determined	<p>Fixed Price includes the cost of supplying energy, capacity, ancillary services, costs associated with complying with the New York Clean Energy Standard, the cost of providing green power if applicable, and supplier fees. Fixed Price will not change throughout the term of Agreement.* If the billing point is the Customer's zone, usage will be grossed up by the applicable utility-assigned loss factor.</p> <p>Indexed pricing includes all of the above cost components except for the cost of energy. The rate will be calculated as the sum of the fixed cost components and the energy cost at the New York Independent System Operator assigned zone. If the billing point is the Customer's zone, usage will be grossed up by the applicable utility-assigned loss factor.</p> <p>For variable pricing, the price will be calculated each month and will be the cost of supplying energy, capacity, ancillary services, costs associated with complying with the New York Clean Energy Standard, and supplier fees. If the billing point is the Customer's zone, usage will be grossed up by the applicable utility-assigned loss factor.</p> <p>Pricing under this Agreement does not include (i) Utility distribution service and other Utility-related charges, which are separate amounts that Customer must pay to the Utility; or (ii) applicable taxes.</p> <p>*Approved Energy retains the right to modify a fixed rate due to a Regulatory Change or usage variance, as described in the Terms & Conditions sections 5 and 6 respectively.</p>

Regulatory Costs Passed Through to Customer	Approved Energy may pass through to the Customer any additional costs incurred by complying with a change in law or regulation, pursuant to section 5 of the Terms & Conditions of this Agreement.
Agreement Term	The Initial Term of this Agreement will be for 24 month(s) beginning on the date that Customer's Account is successfully enrolled with the Local Distribution Center ("LDC" or the "Utility").
Customer Termination of Agreement	Customer may terminate the Agreement at any time prior to the expiration of the Initial Term or any Renewal Term by contacting (i) Approved Energy and either (y) providing a written notice of termination to Approved Energy II LLC, 6717 4th Ave. Brooklyn, NY 11220 or (z) calling Approved Energy at 1-833-CLN-ENER (833-256-3637) or (ii) the Utility. Customer acknowledges and agrees that if Customer terminates the Agreement prior to expiration of the Initial Term or any Renewal Term, Customer may be charged an early termination fee ("Early Termination Fee"), as described below. Customer further acknowledges and agrees that in the event of a cancellation or termination of this Agreement, it may take 1-2 billing cycles for Customer to return to the LDC for commodity supply service, and Customer is liable for all Approved Energy charges until Customer's transfer to the LDC or another supplier is effective.
Approved Energy Termination Due to Customer Breach or Nonpayment	In the event Approved Energy terminates an Agreement for Fixed Price Service due to Customer's breach or nonpayment, Customer may be charged an Early Termination Fee, as described below. No Early Termination Fee shall apply to Variable Price Service.
Early Termination Fee	As set forth above, Customer may be charged an Early Termination Fee if (1) Customer terminates the Agreement before the expiration of the Initial Term or any Renewal Term; or (2) Approved Energy terminates the Agreement due to Customer's breach or nonpayment. The Early Termination Fee for Fixed Service will be the product of the (i) difference between the fixed price set forth in this Agreement and the fixed price at the date of termination, as calculated by Approved Energy; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes set forth in Appendix A to this Agreement (the "Monthly Contract Quantity"). No Early Termination Fee shall apply to Variable Price Service.
Renewal of Agreement	Upon expiry of the Initial Term, unless otherwise agreed to by the Parties in writing, this Agreement will automatically renew on a month-to-month basis (each such month, a "Renewal Term") under this Agreement's variable price terms and conditions and may be cancelled at any time by either party.
Late Payment Fee and Calculation	Customer agrees to pay each invoice from Approved Energy in full within 15 days of the invoice date ("Payment Terms") or be subject to a late payment charge of one and a half percent (1.5%) per month on any and all outstanding balances.
Tax Exemption Status	If exempt, customer must attach certificate.
Billing	For Single Billed service, the customer will receive a single bill for charges from Approved Energy and the LDC. For Dual Billed service, the customer will receive one bill for charges from Approved Energy and a separate bill for charges from the LDC.
Swing Percentage	100% is included subject to Material Change as described in section 6 of the Terms and Conditions.



Telephone: 1-800-448-0995
 333 West Washington Street
 Syracuse, New York 13202
 Customer-Services-US@smartestenergy.com

**SALES AGREEMENT
 New York**

Customer Name: Town of Haverstraw	
Billing Address: 1 Rosman Road Garnerville, NY 10923 USA	
Contact Name: Mike Gamboli	Phone: (845) 429-2200
Fax:	Email: mgamboli@townofhaverstraw.org
Check Only if Voluntary REC's are requested	<input type="checkbox"/> Voluntary Renewable Energy Product:NA <input checked="" type="checkbox"/> If checked, tax exempt documentation must be attached. Failure to attach will result in Customer being charged tax until a completed form is on file and accepted by the EDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.
Utility/Local Distribution Company: See Attachment A	Utility Account Number(s) and approximate Start Date(s): See Attachment A

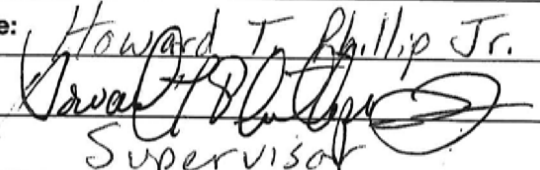
CUSTOMER DISCLOSURE STATEMENT

Price	[Fixed Price of \$0.03852/kWh]																		
Bill Type	Dual Bill																		
How Price is Determined	<p>Fixed Price includes the components as described in the table below. The Fixed Price does not include any applicable taxes (other than the gross-receipts tax, if applicable), which shall be passed-through to the customer. Components listed as "pass through" in the table below shall be billed using market-based prices or estimates thereof.</p> <table border="1"> <thead> <tr> <th>COMPONENT</th> <th>Treatment</th> </tr> </thead> <tbody> <tr> <td>Energy</td> <td>Index Real Time</td> </tr> <tr> <td>Unforced Capacity</td> <td>Fixed</td> </tr> <tr> <td>Ancillary Services</td> <td>Fixed</td> </tr> <tr> <td>Public Policy Transmission Charge</td> <td>Fixed*</td> </tr> <tr> <td>Clean Energy – Mandatory ZECs</td> <td>Fixed*</td> </tr> <tr> <td>Clean Energy – Mandatory RECs (Tier 1)</td> <td>Fixed*</td> </tr> <tr> <td>Future Clean Energy Mandatory Costs (e.g., ORECs)</td> <td>Future Regulatory Change</td> </tr> <tr> <td>Renewable Energy – Energy (Electricity Supply with Voluntary Renewable Energy Certificates - See Paragraph 6)</td> <td>Not Selected</td> </tr> </tbody> </table> <p>Upon mutual agreement, Customer has the ability to blend the current rate with a future rate as part of an Agreement extension throughout the term of this Agreement.</p> <p>Please be aware that SmartestEnergy US LLC reserves the right to pass through costs/credits in accordance with Section 19 – Regulatory or Other Changes. If its costs increase, SmartestEnergy US LLC will have the right to change the prices for components listed in the table above, except for the "Energy" component, beginning 36 months from the execution date of this Agreement.</p>	COMPONENT	Treatment	Energy	Index Real Time	Unforced Capacity	Fixed	Ancillary Services	Fixed	Public Policy Transmission Charge	Fixed*	Clean Energy – Mandatory ZECs	Fixed*	Clean Energy – Mandatory RECs (Tier 1)	Fixed*	Future Clean Energy Mandatory Costs (e.g., ORECs)	Future Regulatory Change	Renewable Energy – Energy (Electricity Supply with Voluntary Renewable Energy Certificates - See Paragraph 6)	Not Selected
COMPONENT	Treatment																		
Energy	Index Real Time																		
Unforced Capacity	Fixed																		
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Clean Energy – Mandatory ZECs	Fixed*																		
Clean Energy – Mandatory RECs (Tier 1)	Fixed*																		
Future Clean Energy Mandatory Costs (e.g., ORECs)	Future Regulatory Change																		
Renewable Energy – Energy (Electricity Supply with Voluntary Renewable Energy Certificates - See Paragraph 6)	Not Selected																		
Start Date	Supply shall start from first meter read date after the Utility processes your enrollment with SmartestEnergy US LLC (the "Start Date"), which is expected to be during the month of March 2024.																		

	An approximate Start Date for each account is listed on Attachment A. SmartestEnergy US LLC shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the Utility.
Term	This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). The Term shall be for a period of 24 months from the Start Date ("Term"). After the end of the Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party as provided in the Renewal section below.
Process Customer May Use to Rescind Agreement Without Penalty	Residential customers may terminate this Agreement within three (3) business days of receipt of this Agreement by contacting SmartestEnergy US LLC.
Amount of Early Termination Fee and Method of Calculation	<p>ETF shall equal the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater.</p> <p>No early termination fee for Variable service. For all other products, the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater.</p> <p>For all residential customers, the termination fee will be no greater than \$100.00 if there is less than 12 months left of the Term and \$200.00 if there is 12 months or more left of the Term. See Section 4 – Term.</p> <p>Agreement is based on the energy consumption used in the prior year. A deviation of 100% or more could result in additional fees for all commercial customers. See section 8 – Material Customer Usage Deviation.</p>
Amount of Late Payment	If SmartestEnergy US LLC manages billing, customer shall pay 1.5% or the highest percentage or amount allowable by law, per month on overdue balances. If the utility manages billing, customer shall be responsible to pay any late fees charged by the utility on overdue balances.
Credit Support	If this Agreement requires Customer to provide a cash deposit, letter of credit, or prepayment, the amounts and due dates of such instrument(s) shall be detailed on Attachment B. If a deposit or prepayment is required, Customer's signature on Attachment B will indicate its authorization for SmartestEnergy US LLC to access the required funds via ACH debit payment. Any cash deposit or prepayment shall also be governed by the terms of Paragraph 23.
Renewal	<p>After the end of the Initial Term, this Agreement will automatically continue at a Variable rate methodology unless and until this Agreement is terminated by either party.</p> <p>Residential Customers only: Not less than 30 days and no more than 60 days prior to the expiration of the Term, SmartestEnergy US LLC will notify Customer in writing and/or by email of the switch to variable rate methodology at which SmartestEnergy US LLC will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If SmartestEnergy US LLC does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 4 – Term.</p>
Guaranteed Savings	There are no guaranteed savings from the Utility rate and your rate may be higher than the Utility rate.

By entering into this Agreement, Customer agrees to the terms above (and those in the attached General Terms and Conditions, in particular, the specific Customer Acknowledgements) and authorizes SmartestEnergy US LLC to act as Customer's agent in dealing

with the Utility. If there is any discrepancy between the terms in this "Customer Disclosure Statement" and the ones in General Terms and Conditions, the terms in "Customer Disclosure Statement" shall prevail.

SmartestEnergy US LLC	CUSTOMER
Printed Name:	Printed Name: Howard T. Phillip Jr.
Signature:	Signature: 
Title:	Title: Supervisor
Date:	Date: 2/16/24
SmartestEnergy US LLC	
Printed Name	
Signature:	
Title:	
Date:	

1. **Agreement to Sell and Purchase Energy.** This is an agreement between SmartestEnergy US LLC ("SEUS," the "Company," "Seller," "we," or "us"), an independent energy services company, and you ("Customer," "you," or "your") under which Customer authorizes SEUS to initiate electricity supply service and begin Customer's enrollment with SEUS (the "Agreement"). Subject to the terms and conditions of this Agreement, SEUS agrees to sell and Customer agrees to purchase and accept all the electricity required to serve Customer's account(s) listed on Attachment A ("Purchase Quantities"). SEUS does not guarantee savings under this Agreement. Customer's local distribution utility(ies) (the "Utility") will continue to deliver the electricity supplied by SEUS and will be available to respond to outages and/or other emergencies. SEUS is not affiliated with and does not represent Customer's Utility.

2. **Information Release Authorization.** Customer authorizes SEUS to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's Utility, which shall include, but not be limited to the following: consumption history; billing determinants; account numbers; credit information; public assistance status; existence of medical emergencies; status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by SEUS 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 SEUS.** SEUS reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to SEUS or by calling SEUS at 1-800-448-0995. SEUS reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization will be retained by SEUS for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by SEUS in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by SEUS in association with its business as a retail energy provider.

3. **Customer Acknowledgements.** CUSTOMER ACKNOWLEDGES THE FOLLOWING: THAT ANY SALES REPRESENTATIVE WITH WHOM CUSTOMER HAS SPOKEN REPRESENTS SEUS, AND IS NOT

FROM THE UTILITY; THAT YOU ARE THE CUSTOMER WHOSE NAME IS ON THE ACCOUNT, THE SPOUSE OF THE ACCOUNT HOLDER, OR OVER 18 AND AUTHORIZED TO MAKE DECISIONS CONCERNING THE ACCOUNT; THAT YOUR UTILITY WILL CONTINUE TO DELIVER YOUR ELECTRICITY AND PROVIDE YOU WITH YOUR ELECTRICITY BILL UNLESS OTHERWISE AGREED TO IN WRITING; THAT YOU HAVE RECEIVED THE ESCO CONSUMERS BILL OF RIGHTS, A COPY OF SEUS'S TERMS AND CONDITIONS, AND THE CUSTOMER DISCLOSURE STATEMENT; AND, IF A NON-RESIDENTIAL CUSTOMER, THAT YOU WERE INFORMED THAT THE UTILITY MAY DISCONNECT YOUR SERVICE AS A RESULT OF ANY FAILURE TO PAY SEUS'S CHARGES.

4. **Term and Termination.**

a. **For all products except Variable.** This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). It will continue for the period set forth in the Customer Disclosure Statement (the "Term") from the first meter read date after the Utility processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the Utility. After the end of the Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party. **Variable Service.** This Agreement will begin on the date the parties executed this Agreement (the "Execution Date") and will continue unless and until this Agreement is terminated by either party. SEUS will begin supplying electricity to Customer on the first meter read date after the Utility processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the Utility.

b. **Termination Fees.** ETF shall equal the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater. There are no early termination fees for **Variable Service** customers. For all other products, the projected amount of electricity to be consumed by customer for the remainder of the Term, multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SEUS can sell such electricity following the termination, or \$500 per account, whichever is greater. For all residential customers, the termination fee will be no greater than \$100.00 if there is less than 12 months left of the Term and \$200.00 if there is 12 months or more left of the Term. SEUS may terminate this agreement early for Customer fails to, i.) pay

invoices timely ii.) provide performance assurance when requested, as provided in Sections 7 and 22, iii.) provide the notifications of behind the meter generation, net metering transactions or a state power allocation as required in Section 9, or iv.) provide credit support (if applicable) when due as specified in Attachment B or Section 23. If either Party terminates this Agreement early, then Customer shall owe an Early Termination Fee.

5. **Price.** The Price for all electricity under this Agreement shall be calculated as described in the Customer Disclosure Statement. For each billing cycle, the Price shall be applied to the Customer's metered usage for such billing cycle (as reported by the Utility).
6. **Renewable Energy Products.** This paragraph applies if Customer has chosen to receive a voluntary renewable energy product, as outlined in the Customer Disclosure Label. This product bundles electricity with Renewable Energy Certificates ("RECs") in an amount designed to match the Customer's usage. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. This product is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org. **Election of this product supports the development of renewable resources, but Customer understands and acknowledges that Customer may not actually be supplied with renewable energy.**
7. **Billing and Payment.** At SEUS's option, Customer may receive a single bill for both commodity and delivery costs from either SEUS or the Utility ("Consolidated Bill"), or the Utility and SEUS may each invoice Customer separately ("Dual Bill"). SEUS will have the right to change the bill type one time during the term of this Agreement. Customer will pay SEUS for electric supply service based on meter readings and consumption information measured by and/or received from Customer's Utility ("Billing Quantity"). For invoices received from SEUS, 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%, or the highest percentage or amount allowable by law, per month. For invoices received from the Utility, Customer will pay each invoice in full as required by Utility's tariff or be subject to a late payment charge as required by Utility's tariff. If Customer fails to pay either any EDC invoice or any SEUS invoice when due, then, in addition to any other remedies that it may have, SEUS may terminate this Agreement upon 15 calendar days' written notice to Customer. **Failure to make full payment of SEUS and Utility charges due on any Consolidated Bill will be grounds for disconnection of utility services in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service.** Customer payments remitted in response to a Consolidated Bill shall be pro-rated (when so required) in accordance with procedures adopted by the PSC. A \$35 fee will be charged for all returned payments. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order, or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.
8. **Customer Usage Deviation and Behind the Meter Generation.** If Customer's metered usage during any billing period exceeds, or falls below, its historic usage during a like billing period by 100% or more, and such variation results in SEUS incurring additional charges, Customer will be responsible for the payment of such additional charges. Customer agrees to inform SEUS of any existing self-generation unit(s), any net metering transactions or any state power allocations associated with the Customer accounts included in this Agreement prior to execution of this Agreement. If Customer fails to provide such notification, SEUS may change the Customer's price or terminate this Agreement. Subsequent to the execution of this Agreement, Customer agrees to promptly provide SEUS with advanced written notice once Customer decides to implement any of the following: (i) changes its use of self-generation unit(s), (ii) installation of additional self-generation unit(s); or (iii) addition or amendment of a net metering transaction or state power allocation. Notwithstanding the foregoing, Customer shall reimburse SEUS for any costs incurred by SEUS as a result of Customer making any of the changes identified in this paragraph or increases in Customer's capacity or transmission tag due to reduced customer generation output during a tag setting period. For the avoidance of doubt, consumption bandwidth thresholds established above shall not apply in a manner that would duplicate Customer's cost reimbursement obligations when calculating costs pursuant to this section.
9. **Delivery Point, Title, and Taxes.** All electricity sold pursuant to this Agreement shall be delivered to a location ("Delivery Point"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by providing appropriate documentation to SEUS. Failure to provide appropriate documentation will result in Customer being charged tax until the completed form is on file and accepted by the EDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.
10. **Emergency Services.** The Utility will continue to respond to emergencies. In the event of an electricity emergency or service interruption, contact your Utility at one of the telephone numbers listed below. You should also contact your local emergency personnel. Central Hudson Gas and Electric: 1-800-527-2714; Consolidated Edison of NY: 1-800-752-6633; National Grid (KED-LI): 1-800-490-0045; National Grid: 1-800-892-2345; NYSEG: 1-800-572-1131; Orange and Rockland: 1-877-434-4100; or Rochester Gas and Electric: 1-800-743-1701; Long Island Power Authority: 800-490-0075 or 631-755-6900.

11. **Termination.** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to the Utility for commodity supply service. Customer remains liable for all SEUS charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used in lieu of the final bill, which will be trued-up when the final meter reading is provided.
12. **SEUS Contact Information.** Customer may contact SEUS by phone at 1-800-448-0995, Monday through Friday between the hours of 9:00 A.M. to 5:00 P.M. EST (such hours subject to change), by email at Customer-Service-US@smartestenergy.com, or by mail to 333 West Washington Street, Syracuse, NY, 13202.
13. **Consumer Protections.** The services provided by SEUS to residential Customers are governed by the terms and conditions of this Agreement and the Home Energy Fair Practices Act (HEFPA). SEUS will provide at least 15 calendar days' notice prior to the cancellation of service to a residential Customer. Customer may obtain additional information by contacting SEUS at 1-800-448-0995, the DPS at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223, or through its website at www.dps.ny.gov.
14. **No Warranties.** Unless otherwise expressly set forth in this Agreement, SEUS provides and Customer receives no warranties, express or implied, statutory, or otherwise and SEUS specifically disclaims any warranty of merchantability or fitness for a particular purpose.
15. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR SEUS WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND SEUS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST SEUS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM SEUS, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND SEUS ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE, CUSTOMER WAIVES ANY AND ALL RIGHTS TO ASSERT THE DISPUTE. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE

PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.

16. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** ANY COMPLAINT, CLAIM, OR DISPUTE BETWEEN SEUS AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF SEUS AND CUSTOMER, BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET. SEQ., AND SHALL BE VENUED EXCLUSIVELY IN THE STATE OF NEW YORK AND THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE SEUS AND CUSTOMER MUTUALLY AGREE. ANY SUCH COMPLAINTS, CLAIMS, OR DISPUTES SHALL PROCEED ONLY IN ARBITRATION AND ONLY ON AN INDIVIDUAL BASIS. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED INTO JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. SEUS AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY.
- BY AGREEING TO BINDING ARBITRATION, SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO SUE OR SEEK RELIEF OR HAVE ANY COMPLAINTS, CLAIMS, OR DISPUTES ADJUDICATED IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM, WHETHER THOSE COMPLAINTS, CLAIMS, OR DISPUTES ARISE OR ARE BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE. SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.**
- NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC SUPPLY SERVICE WITH SEUS PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC SUPPLIERS. HOWEVER, ANY COMPLAINTS, CLAIMS, OR DISPUTES SUBMITTED TO SAID AGENCY REMAIN OTHERWISE SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT TO SUBMIT ALL COMPLAINTS, CLAIMS, OR DISPUTES, WHETHER ARISING OR BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR

OTHERWISE, TO BINDING AND FINAL ARBITRATION; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO SUE OR SEEK RELIEF IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO A JURY TRIAL; AND THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

17. **Force Majeure.** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, severe weather events, curtailment by Customer's Utility, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.
18. **Applicable/Governing Law.** This Agreement is governed by the laws of New York State. This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this agreement or the services to be provided hereunder.
19. **Regulatory or Other Changes.** SEUS and Customer recognize that a change in any law, rule, regulation, or tariff that results in a change in a cost or requirement applicable to SEUS (each, a "Regulatory Change") could materially impact a term or provision of this Agreement including, but not limited to price. Accordingly, SEUS retains the right to modify this Agreement, including Customer's price, because of a Regulatory Change. SEUS shall provide 30 days' prior written notice to Customer of any modification to this Agreement resulting from a Regulatory Change.
For the avoidance of doubt, a change in NYISO's charges for Public Policy Transmission, including but not limited to the NTAC charge, or a change in NYSERDA's charges for Tier 1 and/or Tier 2 RECs, Zero Emissions Credits ("ZECs"), ORECs, and/or any other related CES charge shall be considered a Regulatory Change for purposes of this Section 19 and SEUS shall change the Customer's contract price to reflect the increased or decreased costs. Please note that as a result of COVID-19, there is significant uncertainty in the amount that utilities will charge SmartestEnergy US LLC for billing and purchasing receivables ("POR Charges"). As a result, if your Utility increases or decreases its POR Charges by more than 0.5% during the term of this Agreement, SmartestEnergy US LLC will reset the fixed portion of your rate to reflect such changes. Smartest Energy US LLC will provide you with 30 days notification before any such reset.
20. **Assignment.** You may not assign this Agreement, in whole or in part, or any of your rights or obligations without SEUS's prior written consent. We may, upon 30 days' written notice, transfer, sell, pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds in connection with any financial or billing services agreement and transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of SEUS, or any other approved ESCO or other entity authorized by the DPS without your consent. This Agreement shall be binding on each party's successors and legal assigns.
21. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
22. **Performance Assurance.** If SEUS has reasonable grounds to believe that Customer's creditworthiness or performance under this Agreement has become unsatisfactory, SEUS will provide Customer with written notice requesting performance assurance in an amount determined by SEUS in a commercially reasonable manner. Upon receipt of such notice Customer shall have five (5) business days to remedy the situation by providing such performance assurance to SEUS. In the event that Customer fails to provide such performance assurance, or guaranty or other credit assurance acceptable to SEUS within five (5) business days of receipt of notice, then SEUS may terminate this Agreement.
23. **Cash Deposits or Prepayments.** If a cash deposit or prepayment applies, Customer grants to SEUS all of its' right, title and interest in the cash deposit or prepayment, free of liens or encumbrances. SEUS may, at any time, apply any part of (i) a cash deposit to any past due amounts owed by Customer or (ii) a prepayment to any amounts owed by Customer. If SEUS makes any such application, it shall provide notice to Customer of any shortage and its intent to replenish the account via ACH debit payment. In the event that the ACH debit payment is unsuccessful, Customer shall have five (5) business days to restore such cash deposit or prepayment. SEUS shall return the cash deposit or prepayment once this Agreement has been terminated in accordance with its terms and all amounts owned by Customer have been paid.
24. **Forward Contract.** Customer agrees that this Agreement is a "forward contract" within the meaning of the U.S. Bankruptcy Code, as amended, and that SUES is a "forward contract merchant" within the meaning of the U.S. Bankruptcy Code, as amended.
25. **Entire Agreement.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and SEUS with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement.
- 26.



Attachment A

No. of Service Accounts: 19

#	Utility	Account Number	Service Address	Approximate Start Date	Term	Contract End Date	Annual Volume per kWh
1	O&R	03879430001	1 OVERPASS RD , THIELLS, NY, 10984, US	03/04/2024	24	03/04/2026	10,838
2	O&R	25489510005	1 ROSMAN RD , GARNERVILLE, NY, 10923, US	03/10/2024	24	03/10/2026	172,921
3	O&R	26787360002	, NY, US	03/14/2024	24	03/14/2026	11,421
4	O&R	32558210004	555 BEACH RD PUMP , WEST HAVERSTRAW, NY, 10993, US	03/20/2024	24	03/20/2026	11,420
5	O&R	38654250000	101 W RAMAPO RD OTHR , GARNERVILLE, NY, 10923, US	03/16/2024	24	03/16/2026	135,298
6	O&R	42115930002	0 THIELLSMTIVY RD , THIELLS, NY, 10934, US	03/04/2024	24	03/04/2026	56,356
7	O&R	43727240004	0 BOWLINEPOIN T PARK , HAVERSTRAW, NY, 10927, US	03/22/2024	24	03/22/2026	165,214
8	O&R	45724050005	70 CHAPEL ST , NY, US	03/14/2024	24	03/14/2026	109,927
9	O&R	53196240005	113 THIELLSMTIVY RD TRLR , THIELLS, NY, 10984, US	03/04/2024	24	03/04/2026	9,265
10	O&R	71055650007	, NY, US	03/04/2024	24	03/04/2026	180
11	O&R	71345800008	0 THIELLSMTIVY RD SHOP PRO , HAVERSTRAW, NY, 10927, US	03/04/2024	24	03/04/2026	39,939
12	O&R	72964100001	0 THIELLSMTIVY RD GAR , THIELLS, NY, 10984, US	03/04/2024	24	03/04/2026	123,138
13	O&R	73048130006	0 BEACH RD OTHR SHED , WEST HAVERSTRAW, NY, 10993, US	03/07/2024	24	03/07/2026	4,388
14	O&R	73190730009	1 OVERPASS RD PUMP STAT , THIELLS, NY, 10984, US	03/04/2024	24	03/04/2026	38,118

15	O&R	78562230009	0 ROUTE45 , POMONA, NY, 10970, US	03/01/2024	24	03/01/2026	9,127
16	O&R	78603350006	0 THIELLSMTIVY RD GAR 2 , THIELLS, NY, 10984, US	03/04/2024	24	03/04/2026	19,486
17	O&R	81739530004	0 BOWLINE PARK , HAVERSTRAW, NY, 10927, US	03/22/2024	24	03/22/2026	18,516
18	O&R	88166210000	0 THIELLSMTIVY RD GAR 1 , THIELLS, NY, 10984, US	03/04/2024	24	03/04/2026	71,436
19	O&R	96350110001	0 THIELLSMTIVY RD , THIELLS, NY, 10984, US	03/04/2024	24	03/04/2026	785



Billing and Contact Information
(Completion Required for Dual Bill)

Date: February 16, 2024

Legal Entity Name: Town of Haverstraw

Billing Contact Information

Our company uses a third-party Billing Provider to process our invoices

Billing Company Name: Town of Haverstraw

Billing Contact Name: Mike Gamboli

Billing Contact Phone Number: 8454292200

Billing Street : 1 Rosman Road

Billing City : Garnerville

Billing State : NY

Billing Country : USA

Zip Code : 10923

Billing Contact Email 1(Primary): mgamboli@townofhaverstraw.org

Invoicing Options

SmartestEnergy will send Customer Invoices via email by default. If the customer prefers to receive invoices by mail, please check the appropriate box below, additional fees may apply.

Electronic Invoice Preferred

Paper Invoice Preferred

Electronic and Paper Invoice Preferred

SmartestEnergy will send individual invoices for each service location by default. If you wish to receive a Summary Invoice for all service locations, please select box below.

Summary Invoices

Customer:	Haverstraw Town	Sales Order	
Customer Address:	1 Rosman Rd. Garnerville, NY 10923	Order #:	00007418
Customer County:	Rockland	Sales Order Date:	January 5, 2024
Customer Admin Contact:	Tom Marshall	Effective Date:	Date of customer signature below
Customer Admin Phone:	845-429-2200	New/Add-On:	Add-on Simple
Customer Admin Email:	tm@northmountaindigital.com	Sales Rep:	Shane Ireland

Investment Summary

Software Services - License	\$1,450.00
Support Services	\$380.00
Year 1 Investment:	
	\$1,830.00

Summary Notes

One-time License Fees: 100% will be due upon execution of the contract (Effective Date).

Support Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software Services - License	Amount
IPS License	\$1,450.00
One-Time Fees:	
	\$1,450.00

Support Services	Amount
IPS Maintenance	\$380.00
Annual Fees:	
	\$380.00



Software Services - License Notes

Customer has the rights to use the Software as long as it maintains Support Services in good standing.

Support Services Notes

The initial Support Services Term shall be _____ months commencing 90 days after the Effective Date.

The Support Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Sales Order Notes

Add IPS License (1)



Please return executed Sales Orders via

DocuSign or Email to:

Edmunds GovTech, Inc.

Email: SalesOrders@EdmundsGovTech.com

P: 888.336.6999 | F: 609.645.3111

www.EdmundsGovTech.com

Sales Order #: 00007418

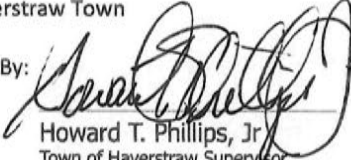
BY THE SIGNATURE BELOW, THE UNDERSIGNED CERTIFIES THAT S/HE IS AUTHORIZED TO OBLIGATE CUSTOMER AND EDMUNDS GOVTECH, AS APPLICABLE, AND ACKNOWLEDGES THAT THE SERVICES DESCRIBED IN THIS SALES ORDER ARE GOVERNED BY THE EXISTING LICENSE AGREEMENT BETWEEN CUSTOMER AND EDMUNDS GOVTECH, AS AMENDED HEREBY, WHICH ARE INCORPORATED BY THIS REFERENCE. IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS SALES ORDER AS OF THE DATE WRITTEN ABOVE.

EDMUNDS GOVTECH, INC.

Haverstraw Town

By: _____
Shane Ireland
Regional Sales Director

Date: _____

By: 
Howard T. Phillips, Jr.
Town of Haverstraw Supervisor

Date: 2/22/24



East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	40178

Name / Address
Town of Haverstraw 1 Rosman Road Garnerville, NY 10923 Attn: Finance

Ship To
Town of Haverstraw Highway 113 Thiells MT IVY ROAD Thiells, NY 10984

This estimate shall be valid for 60 Days. Any verbal changes to the estimate are not binding unless agreed to by all parties in writing.

P.O. No.	FOB	Rep	Created By:
		RC	SRD

Item	Description	Qty	Cost	Total
	ROCKLAND COUNTY CONTRACT #RFB-RC-2023-020			
HHS3200	SIREN AMP W/ HAND-HELD CONTROL	1	344.72	344.72
DP6	6-LIGHT DOMINATOR PLUS LINZ6	1	537.94	537.94
DPA	OPT,ADD 1 AMB LINZ6 DOMINATOR+	6	0.00	0.00
DBKT4	DOMINATOR ANGLE MOUNT BRACKET(L" Angle)	2	15.01	30.02
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	189.01	189.01
SAK66D	SA-315 MT KIT EXPLORER DRVR	1	23.92	23.92

Total	\$1,125.61
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CHANGE ORDER NO.: [Number of Change Order] #2

Owner: Town of Haverstraw	Owner's Project No.: 18136-05
Engineer: Tamblin Engineering	Engineer's Project No.:
Contractor: Environmental Construction Inc	Contractor's Project No.:
Project: Bowline Park Pergola & Fitness Equipment	
Contract Name:	
Date Issued:	Effective Date of Change Order: 11/06/2023

The Contract is modified as follows upon execution of this Change Order:

Description:

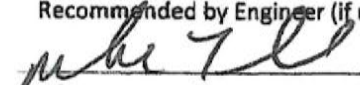
[Description of the change] Modification of existing slab

Attachments:

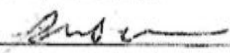
[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 276,910.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 4,275.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 281,185.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ 6,200.00	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 287,385.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: 
 Title: Principal
 Date: 2/23/24

Accepted by Contractor

Susan Oelkers 
 President
 11/30/2023

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

Environmental Construction
21 Holt Dr
Stony Point NY 10980

Additional Work Authorization

CHANGE ORDER #	2	DATE	11-30-23
CUSTOMER NAME	Town of Haverstraw		
STREET			
CITY		STATE/ZIP	
LOCATION	Bowling Park		
DATE	11-16-23		

Original Job Information:

JOB NAME	Bowling Park Pergola Fitness
JOB/CONTRACT #	18136-05

We hereby submit the following specifically described additional work:

Modification of Existing Slab TO
ACCOMMODATE Placement of 24" DIA
Footings.

Saw Cutting of Existing Slab
AND Removal of Concrete

Additional charge for above described work is: \$ 6,200.00 Dollars

with payments to be made as follows:

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor — complete in accordance with these specifications at above stated price.

Respectfully submitted

Acceptance of Additional Work

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Date of Acceptance

Signature

CHANGE ORDER NO.: [Number of Change Order] #3

Owner: Town of Haverstraw
 Engineer: Tamblin Engineering
 Contractor: Environmental Construction Inc
 Project: Bowline Park Pergola & Fitness Equipment
 Contract Name:
 Date Issued: Effective Date of Change Order: 11-16-2023

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change] Relocation of 2" electric service

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 276,910.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 10,475.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 287,385.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ 12,615.00	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 300,000.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>[Signature]</u>	Susan Oelkers <u>[Signature]</u>
Title: <u>Principal</u>	President
Date: <u>2/21/24</u>	11-30-2023
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Environmental Construction
21 Holt Dr
Stony Point NY 10980

Additional Work Authorization

CHANGE ORDER # 3 DATE 11-30-23

CUSTOMER NAME Town of Haverstraw

STREET

CITY STATE/ZIP

LOCATION Bowline Park

DATE 11-16-23

Original Job Information:

JOB NAME Bowling Parola - Fitness Equip
JOB/CONTRACT # 18136-05

We hereby submit the following specifically described additional work:

Relocation of existing 2" electric service
in way of footing's location

Excavation of electric service
Relocate 2" electric service
Backfill electric service
Compact Backfill

Additional charge for above described work is: \$ 12,615.00 Dollars
with payments to be made as follows:

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor — complete in accordance with these specifications at above stated price.

Respectfully submitted _____

Acceptance of Additional Work

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Date of Acceptance _____ Signature _____



ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW

ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923

Phone: 845-942-3717 Fax: 845-429-1226

Harley V. McNally
ASSESSOR

To: William Stein, Town Attorney
From: Harley V. McNally, Town Assessor
Re: Terrace Hudson Realty Corp. (01/27.61-1-4)

Date: February 23, 2024

A proposed Settlement for Terrace Hudson Realty Corp., 01/27.61-1-4, Town of Haverstraw, has been drafted in accordance with my discussion with Sean Cronin of Cronin & Cronin Law Firm, PLLC, for the owners. The estimated Town refund calculation is listed below, which you will see reflects \$0, this due to the petitioner agreeing to waive all town refunds.

Parcel: 01/27.61-1-4

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2021	1,450,000	1,100,000	350,000	\$0
2022	1,450,000	1,250,000	200,000	\$0
2023	1,450,000	1,450,000	0	\$0

Total: \$0



February 15, 2024

Town of Haverstraw Police Department
101 W. Ramapo Rd.
Garnerville, NY 10923

Re: Sole Source Letter for the Town of Haverstraw Police Department

To Whom This May Concern,

This letter is to confirm the Safe Fleet Law Enforcement solution, encompassing both COBAN Technologies and SF Mobile-Vision, is a sole source product designed and manufactured exclusively by Safe Fleet. This includes the FOCUS H2 and Flashback In-Car Video Systems, all associated accessories, software, and spare parts. This complete solution is not available from any other source and all extended warranty services, repairs, and warranty claims are managed solely by Safe Fleet. Any work performed by non-authorized personnel will void all warranties and claims.

As the Police Department transitions to new technology, Safe Fleet is in the exclusive position as a single provider for support and maintenance of both the existing and new In-Car Video solutions. Safe Fleet is the only vendor authorized to provide ongoing support for the existing Flashback In-Car Video Systems while transitioning from the legacy Digital Evidence Viewer software to the same NEXUS Digital Evidence Management Solution utilized by the new FOCUS H2 to provide a turnkey, operational ecosystem.

Safe Fleet affirms that no other company makes a similar or competing product. Safe Fleet maintains all copyright privileges for the FOCUS, Flashback, and NEXUS products.

Please do not hesitate to contact me if you have any questions or concerns.

Regards,

A handwritten signature in blue ink, appearing to read "J. Mark Griffin".

J. Mark Griffin

Vice President – Safe Fleet Law Enforcement Business Unit
SF Mobile-Vision, Inc.
281-925-0488
Mark.Griffin@safefleet.net





Quote: Q-55344
 Contract: Not Applicable
 Date: 1/8/2024, 12:06 PM
 Expires On: 3/16/2024

COBAN Technologies, Inc.
 9411 S. Sam Houston Parkway W. #300
 Missouri City, Texas 77489
 United States

Phone: (281) 925-0488
 Fax: (281) 925-0535
 Email: SFLE-Sales@safefleet.net

Ship To
 Henry Sirakovsky
 Town of Haverstraw Police Department (Haverstraw, NY)
 101 West Ramapo Road
 Garnerville New York 10923
 United States
 8453541500
 hsirakovsky@haverstrawpolice.org

Bill To
 Town of Haverstraw Police Department (Haverstraw, NY)
 101 West Ramapo Road
 Garnerville New York 10923
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Matthew Tani	x	matt.tani@safefleet.net		Net 30

(Minimum 5 year subscription required)

Includes:

- Focus In Car Video System
- Software Right To Use license
- Software Maintenance and Technical Support
- Hardware Warranty and Technical Support

H2 In-Car Video Cloud Bundle (Year 1)

Cloud Storage Service requires an analysis of the Agency usage, retention and FOIA policies during contract negotiations.

1 YEAR RETENTION, 40% RETAINED

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420594	CL-ICV-PKG6	NEXUS CLOUD & ICV SUBSCRIPTION BUNDLE PKG - 1 YEAR RETENTION, 40% RETAINED	USD 1,500.00	14	USD 21,000.00
QL-0420596	FOCUS2-50-CL1	FOCUS H2 IN-CAR SYSTEM PACKAGE 3 w/o BODY CAMERA OR WIRELESS FOR CLOUD BUNDLE	USD 0.00	14	USD 0.00
QL-0420597	MZZ-01	MOUNTING For secure mounting within the vehicle	Included	14	USD 0.00
QL-0420598	SCOPT-27	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC) For wireless upload to Access Point	Included	14	USD 0.00
QL-0420566	SCPKB-DRA-0000	MIC-G5 TRANSMITTER AND RECEIVER PKG Includes: - Receiver / Antenna - Transmitter / Battery / Lapel Mic / Antenna / Charger with AC/DC Adapters and Leather Holster - Audio Cable	USD 695.00	14	USD 9,730.00
QL-0420580	LFEE-050	SHIPPING - IN CAR VIDEO SYSTEMS	USD 50.00	14	USD 700.00
H2 In-Car Video Cloud Bundle (Year 1) TOTAL:					USD 31,430.00

- Adds existing (7) FBHD systems onto the Nexus Cloud Solution
- Note: Flashback 2 Systems are not manageable on the NEXUS Cloud Platform

Existing Systems Cloud Data Only (Year 1) **Includes:**
 - Software Right To Use license
 - Software Maintenance and Technical Support
 - Cloud Storage Service requires an analysis of the Agency usage, retention and FOIA policies during contract negotiations.
1 YEAR RETENTION, 40% RETAINED

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420595	CL-ICV-06	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 1 YEAR RETENTION, 40% RETAINED (Minimum 5 year subscription required) Includes: - Software Right To Use license, - Software Maintenance and Technical Support Cloud Storage Service requires an analysis of the Agency usage, retention, and FOIA policies during contract negotiations. Average video retention NOT to exceed 1yr.	USD 540.00	7	USD 3,780.00
Existing Systems Cloud Data Only (Year 1) TOTAL:					USD 3,780.00

Installation / De-Installation (Year 1)

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420571	LINST-10	ICV (STANDARD) HARDWARE INSTALLATION / Vehicle Minimum 10 Installs	USD 500.00	14	USD 7,000.00
QL-0420572	LINST-15	QUICK IN-CAR HARDWARE DE-INSTALLATION / Vehicle Main components are salvaged. Cables and wiring are disposed.	USD 150.00	14	USD 2,100.00
Installation / De-Installation (Year 1) TOTAL:					USD 9,100.00

Wireless Access Points w/ Installation (Year 1)

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0423420	AP-AC-OUT	OUTDOOR AP KIT - 802.11AC - Antenna - POE injector - POE converter AP mounted to antenna, also supports 802.11n	USD 575.00	2	USD 1,150.00
QL-0423421	LSRV-08	ACCESS POINT INSTALLATION	USD 1,800.00	1	USD 1,800.00
Wireless Access Points w/ Installation (Year 1) TOTAL:					USD 2,950.00

Professional Services (Year 1)

- One-Time Initial Fee

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420573	LSET-17	BACKOFFICE SETUP PACKAGE A Includes: • 2 Days remote and on-site project deployment • Back office configuration and setup • Admin and User Training Project Deployment, Single Platform On-site / Remote Project Implementation	USD 3,150.00	1	USD 3,150.00
Professional Services (Year 1) TOTAL:					USD 3,150.00

For Reference Only - Recurring Annual Subscription - YEAR 2

• *Items listed below are for reference only, and not included in quote total*

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420600	CL-ICV-06-RY2	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 1 YEAR RETENTION, 40% RETAINED - YEAR 2	USD 540.00	7	USD 3,780.00
QL-0420601	CL-ICV-PKG6-RY2	NEXUS CLOUD & ICV SUBSCRIPTION BUNDLE PKG - 1 YEAR RETENTION, 40% RETAINED - YEAR 2	USD 1,500.00	14	USD 21,000.00
For Reference Only - Recurring Annual Subscription - YEAR 2 TOTAL:					USD 24,780.00

For Reference Only - Recurring Annual Subscription - YEAR 3

• *Items listed below are for reference only, and not included in quote total*

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420602	CL-ICV-06-RY3	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 1 YEAR RETENTION, 40% RETAINED - YEAR 3	USD 540.00	7	USD 3,780.00
QL-0420603	CL-ICV-PKG6-RY3	NEXUS CLOUD & ICV SUBSCRIPTION BUNDLE PKG - 1 YEAR RETENTION, 40% RETAINED - YEAR 3	USD 1,500.00	14	USD 21,000.00
For Reference Only - Recurring Annual Subscription - YEAR 3 TOTAL:					USD 24,780.00

For Reference Only - Recurring Annual Subscription - YEAR 4

• *Items listed below are for reference only, and not included in quote total*

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420604	CL-ICV-06-RY4	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 1 YEAR RETENTION, 40% RETAINED - YEAR 4	USD 540.00	7	USD 3,780.00
QL-0420605	CL-ICV-PKG6-RY4	NEXUS CLOUD & ICV SUBSCRIPTION BUNDLE PKG - 1 YEAR RETENTION, 40% RETAINED - YEAR 4	USD 1,500.00	14	USD 21,000.00
For Reference Only - Recurring Annual Subscription - YEAR 4 TOTAL:					USD 24,780.00

For Reference Only - Recurring Annual Subscription - YEAR 5

• *Items listed below are for reference only, and not included in quote total*

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420606	CL-ICV-06-RY5	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 1 YEAR RETENTION, 40% RETAINED - YEAR 5	USD 540.00	7	USD 3,780.00
QL-0420607	CL-ICV-PKG6-RY5	NEXUS CLOUD & ICV SUBSCRIPTION BUNDLE PKG - 1 YEAR RETENTION, 40% RETAINED - YEAR 5	USD 1,500.00	14	USD 21,000.00
For Reference Only - Recurring Annual Subscription - YEAR 5 TOTAL:					USD 24,780.00

Optional- ALPR Integration with H2

• *Items listed below are for reference only, and not included in the quote total*
 • *Annual License Renewal Required*
 • *Additional discounts on the services listed below may be available should the Agency move forward with the ALPR integration on the initial purchase*

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0420637	CL-COG-01	LIC,Cognition,ALPR Add-On,License	USD 1,188.00	14	USD 16,632.00
QL-0420639	FOCUS-15-06-C-02	FOCUS In-Car Video Camera Unit,6mm,CPL,IMX290	USD 395.00	14	USD 5,530.00
QL-0420640	FOCUS-05-03-C	CBL, Front Camera Extension Cable 6m,Brown	USD 75.00	14	USD 1,050.00
QL-0420641	FOCUS-05-18	KIT,Ford 2020+,Dual Camera,FF+ALPR	USD 40.00	14	USD 560.00
QL-0420638	LSRV-08	PROFESSIONAL SERVICES / HR.	USD 175.00	28	USD 4,900.00
Optional- ALPR Integration with H2 TOTAL:					USD 28,672.00

TOTAL: USD 50,410.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the "Quote") (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) ("Additional Terms"), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

Sole Warranties. The warranties applicable to the products, services, and other matters set forth herein are available at [https:// www.safefleet.net/product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Invoicing and Purchase Orders. This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer's issuance of any such Purchase

Order, or failure to issue same, shall not affect in any manner Safe Fleet's ability to invoice Customer (or Safe Fleet's right to payment of such invoice) as provided herein.

Agency Responsibilities. Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer's, and all Customer End Users', configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User's access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer's account or Customer Data, or that account information may have been lost or stolen.

Customer Data After Termination – Applicable to Software Services Only. Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

Post-Termination Assistance – Applicable to Software Services Only. Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet's data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient's email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer's sharing of Customer Data with an inappropriate third party or Customer's inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Safe Fleet Nexus Customer Subscription Agreement Additional Terms and Conditions

1. Term. This subscription is a five-year commitment by Customer, as follows: The Initial Term of this Agreement shall begin on the Effective Date (as defined below) and, unless renewed or earlier terminated as provided in this Agreement, shall expire on the fifth anniversary of the Service Start Date (as defined below). "Effective Date" shall mean the earliest to occur of the following: (a) the date on which this Quote becomes fully executed by both Parties, (b) the effective date of the Accompanying Agreement (if any), (c) Safe Fleet's acceptance of a Customer Purchase Order for any of the Software Services set forth in this Quote, or (d) the Service Start Date (as defined below). "Service Start Date" means the date Safe Fleet first makes available to Customer any of the Software Services set forth in this Quote. The Parties may renew this Agreement for additional years upon execution of a new quote or other written renewal executed by both Parties. New devices and services may require additional quotes and be subject to additional terms. Safe Fleet will not authorize, and will have no obligation to provide, any Services prior to the Effective Date.

2. Storage. Customer may store unlimited Customer Data in Customer's cloud instance of the Software Services, provided that such Customer Data originates from a Safe Fleet in-car video system, Automated License Plate Reader (ALPR) solution, Safe Fleet body-worn camera, Safe Fleet Interview Room, or any other Safe Fleet authorized video/audio capture device (any of the foregoing, a "Safe Fleet Device"); and further provided that:

- (a) if this Quote sets forth per-GB (or other unit of storage) pricing for storage, then Safe Fleet may invoice Customer at such rate for all storage used;
- (b) if this Quote sets forth flat-fee pricing for storage, then Customer acknowledges and agrees that Safe Fleet's ability to offer, and continue to offer during the Term, such pricing is conditioned on Customer transparently providing accurate and up-to-date information about Customer's document retention policies and abiding by such policies during the Term; and, without limiting the foregoing:
 - (i) Customer will provide Safe Fleet a copy of its then-current document retention policy prior to signing this Agreement (the "Initial Policy"), which copy shall be complete, accurate, and up-to-date;
 - (ii) Customer will provide Safe Fleet a copy of any revised, updated, or otherwise modified version of its document retention policy (any of the foregoing, a "Revised Policy") within 30 days of the effective date of such Revised Policy;
 - (iii) Customer will comply with each policy described in clauses 2(b)(i) and 2(b)(ii) at all times same is in effect during the Term;
 - (iv) If this Quote sets forth any storage cap or assumption, then Customer will not exceed same at any time during the Term;
 - (v) Customer will pay all Adjusted Fees (as defined below) within 30 days of receipt of invoice;
 - (vi) Customer will, within 10 business days of Safe Fleet's request, provide all information and records reasonably requested by Safe Fleet from time to time during the Term in order to assess Customer's compliance with any of the foregoing in clauses 2(b)(i) through 2(b)(v) inclusive;

(vii) Safe Fleet may, in its sole discretion, adjust the Fees payable in connection with this Agreement (and immediately invoice Customer for the difference between the Fees stated in this Quote and such increased Fees)--in an amount mutually agreed by the Parties, or, if the Parties do not mutually agree on such an amount within 30 days of Safe Fleet's initial proposal to increase fees, then at the rate set forth above in this Quote (or, if no such rate is stated, at Safe Fleet's then-current rate)--if (x) Customer breaches any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, or (y) Safe Fleet in good faith determines that any Revised Policy may increase Customer data usage assumed by Safe Fleet based on the Initial Policy (any Fees adjusted as provided in this paragraph, the "Adjusted Fees"); and

(viii) Safe Fleet may suspend any or all Software Services (including, for clarity, Customer's access thereto) if Safe Fleet in good faith determines that Customer has likely breached, or is likely to breach, any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, until such time as Safe Fleet in good faith determines that Customer has remedied same, and, for clarity, Safe Fleet will have no liability for failing to provide Software Services during such time; and

(ix) Safe Fleet may terminate this Agreement, in whole or in part, upon no less than five business days' prior written (email being sufficient) notice if Customer breaches any of the foregoing in clauses 4(b)(i) through 4(b)(vi) inclusive.

(c) Safe Fleet may, in all cases, invoice Customer at the rate set forth above in this Quote (or, if no such rate is stated, Safe Fleet's then-current rate) for storage of any Customer Data that (i) did not originate from a Safe Fleet Device, or (ii) results from any full-shift recording policy or practice. Full-shift recording is not supported and is not included in the pricing offered herein; and

(d) Safe Fleet may place any or all Customer Data that Customer has not viewed or accessed for six months into archival storage; Customer Data in archival storage may not be immediately available to Customer and may take up to 24 hours to access.

3. Applicable Terms and Conditions. In addition to the Ts&Cs (currently available at www.safefleet.net/v-and-t-general-terms) and Warranty Documentation (currently available at www.safefleet.net/product-and-service-warranties) referenced elsewhere in this Quote, this Quote is subject to and governed by, and hereby incorporates as if fully set forth herein, the following:

(a) for all orders subject to these Additional Terms and Conditions, the Safe Fleet Law Enforcement Division Service Level, Support, and Maintenance Agreement (currently available at www.safefleet.net/support-and-maintenance-terms); and (b) to the extent this Quote sets forth any preventative maintenance services, the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions (currently available at www.safefleet.net/pmprogram-additional-terms). In addition, the Parties may by mutual written agreement enter into one or more Statements of Work hereunder setting forth further detail regarding Services to be provided pursuant to this Agreement; all such Statements of Work (if any) shall be subject to the terms and conditions set forth in this Agreement. By signing this Quote (or, if this Quote is unsigned, the Accompanying Agreement), you represent that you are lawfully able to enter into contracts and have legal authority to bind the entity (including but not limited to company, municipality, or government agency) you represent.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Town of Haverstraw Police Department (Haverstraw, NY)

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Dated:

Title:

Dated:

Purchase Order



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: February 27th, 2024

Re: RFQ – Upgrading Baseball Press Box Electric

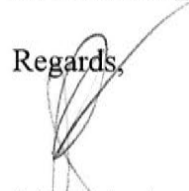
I have obtained Request for Quotes (RFQ), to upgrade electric in Baseball Press Box at the Town of Haverstraw Recreation Complex. Please be advised that Nytko Electric Inc had the lowest quote for the amount of \$3,520.00

Quotes – Upgrading Baseball Press Box Electric:

1. Nytko Electric Inc.-\$3,520.00
2. De Leonardis Electric- \$5,125.00
3. Fanshawe Inc. Rockland Electric -\$6,700.00

Please inform me of your decision.

Regards,



John Frizalone
Director of Parks

NYTKO ELECTRIC INC
845 947 3326

Proposal

PROPOSAL NO. _____
SHEET NO. _____
DATE 4/24/2023 To

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME
Town of Havenstraw Ny
ADDRESS
PHONE NO.

ADDRESS
2024
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1 EXSTING CKT changed to 277 Volt 20AMP
1 TRANSFORMER TO Provide 120/240 VOLTS 30AMP
Voltage may vary due to Voltage drop on EXSTING wiring

TRANSFORMER MUST BE ORDERED UNKNOWN Delivery date

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

3520.00 Dollars (\$) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted *WN*

Per _____

Note — this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date _____ Signature _____
Signature _____



January 29, 2024

Mr. Bart Gordon,
Town of Haverstraw Highway Department

Dear Mr. Gordon:

Thank you for the opportunity to quote you for your 2024 Road Program. The following list includes our estimated pricing for **Paver-Placed Surface Treatment**

Road Names	Length(ft)	Width(ft)	SQYD	Tons	\$/Ton	Price
Langschur Ct	800	30	2,667	147	\$228.50	\$33,517.52
Hillwood Ct	500	30	1,667	92	\$228.50	\$20,950.02
Crescent Rd	450	30	1,500	83	\$228.50	\$18,851.25
Meadow Ct	500	30	1,667	92	\$228.50	\$20,950.02
Caruso Ct	450	30	1,500	83	\$228.50	\$18,851.25
Parker Rd/Sherman Dr	1,800	30	6,000	330	\$228.50	\$75,405.00
Balsam Rd	400	30	1,333	73	\$228.50	\$16,752.48
Martino Way	950	44	4,644	255	\$228.50	\$58,363.47
Blackwell Ct	450	30	1,500	83	\$228.50	\$18,851.25
Dunnigan Dr	4,150	30	13,833	761	\$228.50	\$173,846.23
Ossman Dr	2,250	30	7,500	413	\$228.50	\$94,256.25
Nytco Dr	1,500	30	5,000	275	\$228.50	\$62,837.50
Total			48,811	2,685	\$228.50	\$613,432.24

*Pricing subject to escalation/de-escalation based on 2022 **NYS OGS Liquid Bituminous Contract PC#69536** (January \$616)

Additional: (Saratoga County 21-PWPA-30R2)

Micro-Milling- \$15,000 per day

Advance Crew- \$7,500 per day

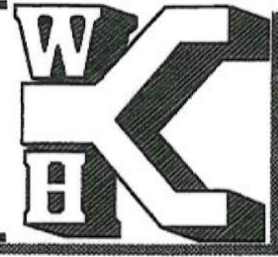
The Town of Haverstraw will provide iron and laborer to install. Gorman can assist but town employee will be responsible for the selection and installation, town will provide sweeping and water for milling.

Gorman will supply traffic control and trucking.

If you should have any questions, please do not hesitate to contact me at (845) 629-4815. We look forward to working with you to make your 2024 program a success.

W.H. KASSNER, INC.

PO BOX 114
TOMKINS COVE, NY 10986
(845) 786-5515
(845) 786-2317 FAX



Proposal

2/12/2024

Reference: JR-2898

Joint Regional Sewerage Board

301 Beach Rd

West Haverstraw, NY 10993

Attn: Ralph

Re: Outlet Structure Trash Rack

Furnish Only:

Alumium Grating; (2) structures at 6' long x 3' wide, Hinged to allow opening; 1 1/2"x 3/16" Aluminum Ibar grating; Mill Finish

Cost..... **\$ 3,375.00 Plus tax**

- Or -

Triangular Prism fabricated from 1/2" Steel Round bar @ 8" O.C. openings; Welded Construction, 2"x2"x1/4" Angle Base, 2'x2' door built in; Hot Dip Galvanized

Cost..... **\$ 5,650.00 Plus tax**

- No demolition
- No engineering
- No stamped drawings
- All steel to receive our standard prime paint
- All aluminum 6061

PAYMENT TO BE MADE AS FOLLOWS:

NET 30 DAYS . . . ABOVE PRICES NET TO YOU, PLUS STATE AND LOCAL TAXES, UNLESS OTHERWISE STATED. NAMING ADDITIONAL INSURED ON CERTIFICATES WILL INCUR SUPPLEMENTARY CHARGES. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Dirk Kassner
W. H. KASSNER, INC.
dirkkassner@whkassner.com