

**HAVERSTRAW TOWN BOARD
APRIL 28, 2026**

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 THE TOWN BOARD MEETING OF APRIL 14, 2026.

4. PAYMENT OF BILLS

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

5. ACCEPTANCE OF REPORTS

NONE.

6. NOMINATE CHRISTOPHER BADENCHINI - POLICE OFFICER FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR. THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY NOMINATE CHRISTOPHER BADENCHINI OF WEST HAVERSTRAW, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE IMMEDIATELY, AND BE IT FURTHER

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

7. NOMINATE WOLF JOSEPH - POLICE OFFICER (FRENCH/CREOLE SPEAKING) FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR. THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY NOMINATE WOLF JOSEPH OF WEST HAVERSTRAW, NEW YORK TO THE POSITION OF POLICE OFFICER (FRENCH/CREOLE SPEAKING), FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE IMMEDIATELY, AND BE IT FURTHER

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

8. NOMINATE RYAN LUTZ - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR. THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY NOMINATE RYAN LUTZ OF HAVERSTRAW, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME, FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AS A RESULT OF A RESIGNATION/REINSTATEMENT, AND BE IT FURTHER

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

9. **AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SWANK MOTION PICTURES, INC.**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SWANK MOTION PICTURES, INC. OF ST LOUIS, MISSOURI TO PROVIDE MOVIE SITE LICENSING AND COPYRIGHT COVERAGE FOR SHOWING OF FILMS FOR THE TOWN OF HAVERSTRAW AT A TOTAL COST OF \$1,090.00 FOR TWO (2) MOVIES.

10. **AWARD OF RFP NO. 6 - 2026 – CERTIFICATE COVERS**

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

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 6-2026 TO GRAPHIC MANAGEMENT PRINTERS OF PORT CHESTER, NEW YORK FOR 500 CERTIFICATE COVERS, ONE COLOR SILVER WITH TOWN EMBLEM ON FRONT COVER, AT A PRICE OF \$2,985.00, THE SOLE BIDDER.

11. **AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH AAA COOLERATION SERVICE, INC.**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH AAA COOLERATION SERVICE, INC. OF GARNERVILLE, NEW YORK TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES TO THE HEAT-A/C SYSTEMS AT THE HIGHWAY DEPARTMENT ON A QUARTERLY BASIS, AT AN ANNUAL COST OF \$2,595.00.

12. **ACCEPTANCE OF AUDIT REPORT- TOWN OF HAVERSTRAW JUSTICE COURT**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE AUDIT REPORT FOR THE TOWN OF HAVERSTRAW JUSTICE COURT FROM BERARD & ASSOCIATES CPA'S P.C. OF SUFFERN, NEW YORK FOR THE YEAR ENDING DECEMBER 31, 2025.

13. **AGREEMENT WITH CONNECT AUTO AND THE TOWN OF HAVERSTRAW**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF CONNECT AUTO OF AIRMONT, NEW YORK FOR VEHICLE UPFITTING FOR TOWN OF HAVERSTRAW POLICE DEPARTMENT VAN THROUGH ROCKLAND COUNTY CONTRACT NUMBER RFB-RC-2024-113-B AT A COST OF \$7,593.98.

14. **SOFTWARE LICENSE AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND GAR ASSOCIATES LLC**

RESOLVED, BASED UPON THE RECOMMENDATION OF TOWN ASSESSOR HARLEY V. MCNALLY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A SOFTWARE LICENSE AGREEMENT WITH GAR ASSOCIATES LLC OF WILLIAMSVILLE, NEW YORK TO PROVIDE A FOUR- YEAR TERM SUBSCRIPTION TO PROS VALSHIELD FOR THE TOWN ASSESSOR'S OFFICE STARTING MAY 1, 2026 THROUGH MAY 1, 2030 AT A COST OF \$5,500, PLUS A ONE-TIME INITIAL SET-UP IMPLEMENTATION AND DEPLOYMENT FEE OF \$2,000.00 (COMMENCEMENT), \$5,500 FOR THE FIRST YEAR, \$6,500 FOR THE SECOND YEAR, AND \$7,500.00 FOR THE THIRD YEAR.

15. ADVERTISE BIDS - BID NO. 7-2026 – REPLACEMENT OF TOWN HALL FRONT DOORS

RESOLVED, THAT THE TOWN CLERK BE AND SHE IS HEREBY AUTHORIZED TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK UP TO AND INCLUDING 12:00 P.M. ON WEDNESDAY, MAY 20, 2026 FOR THE REPLACEMENT OF TOWN HALL FRONT DOORS. 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 OF NON-COLLUSION WITH THEIR BIDS.

16. AWARD OF RFQ NO. 14 - 2026 – PURCHASE OF SODIUM HYPOCHLORITE - 12.5 - 15% (CHLORINE) TO BE USED AT BOWLINE POINT PARK

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO DIRECTOR OF PARKS JOHN FRIZALONE FOR SODIUM HYPOCHLORITE 12.5 - 15% (CHLORINE) TO BE USED AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 14-2026 TO SLACK CHEMICAL COMPANY, INC. OF CARTHAGE, NEW YORK AT A COST OF \$2.99 PER GALLON DELIVERED, THE LOWEST QUOTE.

17. SURPLUS VEHICLE – TOWN OF HAVERSTRAW BUILDING DEPARTMENT

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF JOHN BART GORDON, SUPERINTENDENT OF HIGHWAYS, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE FOLLOWING VEHICLES FROM THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT TO BE CLASSIFIED AS SURPLUS FOR RESALE:

- 2013 FORD EXPLORER VIN# 1FM5K8AR9DGC07121
- 2015 FORD EXPLORER VIN# 1FM5K8AR2FGC09098

18. SURPLUS VEHICLES – PARKS DEPARTMENT

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE FOLLOWING VEHICLES FROM THE PARKS DEPARTMENT TO BE CLASSIFIED AS SURPLUS FOR RESALE:

PARKS DEPARTMENT

- 2008 CHEVY IMPALA VIN# 2G1WB58K081300427
- 2015 FORD EXPLORER VIN# 1FM5K8AR7FGC09100
- 2008 DODGE RAM VIN# 3D6WH46A28G179766

19. SURPLUS VEHICLE – TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF JOHN BART GORDON, SUPERINTENDENT OF HIGHWAYS, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE FOLLOWING VEHICLE FROM THE TOWN OF HAVERSTRAW POLICE DEPARTMENT TO BE CLASSIFIED AS SURPLUS FOR RESALE:

- 2017 FORD EXPLORER VIN# 1FM5K8AR8HGC25129

**20. SURPLUS VEHICLE AND EQUIPMENT – TOWN OF HAVERSTRAW
HIGHWAY DEPARTMENT**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF JOHN BART GORDON, SUPERINTENDENT OF HIGHWAYS, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE FOLLOWING ITEMS FROM THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT TO BE CLASSIFIED AS SURPLUS FOR RESALE:

- **2014 FORD PICK UP VIN# 1FTFX1EF9EKG07681**
- **MISCELLANEOUS SMALL EQUIPMENT (COMPRESSOR, TRAFFIC LIGHTS AND MOWER DECK)**

21. AWARD OF RFP NO. 7 - 2026 – TEE SHIRTS FOR THE TOWN OF HAVERSTRAW DAY CAMP

RESOLVED, THAT TWO (2) REQUEST FOR PROPOSALS WERE SUBMITTED TO PHILIP REICHERTER, DAY CAMP DIRECTOR FOR CAMPER/STAFF TEE SHIRTS FOR THE 2026 TOWN OF HAVERSTRAW DAY CAMP SEASON, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFP NO. 7 -2026 TO PROPOINT IMPRINTS & PROMOTIONS, LTD. OF NEW CITY, NEW YORK, THE LOWEST PROPOSAL, AT THE FOLLOWING PRICES:

- | | |
|-----------------------------------|---------------------|
| • JERZEES 50/50 TEE SHIRT | \$5.00/SHIRT |
| • DRI-POWER UNISEX T-SHIRT | \$5.00/SHIRT |
| • SPOTSHIELD SPORT SHIRT | \$9.75/SHIRT |

22. SCHEDULE PUBLIC HEARING – ADOPTION OF LOCAL LAW NO. 2– 2026

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 2 – 2026, A LOCAL LAW REGULATING THE OPERATION OF ELECTRIC SCOOTERS AND ELECTRIC-ASSIST BICYCLES WITHIN THE TOWN OF HAVERSTRAW. SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, MAY 12, 2026 AT 7:10 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER

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

SANITATION COMMISSION MEETING – APRIL 28, 2026
AGENDA

1. **ROLL CALL**
COMMISSIONER ISIDRO CANCEL
COMMISSIONER VINCENT GAMBOLI
COMMISSIONER RALPH KIRSCHKE
COMMISSIONER JOHNNY ORTIZ
CHAIRMAN HOWARD PHILLIPS
2. **APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR STERLING CARTING, INC.**

RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR STERLING CARTING, INC. OF SLOATSBURG, NEW YORK TO EXPIRE ON APRIL 30, 2027.

SWANK
MOTION PICTURES, INC.
 10795 Watson Road • St Louis, MO 63127
 Phone: 800-876-5445 • Fax: 314-966-3472

ORIGINAL INVOICE

Order Number: BO 2756258
 Order Date: 04/20/26

Bill-To Customer: 0398245-001

Ship-To Customer: 0398245-001

Howard Phillips
 Parks Department
 Town of Haverstraw
 1 Rosman Rd
 Garnerville, NY 10923
 United States

Howard Phillips
 Parks Department
 Town of Haverstraw
 1 Rosman Rd
 Garnerville, NY 10923
 United States

Order: 2756258

Terms: DUE UPON RECEIPT

--Line--

#	Typ	Qty	Bill Date	Product Description	Unit Price	Total Price
1	RT	1	08/12/26	THE SUPER MARIO GALAXY MOVIE Widescreen DVD -----UNCONFIRMED----- Show Dates: 08/14/26 to 08/14/26	565.00	565.00
2	RT	1	08/26/26	CARS Widescreen DVD Show Dates: 08/28/26 to 08/28/26	525.00	525.00

For further information, please contact
 Meghan Edwards
 at 1-800-876-5577

 * PAYMENT DUE before BILL DATE *
 * For Credit Card Payments, please call 800-876-5445. *

Item Subtotal: 1,090.00

BALANCE DUE: \$1,090.00

Please remit payment to: 2844 Paysphere Circle, Chicago, Illinois 60674

AAA COOLERATION SERVICE, INC.

15 Bridge Street Garnerville, NY 10923 845-947-2113 fax- 845-947-5310

COMMERCIAL / MUNICIPAL
ANNUAL HEAT – A/C
PREVENTATIVE MAINTENANCE AGREEMENT

DATE 1/3/2026

Proposal submitted to **Town of Haverstraw Highway Department**
Address: **Thiells Mt. Ivy Road, Thiells, NY 10984**
Telephone: **845-429-9126 fax: 429-2835**
Jobsite: **One (1) office, locker room, bathroom, central heat and air conditioning system only**

Perform preventative maintenance service and inspection on building, Heat-A/C systems(s) four (4) times per year (Quarterly). In addition, we will change the air filters monthly.

Checkpoints for Heat and Air Conditioning Service Natural gas /Electric

- * Check overall operations of Heat-A/C system
- * Check pilot main burner for clean operations
- * Check all valves and safety controls where applicable
- * Lubricate all drives
- * Check belts if applicable
- * Check for abnormal operations of controls/wiring
- * Includes monthly filter change
- * Clean combustion area if applicable
- * Lubricate pumps and check zone controls if applicable
- * Inspect heat exchanger for abnormal wear
- * Check thermostat
- * Check compressor operations
- * Clean dirty air-cooled condensers as needed
- * Check and lubricate condenser fan motors as needed
- * Check refrigerant charge and add up to 2lbs of
- * Refrigerant 410A annually if needed

This service will be rendered approximately every three months between the hours of 9:00 am to 4:00 PM, Monday through Friday.

This does not include parts and or additional labor (maintenance) for repairs or alterations of any kind. Upon completion of inspection, AAA Cooleration will advise or recommend further major repairs (if any) to the authorized business contact, which will be at an additional charge

The cost of this service will be \$2,595.00, completed and signed tax-exempt form, FOR A TOTAL OF \$2,595.00 paid annually.

The effective date of this agreement shall be in effect from January 1st 2026 through December 31st 2026

Respectfully submitted by: Todd J. Carlevaro Sr.
Todd J. Carlevaro Sr.
AAA Representative

Accepted by: _____ Signature _____ Date: _____
Business Agent / Owner

“Licensed to Chill”



130 Route 59 Unit C
Airmont, NY 10901

Phone: (845)244-0099

Email: office@connectautony.com

Quote

Date	Quote #
4/17/2026	4380

Name / Address
Haverstraw Police Department 101 W Ramapo Rd. Garnerville, NY 10923

Terms	Project
Due on receipt	Ford Transit

Item	Description	Qty	Rate	Total
I2D	Whelen ION DUO Linear LED Lighthead Universal Mount Red/White	2	96.61	193.22
	Racklan County Contract Pricing # RFB-RC-2024-113-B			
BSFW52X-D	WHELEN I-E FST WCX S/D 12-LT TRANSIT R/W DUO	1	1,020.54	1,020.54
TMS0D	Whelen Mini T-Series Surface Mount, DUO Color, Red/White	2	74.10	148.20
TSS0D	Whelen T-Series Surface Mount, DUO Color, Red/White	4	93.33	373.32
C399	Whelen Cencom Core WCX Control Center	1	661.76	661.76
CCTL7	WHELEN WeCanX 21 BUTTON/SLIDE CTRL HD	1	221.84	221.84
SA315	Whelen SA315 100 Watt Speaker, Black Plastic	2	217.62	435.24
CEM16	Whelen CenCom Core Expansion Module 16 Output 4 Input WeCanX™ Expansion Module	1	136.95	136.95
SAK-1	Whelen SAK-1 Bracket	2	24.86	49.72
PSJ02FCR	WHELEN STRIP-LITE+ DUO FLASHR RED/BLU	2	102.24	204.48
PSBKT90	WHELEN STRIP-LITE+ 90 DEG MT KIT	2	15.01	30.02
TSS0JC	Whelen T-Series Surface Mount, TRIO Color, Red/Blue/White	2	103.65	207.30
C399SP	WHELEN SCANport KIT FOR C399	1	88.64	88.64
CV2V	Whelen WeCanX™ Vehicle To Vehicle Sync Module	1	174.00	174.00
Installation Fee			3,475.00	3,475.00
Shop Fee	A 5% shop fee is applied to help cover the cost of in-shop consumables and materials required for emergency lighting, siren, and accessory installations. This includes wiring, connectors, mounting hardware, and other supplies used during service.		5.00%	173.75
			Total	\$7,593.98



ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW

ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923

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

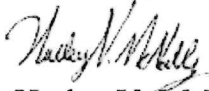
HARLEY V. McNALLY
ASSESSOR

TO: Supervisor Howard Phillips
CC: Members of the Town of Haverstraw Town Board
FROM: Harley V. McNally, Assessor
SUBJECT: ValShield Product Overview

ValShield will provide my staff with the capability to create and rely on sales comparable grids. These grids can be created efficiently and used during small claims proceedings, cutting down on time and encouraging transparency and consistency. Our office typically receives 100-200 small claims per year, but recently with the help new software (A.I) our office has experienced an influx in the amount of small claims making *ValShield* an invaluable asset to our workflow. *ValShield* requires a \$5,500 annual fee and a \$2,000 initial implementation fee. Attached, please find the Software License Agreement, and the first order form.

Thank you in advance for your consideration.

Sincerely,


Harley V. McNally

ATTACHMENT A

Software Solutions Order Form

Contact: Harley McNally County/Municipality: Town of Haverstraw
 Email: assessor@townofhaverstraw.org Phone: (845) 942-3717
 Billing Contact: Harley McNally
 Billing Email: assessor@townofhaverstraw.org Billing Phone: (845) 942-3717
 Billing Address: 1 Rosman Rd, Haverstraw, NY 10923

Invoice will be delivered to Billing Contact within 10 days of receipt of completed order form and signed license agreement. Invoices are due upon receipt. Interest may be charged for invoices not paid within 30 days.

License Period: 5/1/2026 to 5/1/2030

Applications

Application	Select	Annual Fee
PROS Site	☐	
PROS PowerAppeal	☐	
PROS ValShield	☒	\$5,500
PROS PropNexus	☐	
PROS AVA (Assessment Virtual Assistant)	☐	
One time initial set-up fee, implementation & deployment fee	☒	\$2,000
Total (2026)		\$7,500*

* Entry level discount applied to Total (2026)

Included in the annual license fee is customer support Monday – Friday 8:30 am – 5:00 pm except holidays. If after hours support is needed an additional fee may apply.

Customization and enhancements beyond the application will require additional charges. A proposal for these services will be provided upon request. Prior authorization from the client will be required before any additional work is performed.

Customer Support: help-pros@gar-associates.com 1-800-836-0382 ext. 3201



Software License Agreement

This Software License Agreement (the “Agreement”), dated as of 5-1, 2020 (the “Effective Date”), by and between GAR ASSOCIATES LLC, a New York limited liability company, having a principal place of business at 5500 Main Street Suite 348, Williamsville, New York 14221 (“Licensor”) and the Town of Haverstraw, a municipal entity within the State of New York, with offices at 1 Rosman Rd, Haverstraw, NY 10923 (“Licensee”).

BY UTILIZING THE SERVICES (DEFINED BELOW), LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN LICENSOR AND LICENSEE AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO LICENSEE HEREUNDER. IF LICENSEE IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY LICENSEE TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THIS AGREEMENT, LICENSEE MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR SERVICES.

Licensor, upon written consent from Licensee, may modify this Agreement from time to time and will post the most up-to-date version on its website.

1. DEFINITIONS.

1.1. Affiliates means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Licensee’s Affiliates may use the license granted hereunder.

1.2. Agreement means this Software License Agreement, now as may be hereafter amended, and any applicable addendums including the Product Addendum. Licensor and Licensee that the services to be provided under this Agreement.

1.3. Anonymized Data shall mean data, information or material which (a) does not relate to a person who is identified or capable of being identified or (b) is de-identified in such a way that the person or persons to whom the data relates is not or no longer identifiable. An example of Anonymized Data is pooled, summarized and/or de-identified demographic, descriptive and/or assessment/sales data.

1.4. Client(s) means Licensee and any affiliate of Licensee.

1.5. Devices means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Services are used and/or on which the Software is installed.

1.6. Documentation means the official user documentation prepared and provided

by Licensor to Licensee on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos or related media, or feedback do not constitute Documentation.

1.7 Order Form means the Licensor's order page, product information dashboard, or other Licensor ordering document that specifies Licensee's purchase of the Services, pricing, and other related information, attached hereto as Attachment A.

1.8.Product Addendum(a) means additional terms and conditions as may be hereafter agreed upon in writing per Section 14.3 that relate to the applicable Services, Software, or Documentation.

1.9. Services means the products and software services, including any data and/or application programming interface that accesses functionality, as set forth in the Order Form and this Agreement.

1.10. Software means the object code versions of any downloadable software provided by Licensor solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by Licensor pursuant to this Agreement.

1.11. Support means the standard maintenance or support provided by Licensor or its designated agents as set forth in this Agreement, if applicable to Licensee.

1.12. User means an individual or entity authorized by Licensee to use the Services, Software, and Documentation, for whom Licensee has purchased a subscription or to whom Licensee has supplied a user identification and password. User(s) may only include Licensee's employees, consultants, and contractors; if applicable, Licensee's Clients; and members of the public to the extent of access to publicly-available features of the Services, Software, and Documentation through or via links from Licensee's website, including where such access is redirected to a Licensor-hosted platform.

1.13. Licensee's Data or Data means data, files, or information, including data, files, or information that include information accessed, used, communicated, stored, or submitted by Licensee or Licensee's Users related to Licensee or Licensee's User's use of the Services or Software, together with non-public personally-identifying information regarding Licensee and its employees which is entitled to privacy protections of applicable law. Licensee's Data does not include data available to the public or Anonymized Data.

2. PROVISION OF SERVICES.

2.1 Customization/Implementation Services for Valshield. Licensor shall customize the Software as follows: (a) to configure initial tenant settings and reference data; (b) to allow Licensee ability to load a batch of recent sales into the system; and (c) to allow for the Software to interface with the GAR PROS application in order to identify a subject property for valuation. Terms and conditions related to customization, setup and implementation requirements for the Software are set forth in Attachment D, which is attached hereto and incorporated herein by reference.

The customization and implementation Services shall be performed by Licensor; provided, however, that Licensee shall be responsible for providing timely access to specified Licensee's Data in a format that is compatible with the Software, as reasonably directed by Licensor, and prompt access to Licensee's systems and programs, as reasonably directed by Licensor. Licensee shall perform its responsibilities hereunder in a timely manner so as to maintain the timeline for the Services and Software to go live. In the event that Licensee does not timely complete its responsibilities hereunder, then Licensor may claim an extension of time for any of its succeeding responsibilities, equal to the period of time that the Licensee's response was delayed.

Licensee agrees to complete the integration in collaboration with Licensor, to provide Licensor with timely access to a non-production environment in order for Licensor's designated personnel (which may be employees or contractors of Licensor) to complete any required development, configuration and/or testing tasks that are reasonable and/or necessary to the integration process, and to provide such information or assistance as reasonably required by Licensor, and/or its contractors in connection with the implementation of the Services and/or Software, or as otherwise needed to make the Services and Software function successfully functional for Users. Licensee shall be responsible for its internal or third-party costs related to the implementation. To the extent necessary, Licensee shall obtain the cooperation of any of its contractors and/or vendor(s) to work with Licensor and/or its contractors and to provide them with such access and information as is reasonably required for the integration of the Services or Software.

Licensor will not be required to provide any hardware or Devices in connection with the Software or Services. The Parties understand and agree that the Software may be made available for use on certain phones, laptops, desktops, tablets or other Devices that are already owned or utilized by Licensee and/or the Users (the "User Devices"). Licensor will not be responsible for any expenses related to the User Devices. Licensor and Licensee shall mutually agree on a process through which Licensee and Users will download and install software that is necessary to allow the Software platform to function on the User Devices.

2.2 Services License. Upon payment of fees and subject to continuous compliance with this Agreement, Licensor hereby grants Licensee a limited, nonexclusive, non-transferable license, revocable as provided for herein, to access, use, and install (if applicable) the Services, Software, and Documentation for use on Licensee's Users' devices, for Licensee's business use in accordance with the Documentation and Product Addenda, during the Term (defined below). Licensee may provide, make available to, or permit Licensee's Users to use or access the Services, the Software, or Documentation, in whole or in part; provided, however, that Licensee shall ensure that Licensee's Users do not use or distribute the Services or Software, except as expressly allowed by this Agreement. Licensee agrees that Licensor may deliver the Services or Software to Licensee with the assistance of its Affiliates, subsidiaries, licensors, and/or service providers. During the Term, Licensor may update or modify the Services or Software or provide alternative Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. Licensor's updates or modifications to the Services or Software or provisions of alternative Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term.

2.3 Upgrading/Downgrading Account Type. If applicable to Licensee's license, Licensee may, at any time, upgrade or downgrade the account type. The change will take effect immediately. After an upgrade, Licensee may be billed immediately for the additional fees due under

the upgraded account type for the remaining time of the applicable Term. The amount due and owing for the upgraded account type will be reduced by the amount Licensee has already paid for the applicable Term. After the Initial Term, Licensee may downgrade, within the parameters communicated to Licensee by Licensor, upon thirty (30) days prior written notice to Licensor. Any modification in the amount due to Licensor will take effect after the thirty (30) day notice period, unless otherwise agreed upon by Licensor. In regard to a downgraded account type, Licensee may be billed the fees due for the downgraded account type at the commencement of the Renewal Term. Downgrading Licensee's license may cause loss of content, features, or capacity as available to Licensee under Licensee's previous license, and Licensor does not accept any liability for such loss.

3. LICENSE RESTRICTIONS; OBLIGATIONS.

31 License Restrictions. Licensee may not (i) provide, make available to, or permit individuals other than Licensee's Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Licensee's Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation except as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of Licensor; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by Licensor; (vii) license the Services, Software, or Documentation (a) if Licensee (or any of Licensee's Users) are a direct competitor of Licensor; (b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software or (c) for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("Viruses"); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; or (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

32 Licensee's Obligations. Licensee acknowledges, agrees, and warrants that: (i) Licensee will be responsible for Licensee and Licensee Users' activity and compliance with this Agreement, and if Licensee becomes aware of any violation, Licensee will immediately terminate the offending party's access to the Services, Software, and Documentation and notify Licensor; (ii) Licensee and Licensee's Users shall comply with all applicable local, state, federal, and international laws; (iii) Licensee shall establish a sufficient internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) Licensee will install the latest version of the Software on Devices accessing or using the Services; (v) Licensee is legally able to process Licensee's Data and has the right to access and use Licensee's infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) Licensee will keep its registration information, billing information, passwords and technical data

accurate, complete, secure and current for as long as Licensee subscribes to the Services, Software and Documentation.

4. PROPRIETARY RIGHTS.

41 Ownership of Licensor Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by Licensor to Licensee, Licensee acknowledges and agrees that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to Licensor or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives Licensee no rights to such content, including use of the same. Licensor is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by Licensee or Licensee's Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by Licensor.

42 Ownership of Licensee's Data. Licensee and Licensee's Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Licensee's Data. Licensor's right to access and use Licensee's Data are limited to uses that are reasonably necessary for Licensor to perform its obligations hereunder, including the performance of the Services or Software. No other rights with respect to Licensee's Data are implied.

5. TERM; TERMINATION.

5.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and shall continue until the end of the last day of the month that is twelve (12) months from the Effective Date, to wit, May 1st, 2026 (the "Initial Term"). After the Initial Term, and upon mutual written agreement of both parties, this Agreement may be extended for up to two (2) additional one-year periods (each, a "Renewal Term", and collectively with the Initial Term, the "Term") at the subscription rates set forth in Section 6 and the Order Form.

5.2 Licensee's Termination Rights. Licensee may terminate the Agreement by providing Licensor with thirty (30) days' prior written notice of Licensee's intention to terminate the Agreement. The thirty (30) day termination period will commence on the first day of the full calendar month after receipt of the termination notice. During the Initial Term, fees charged during the thirty (30) day notification period will be pro-rated.

5.3 Licensor Suspension or Termination Rights. Licensor may suspend or terminate this Agreement upon thirty (30) days' prior written notice or immediately if Licensee infringes or misappropriates Licensor's intellectual property; Licensee breaches this Agreement or Order Form,

ATTACHMENT B INSURANCE

All insurance required by Section 11 herein shall be obtained at the sole cost and expense of the Licensor, including deductibles and self-insured retentions, and shall be in full force and effect on the Agreement commencement date and for the duration of the Agreement. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements of Licensor:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2 Coverage provided for NYS domiciled employees require Form C 105.2 for Workers Compensation.

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used. Coverage provided for NYS domiciled employees requires Form DB 120.1 for NYS DBL.

c. Commercial General Liability: ACORD 25 including copy of Additional Insured Endorsement

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
-
- Insurance to be primary and non-contributory.

d. Automobile Liability:

- \$1,000,000. Each Accident (Hired/Non-Owned Auto Liability)
- Town of Haverstraw to be scheduled as an Additional Insured.

e. Umbrella Liability:

- \$1,000,000 Each Accident
- \$1,000,000 Policy Aggregate

f. Professional Liability:

- \$1,000,000 Per Claim
- \$1,000,000 Policy Aggregate

ATTACHMENT D
CUSTOMIZATION/IMPLEMENTATION

Customization/Implementation Requirements for Licensor:

- Provision of required cloud resources for storage and security.
- Data imports and configuration required for new tenants, including data for values of various property attribute fields.
- Initial import of Sales data.
- Provision of user accounts and access to both Test and Production versions of the Valshield application.
- Provision of end user training.

Customization/Implementation Requirements for Licensee:

- Timely approval of Licensor-provided specifications.
- Work with Licensor to set up a local PROS upload utility for access to subject and sales property data between Valshield and the PROS API.
- Provide escalation pathway for technical issues which arise during implementation and integration processes.
- Participate in regularly scheduled meetings, application reviews, and technical training/onboarding activities for administrators and super users prior to go-live.
- Comply with security requirements and measures reasonably established by Licensor from time to time, to safeguard sensitive information stored and processed within the Software, and to prevent threats to the Software.

including failure to pay fees when due; or pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency.

5.4 Effect of Termination. Termination shall result in a revocation of any licenses granted hereunder, but shall not relieve Licensee of the obligation to pay any fees or other amounts accrued or payable to Licensor through the end of the current Term. Licensee shall not receive a credit or refund for any fees or payments made prior to termination. Without prejudice to any other rights, upon termination, Licensee must cease all use of the Services, Software, and Documentation and destroy or return (upon request by Licensor) all copies of the Services, Software, and Documentation. Unless in accordance with our internal policies, contractual, legal, or other obligation, Licensee acknowledges and agrees that Licensor has the right to delete Licensee's Data, including any and all copies thereof. Licensee's Data, once deleted, will not be able to be recovered. Sections 1, 3, 4, 5.4, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

6. FEES AND PAYMENT.

6.1 Fees and Payment. All orders placed will be considered final upon acceptance by Licensor. Fees will be due and payable as set forth on the designated Order Form in the form attached hereto as Attachment A and summarized as follows for the Initial Term and any of the two Renewal Terms that may be exercised:

Application Selected	Annual Fees 5/1/2026 thru 5/1/2027 *Commencement	Annual Fees 5/1/2027 thru 5/1/2028 *Initial Term Year 1	Annual Fees 5/1/2028 thru 5/1/2029 *Initial Term Year 2	Annual Fees 5/1/2029 thru 5/1/2030 *Initial Term Year 3
PROS ValShield	\$5,500	\$5,500	\$6,500	\$7,500
One-time Initial set-up Implementation and Deployment	\$2,000	----	---	---
TOTAL:	\$7,500	\$5,500	\$6,500	\$7,500

2026 Payment Schedule:

May 1, 2026: \$2,500

July 1, 2026: \$5,000

Total 2026 : \$7,500

2027, 2028 and 2029 License fees in full due 1/1/2027, 1/1/2028 and 1/1/2029

6.2 If Licensee fails to pay, Licensor shall be entitled, in its sole discretion, to: (i) suspend provision of the Services until Licensee fulfills its pending obligations; (ii) charge Licensee an interest rate designated by Licensor at the time of invoice; and/or (iii) terminate this Agreement. If applicable, if Licensee exceeds the license capacity designated in the Order Form, in addition to Licensor's other remedies, Licensee will be charged additional fees, which will be reflected in Licensee's invoice. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Fees are non-refundable.

7. DATA; PROTECTION OF DATA

7.1 Licensee Data. Licensor and its Affiliates may remove Licensee's Data or any other data, information, or content of data or files used, stored, processed or otherwise by Licensee or Licensee's Users that Licensor, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party. Licensee agrees that Licensee and Licensee's Users are responsible for maintaining and protecting backups of Licensee's Data directly or indirectly processed using the Services and Software and that Licensor is not responsible for exportation of, the failure to store, the loss, or the corruption of Licensee's Data.

Licensee agrees that Licensor and its Affiliates will process configuration, performance, usage, and consumption data about Licensee and Licensee's Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve Licensor products and services and Licensee and Licensee's Users' experience with Licensor and its Affiliates pursuant to the Licensor's Privacy Notice.

7.2 Protection of Licensee's Data. Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Data. Licensee is responsible for ensuring that the security of the Services is appropriate for its intended use and the storage, hosting, or processing of Licensee's Data.

8. CONFIDENTIAL INFORMATION.

As used in this Agreement, Confidential Information means any nonpublic, non-Anonymized Data, information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Confidential Information includes Licensee's Data, and Licensor Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential

Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, to the extent it (i) is (or through no fault of the recipient, has become) generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iii) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (iv) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section 8 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

9. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF LICENSEE'S DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO LICENSEE UNDER THIS AGREEMENT. LICENSOR DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD PARTY PRODUCTS AND SERVICES WITH WHICH LICENSEE MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS AND SERVICES.

10. INDEMNIFICATION.

10.1 Licensor Indemnification. Licensor will indemnify, defend, and hold Licensee harmless from any third party claim brought against Licensee that the Services, as provided by Licensor, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Services by Licensee is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration by Licensee of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by Licensor. Licensor's indemnification obligations are contingent upon Licensee: (i) promptly notifying Licensor in writing of the claim; (ii) granting

Licensor sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing Licensor with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states Licensor's entire liability (and shall be Licensee's sole and exclusive remedy) with respect to indemnification to Licensee.

102 Licensee Indemnification. Licensee agrees to indemnify, defend, and hold harmless Licensor and its Affiliates, and its directors, employees, and agents from and against any claims arising out of or due to: (i) Licensee's Data; (ii) Licensee (or Licensee's User's) breach of this Agreement; (iii) Licensee (or Licensee's User's) use of the Services, Software, or Documentation in violation of third party rights, including any intellectual property or privacy rights, or any applicable laws; or (iv) Licensee (or Licensee's User's) misuse of the Services, Software, or Documentation. Licensee's indemnification obligations are contingent upon Licensor: (i) promptly notifying Licensee in writing of the claim; (ii) granting Licensee sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing Licensee with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states Licensee's entire liability (and shall be Licensor's sole and exclusive remedy) with respect to indemnification to Licensor.

11. INSURANCE.

11.1 Licensor shall maintain in full force and effect insurance coverages set forth on Attachment B as required by the Licensee in its RFP at Attachment C, and Licensor shall provide Licensee certificates of insurance and statements of policy declarations demonstrating such with the Licensee prior to performing this Agreement or receiving any payment thereunder. The General Liability, Excess Umbrella Liability and Workmen's Compensation insurance shall name Town of Haverstraw as additional insureds. Such insurance shall provide for notice to the Licensee at least thirty (30 days prior to any termination or any amendment.

12. THIRD-PARTY PROGRAMS.

Licensee may receive access to third-party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to Licensee's use of the third-party programs. Nothing in this Agreement limits Licensee or Licensee's Users' rights under, or grants Licensee or Licensee's User rights that supersede, the terms of any such third-party program.

13. SUPPORT.

If applicable to Licensee, Licensor shall, during the Term (including any BetaLicense period), provide Licensee with Support in accordance with the applicable support terms and conditions. Such Support shall be available during business hours (8:00AM to 5:00PM Monday through Friday) and such Support shall include support via telephone and email and utilization of software engineers to remedy any outstanding issues Licensee has with the Services or Software. Licensor may apply additional charges for Support provided after business hours. Licensee agrees to: (i) promptly contact Licensor with all problems with the Services or Software; and (ii) cooperate with and provide Licensor with all relevant information and implement any corrective procedures that Licensor or its affiliates, contractors or engineers requires to provide Support. Licensor will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services; (ii) use of the Software or Services not in accordance with the Agreement or

Documentation; or (iii) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

14. GENERAL.

14.1 Notices. All notices provided to Licensor must be in writing and shall be mailed by registered or certified mail or via commercial express courier with tracking, to 5500 Main Street Suite 348, Williamsville, New York 14221 (with evidence of effective transmission). All notices provided to Licensee must be in writing and shall be mailed by registered or certified mail or via commercial express courier with tracking, to 1 Rosman Rd, Haverstraw, NY 10923 (with evidence of effective transmission).

14.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other Licensor terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by Licensee, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

14.3 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by Licensor or Licensee except in writing signed by authorized representatives of each party.

14.4 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

14.5 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

14.6 Force Majeure. Licensor will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; pandemics, blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

14.7 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

14.8 Governing Law. This Agreement shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Licensee hereby consents to jurisdiction of the state and federal courts of New York any initial disputes shall be conducted in

Albany County, New York.

14.9 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

14.10 U.S. Government Use. Licensor's Services, Software and Documentation were developed exclusively at private expense and are a "commercial item" as defined in Federal Acquisition Regulation ("FAR") 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Services, Software, Documentation, and related items consist of "commercial computer software," "commercial computer software documentation", and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Services, Software, and Documentation are restricted by this Agreement and in accordance with Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202 and FAR Section 12.212, and the Services, Software, and Documentation are licensed (i) only as commercial items; and (ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights under this Agreement or any other contract under which the Services, Software, or Documentation is acquired or licensed.

14.11 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.12 Assignment. Licensor may assign this Agreement without consent from Licensee to any affiliate, subsidiary or related company of Licensor. Licensee may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses) to any third party without Licensor's prior written consent.

15. PRODUCT ADDENDA.

15.1 Backup Services Disclaimer.

IN ADDITION TO THE OTHER TERMS AND CONDITIONS HEREIN, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT LICENSEE'S DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) LICENSEE UTILIZES THE SERVICES IN EXCESS OF THE AMOUNT LICENSEE ORDERED; (2) A COPY OF LICENSEE'S DATA WAS NOT COMPLETED; (3) LICENSEE ATTEMPTS TO BACK UP DEVICES, FILES, FOLDERS, OR DRIVES NOT SUPPORTED BY THE SERVICES AS SET FORTH IN THE DOCUMENTATION; (4) LICENSEE DESELECTS OR DELETES A DEVICE, FILE, FOLDER, OR DRIVE FROM ITS ACCOUNT, FROM LICENSEE'S DEVICE, OR FROM BEING BACKED UP BY THE SERVERS; (5) LICENSEE MODIFIES ITS OPERATING SYSTEM IN A MANNER THAT BREAKS COMPATIBILITY OR INHIBITS THE FUNCTIONALITY OF THE SERVICES OR SOFTWARE; OR (6) LICENSEE'S COMPUTER IS UNABLE TO ACCESS THE INTERNET OR LICENSOR'S INFRASTRUCTURE.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
_____ day of _____, 20____.

NOTE: Licensee, _____, will be listed as an additional insured for all ongoing and completed operations.

GAR ASSOCIATES LLC

BY: _____

Name: David Barnett
Title: CEO/Member

[NAME]

BY: _____

Name:
Title:



TOWN OF HAVERSTRAW

John Frizalone
Director of Parks

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
Ralph W. Kirschkel
JOHNNY ORTIZ
Councilmen

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone

Date: April 24th 2026

Re: **RFQ - Sodium Hypochlorite – 12.5-15% (Chlorine)**

Gentlemen,

I have obtained a Request for Quote (RFQ), for Sodium Hypochlorite – 12.5-15% (Chlorine), at Bowline Point Park. Please be advised that Slack Chemical Company Inc, had the lowest quote, for the amount of \$2,990.00 per 1,000 gallons. We are estimated to use an approximate 10,000 gallons this Pool Season.

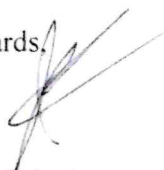
Quotes – RFQ - Sodium Hypochlorite – 12.5-15% (Chlorine)

- 1) Slack Chemical Co. - \$2.99 per gallon delivered
- 2) Main Pool & Chemical Co. - \$3.30 per gallon delivered
- 3) Wechsler Pool Supply Co.- \$3.65 per gallon delivered

If you have any questions, or require additional information, please feel free to contact me.

Please inform me of your decision.

Regards,


John Frizalone



Slack Chemical Company, Inc.

April 6, 2026

DANNY SANTANA
TOWN OF HAVERSTRAW POOL
1 ROSMAN ROAD
GARNERVILLE, NY 10923
EMAIL: dsantana@townofhaverstraw.org

Dear DANNY,

Thank you for the opportunity to quote your chemical requirements. Listed below, please see the prices quoted by Slack Chemical for your consideration.

<u>PRODUCT</u>	<u>PACKAGING</u>	<u>DELIVERED PRICE</u>
Muriatic Acid 32%	55 Gallon Drum Drum Deposit (4 Drums/Pallet)	\$2.89/Gallon \$65.00/ea.
Sodium Hypochlorite 15%	Bulk per Gallon	\$2.74/Gallon

Slack Chemical delivers in your area on Monday/Thursday.

A five-day lead-time is required on all orders until further notice. Delivery Charge is \$100.00 LTL (Less Than Truckload) or a \$175.00 TL (Full Truckload). A \$150.00 per hour Demurrage Charge will be applied after two hours where applicable. Minimum order for delivery is \$500.00 (product only). In the event of a refused order, a refusal fee may be applied. Pallet deposits will be \$20.00 each. **Orders received after 12:00pm (Noon) will be processed on the next business day. All Slack empties need to be wrapped and ready when driver arrives.**

Due to current market volatility, the above pricing is subject to change without notice. Please confirm pricing at the time of order. We continue to maintain ample stock levels to meet current demand. Thank you for your continued business and support.

Please feel free to call me on my cell at (315) 778-7209 or in the office at (315) 493-0430 if you have any questions.

Sincerely,

Travis Rumble
Sales Representative
TR/mo
75

\$2,990/1000 GAL



MEMO

To: Howard T. Phillips, Town Supervisor
Town Board Members

From: Bart Gordon

Date: April 24, 2026

Re: **Surplus of Building, Parks, Police, Highway vehicles& equipment**

Gentlemen, with your approval the Town of Haverstraw Highway Department would like to surplus, all vehicles and equipment listed below. The vehicles and equipment listed below, are no longer in working condition, and/or feasible to keep.

Building -

1. 2013 Ford Explorer VIN# 1FM5K8AR9DGC07121
2. 2015 Ford Explorer VIN# 1FM5K8AR2FGC09098

Parks-

3. 2008 Chevy Impala VIN# 2G1WB58K081300427
4. 2015 Ford Explorer VIN# 1FM5K8AR7FGC09100
5. 2008 Dodge Ram VIN# 3D6WH46A28G179766

Police-

6. 2017 Ford Explorer VIN# 1FM5K8AR8HGC25129- Copy of certificate of Origin

Highway-

7. 2014 Ford Pick UP VIN# 1FTFX1EF9EKG07681
8. Miscellaneous Small Equipment (Compressor, Traffic Lights and Mower deck)

If you have any questions, or require additional information, please feel free to contact me.
Thank you,

J. Bart Gordon
Superintendent of Highways


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PO		Terms		Created	4/16/2026	Payment Due	
Ref	TOH Summer Camp 26	Ship Via	PICKUP	Ship Date		Deadline	6/15/2026
BILL TO				SHIP TO		Sales Rep	Ralph Tana

Town of Haverstraw - Day Camp
Michael Gamboli
One Rosman Road
Gamerville NY 10923

Phone: 845-429-2200 Ext E-mail: mgamboli@townofhaverstraw.org

ID / Color / Description	Size	Qty.	S	M	L	XL	2 XL	3 XL	4 XL	Ordered	Each	Line Total
29M Forest Green Jerzees DRI-POWER® ACTIVE T-Shirt		70	60							130 ✓	5.00	650.00 SP
29B FOREST GREEN Jerzees Youth DRI-POWER® ACTIVE T-Shirt				80	70					150 ✓	5.00	750.00 SP
29M ISLAND YELLOW Jerzees DRI-POWER® ACTIVE T-Shirt		50	55	60	15					180 ✓	5.00	900.00 SP
437 OXFORD Jerzees SpotShield Jersey Polo		4	10	10	2					26 ✓	9.75	253.50 SP

Screen Print Screen Print
Front 1 Back 1

Total Units	486
Screens	
Press Setup	
Shipping	
Art	
Rush	
Discount	
Film	
Total	2,553.50
Tax	
Total With Tax	2,553.50
Deposit	
Balance	

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TOWN OF HAVERSTRAW

LOCAL LAW NO. 2 OF 2026

A LOCAL LAW REGULATING THE OPERATION OF ELECTRIC SCOOTERS AND ELECTRIC-ASSIST BICYCLES WITHIN THE TOWN OF HAVERSTRAW

BE IT ENACTED by the Town Board of the Town of Haverstraw, County of Rockland, State of New York, as follows:

§ 1. Legislative Intent.

The Town Board of the Town of Haverstraw hereby finds and determines that the operation of electric scooters and electric-assist bicycles presents potential safety concerns to pedestrians, motorists, and the general public. The purpose of this Local Law is to promote public safety by establishing reasonable regulations governing the operation, use, and sale of such devices within the Town of Haverstraw.

§ 2. Definitions.

As used in this Local Law, the following terms shall have the meanings indicated:

BICYCLE WITH ELECTRIC ASSIST

As defined in New York State Vehicle and Traffic Law § 102-c.

A. Class One Bicycle with Electric Assist – A bicycle equipped with an electric motor that provides assistance only when the operator is pedaling and ceases assistance at 20 miles per hour.

B. Class Two Bicycle with Electric Assist – A bicycle equipped with an electric motor that may be used exclusively to propel the bicycle and ceases assistance at 20 miles per hour.

ELECTRIC SCOOTER

As defined in New York State Vehicle and Traffic Law § 114-e.

HIGHWAY, PARKING LOT, PARKING AREA OF A SHOPPING CENTER, SIDEWALK, STREET

Shall have the same meanings as set forth in the New York State Vehicle and Traffic Law.

§ 3. Prohibited Acts.

A. No person shall operate an electric scooter or bicycle with electric assist on any off-highway property owned by the Town of Haverstraw.

B. No person shall operate an electric scooter or bicycle with electric assist upon any sidewalk within the Town of Haverstraw.

C. No person shall operate an electric scooter or bicycle with electric assist upon any Town roadway or local roadway with a posted speed limit exceeding 30 miles per hour, except where otherwise permitted by applicable law.

D. All persons operating or riding as a passenger on an electric scooter or bicycle with electric assist shall wear a helmet in compliance with New York State Vehicle and Traffic Law § 1238.

E. No person aged 15 years or younger shall operate an electric scooter or bicycle with electric assist on public property or roadways within the Town of Haverstraw.

F. No person shall operate an electric scooter or bicycle with electric assist in a reckless manner, including but not limited to:

1. Operating without due regard for the safety of pedestrians or other roadway users;
2. Weaving between vehicles in an unsafe manner;
3. Performing stunt or trick riding in areas with active vehicular or pedestrian traffic.

G. No person shall operate an electric scooter or bicycle with electric assist while under the influence of alcohol or drugs, including:

1. While impaired by alcohol;
2. With a blood alcohol content of 0.08% or greater;
3. While impaired by drugs;
4. The provisions of this subsection shall apply to public highways, roads, and parking areas, but shall not apply to one- or two-family residential property.

H. No person shall fail to comply with a lawful order to stop issued by a police or peace officer, nor shall any person flee from such officer while operating an electric scooter or bicycle with electric assist.

§ 4. Penalties.

A. Any person who violates this Local Law shall be guilty of a violation punishable by a fine not exceeding \$500.

B. A second violation within five (5) years shall constitute an unclassified misdemeanor punishable by a fine of not less than \$1,500 and may include impoundment of the device.

C. A third or subsequent violation within five (5) years shall constitute an unclassified misdemeanor punishable by a fine of up to \$5,000 and/or imprisonment not exceeding one (1) year.

D. The parent or legal guardian of any unemancipated person under the age of 18 years found in violation shall be responsible for payment of any fines and restitution for damages to Town property.

§ 5. Seizure and Impoundment.

A. Any electric scooter or bicycle with electric assist operated by a person under the age of 16 in violation of this Local Law may be seized and impounded by a police or peace officer.

B. Seized devices shall be stored by the law enforcement agency, which may impose a processing fee of \$50 and a storage fee of \$5 per day.

C. Devices shall be released only to:

1. The owner, if over the age of 16;
2. A parent or legal guardian of the owner;
3. A parent or legal guardian of the person in possession at the time of seizure.

D. If a device is not claimed within ninety (90) days, ownership shall vest in the Town or the seizing agency.

E. Law enforcement agencies may adopt rules governing the storage, release, or disposal of seized devices.

§ 6. Disclosure Requirements.

A. Any person or business selling or offering for sale an electric scooter or electric-assist bicycle within the Town of Haverstraw shall provide written notice of the restrictions contained in this Local Law at the point of sale and to each purchaser.

B. Failure to comply with this section shall constitute a violation punishable by a civil fine of \$1,000 per violation.
