

**HAYERSTRAW TOWN BOARD  
MARCH 10, 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 HAYERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF FEBRUARY 24, 2026.**

**4. PAYMENT OF BILLS**

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

**5. ACCEPTANCE OF REPORTS**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAYERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF FEBRUARY 2026.**

**6. APPOINTMENT OF NICHOLAS A. ROMAN, MOTOR EQUIPMENT OPERATOR III, TO THE TOWN OF HAYERSTRAW HIGHWAY DEPARTMENT**

**RESOLVED, THAT UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, THE TOWN BOARD OF THE TOWN OF HAYERSTRAW DOES HEREBY APPOINT NICHOLAS A. ROMAN OF WEST HAYERSTRAW, NEW YORK TO THE POSITION OF MOTOR EQUIPMENT OPERATOR III, FULL TIME, FOR THE TOWN OF HAYERSTRAW HIGHWAY DEPARTMENT AT A SALARY OF \$47.95 PER HOUR, EFFECTIVE MARCH 2, 2026, AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MR. ROMAN SHALL SERVE A PROBATION PERIOD OF SIX (6) MONTHS.**

**7. AWARD OF TOWN OF HAYERSTRAW BID NO. 1-2026 –FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

**RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENSKEEPER, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAYERSTRAW DOES HEREBY AWARD THE BID FOR FERTILIZER, SEED FOR DIVOT MIX AND ROUGH PERIMETER FERTILIZER FOR THE PHILIP J. ROTELLA GOLF COURSE FOR THE 2026 GOLF SEASON TO THE FOLLOWING COMPANY, THE LOW BIDDER:**

**WESTCHESTER TURF SUPPLY**

<b>FAIRWAY FERTILIZER WTS 30-0-10</b>	<b>\$122.00/BAG</b>
<b>ROUGH AND PERIMETER FERT</b>	<b>\$35.00/BAG</b>
<b>GREENS FERTILIZER WTS 19-0-19</b>	<b>\$68.50/BAG</b>
<b>FAIRWAY SOLUBLE FERTILIZER 28-8-18</b>	<b>\$46.25/BAG</b>
<b>SEED</b>	<b>\$118.00/BAG</b>

8. AWARD OF TOWN OF HAVERSTRAW BID NO. 2-2026 –FOR BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENSKEEPER, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD BID NO. 2- 2026 FOR THE PROVISIONS FOR BUNKER SAND, ORGANIC GREEN BAGGED DIVOT SAND, DIVOT MIX, TOP DRESSING AND HEAT TREATED TOP DRESSING SAND TO BE UTILIZED AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE DURING THE 2026 GOLF SEASON TO THE FOLLOWING COMPANY, THE LOW BIDDER:

CARRIERE MATERIALS

BUNKER SAND	\$89.00/YARD
DIVOT MIX	\$135.00/YARD
TOP DRESSING	\$95.00/YARD
HEAT TREATED TOP DRESSING	\$135.00/YARD

METRO TURF SPECIALISTS

BAGGED GREEN SAND	\$19.00/BAG
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9. AWARD OF TOWN OF HAVERSTRAW BID NO. 3 - 2026 FOR CHEMICALS FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, UPON THE RECOMMENDATION OF CHRISTOPHER DYROFF, GREENS KEEPER, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD BID NO. 3-2026 FOR THE PROVISIONS OF CHEMICALS FOR THE PHILIP J. ROTELLA GOLF COURSE FOR THE 2026 GOLF SEASON TO THE FOLLOWING COMPANIES, THE LOW BIDDERS:

WESTCHESTER TURF SUPPLY

TARTAN STRESSGUARD	\$1,973.00/CASE
4-4-5 IRON	\$125.00/CASE
BANOL	\$2,610.02/CASE

SYNERGY TURF

T NEX	\$527.00/CASE
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METRO TURF

MATCHPOINT INSECTICIDE	\$879.00/BOTTLE
STRESSMASTER “UTE”	\$177.00/CASE
TRACTION	\$1,304.50/CASE
DITHIOPYR L	\$927.00/CASE

FISHER

CHIPCO 26019	\$316.00/CASE
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10. RENEWAL OF AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND VJ NETWORKS, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO RENEW AGREEMENT OF SERVICES WITH VJ NETWORKS, INC. OF GARNERVILLE, NEW YORK TO PROVIDE TECHNICAL SUPPORT FOR THE COMPUTER NETWORK AT THE TOWN OF HAVERSTRAW POLICE STATION AT A COST OF \$3,000.00 A MONTH COMMENCING MARCH 1, 2026 UNTIL FEBRUARY 28, 2027.

11. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND NOTEIFY, INC.

RESOLVED, BASED UPON THE RECOMMENDATION OF GOLF PRO MICHAEL LAUDIEN, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH NOTEIFY, INC. OF WOODLAND HILLS, CALIFORNIA TO PROVIDE ONE YEAR SOFTWARE SUBSCRIPTION FOR THE PHILIP J. ROTELLA GOLF COURSE AT A COST OF \$5,500.

12. PURCHASE OF ONE (1) KOHLER ENGINE, MODEL #PA-ECH749-3063 FOR THE PURPOSE OF REPLACING THE ENGINE ON A SCAG 61 INCH MOWER FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT

RESOLVED, UPON THE RECOMMENDATION OF JOHN FRIZALONE, PARKS DIRECTOR, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF ONE (1) KOHLER ENGINE, MODEL #PA-ECH749-3063 FOR THE PURPOSE OF REPLACING THE ENGINE ON A SCAG 61 INCH MOWER FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT, FROM POMONA POWER EQUIPMENT OF SPRING VALLEY, NEW YORK, OFF OF NYS CONTRACT # 031121-SCG/#GR01-20, AT A COST OF \$3,649.98.

13. CREATE TWO (2) MOTOR EQUIPMENT OPERATOR I (NC) - FULL TIME POSITIONS FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CREATE TWO (2) MOTOR EQUIPMENT OPERATOR (NC) FULL TIME POSITIONS FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT EFFECTIVE MARCH 11, 2026, AND BE IT FURTHER

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

14. AUTHORIZATION TO PURCHASE ONE (1) DIFFERENTIAL FOR PLOW TRUCK # 73 FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT PIGGYBACK OFF COUNTY OF ROCKLAND BID NO. RFB-RC-2025-017

RESOLVED, BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) DIFFERENTIAL FOR PLOW TRUCK # 73 FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT UNDER TO ARKEL MOTORS OF NEW WINDSOR, NEW YORK AT A TOTAL COST OF \$8,209.99 INCLUDING DELIVERY.

AND BE IT FURTHER

RESOLVED, THAT THE TOWN OF HAVERSTRAW WILL PIGGYBACK OFF COUNTY OF ROCKLAND BID NO. RFB-RC-2025-017.

15. AWARD OF RFP NO. 2 – 2026 TO FIRST STUDENT INC. – TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW YOUTH BOARD

RESOLVED, THAT TWO (2) RFPs WERE REQUESTED AND ONE (1) RFP WAS SUBMITTED TO LORRAINE AROCENA, RECREATION ASSISTANT, TO PROVIDE TRANSPORTATION FOR A YOUTH BOARD TRIP TO AQUATOPIA IN TANNERSVILLE, PENNSYLVANIA ON MARCH 19, 2026 AT A COST OF \$823.52 PER BUS, FOR A TOTAL COST \$2,470.56, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFP NO. 2 – 2026 TO FIRST STUDENT OF HAVERSTRAW, NEW YORK, THE SOLE PROPOSAL.

16. AWARD OF RFQ NO. 3 - 2026 – PURCHASE OF FIFTEEN (15) CHARCOAL GRILLS TO BE INSTALLED AT BOWLINE POINT PARK

RESOLVED, THAT THREE (3) REQUESTS FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, DIRECTOR OF PARKS, FOR THE PURCHASE OF FIFTEEN (15) CHARCOAL GRILLS TO BE INSTALLED AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 3– 2026 TO RJ THOMAS MFG CO INC. -PILOT ROCK OF CHEROKEE, IOWA AT A COST OF \$288.00 PER UNIT, PLUS \$704.00 FOR FREIGHT COSTS, FOR A TOTAL COST OF \$5,024.00, THE LOWEST QUOTE.

17. 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 \$0.10287 PER KWH AND THE COMMODITY PORTION VARIABLE RATE PER KWH FOR A PERIOD OF SIX (6) MONTHS STARTING MARCH 2026 THROUGH SEPTEMBER 2026.

18. RESOLUTION FOR RETROACTIVE APPLICATION FOR REAL PROPERTY TAX EXEMPTION – THIELLS ROSEVILLE FIRE DISTRICT

WHEREAS, LEGISLATION WAS INTRODUCED IN THE NEW YORK STATE LEGISLATURE THAT WOULD GRANT AUTHORITY FOR THE TOWN TO ACCEPT RETROACTIVE APPLICATION BY THE FOLLOWING ORGANIZATION FOR REAL PROPERTY TAX EXEMPTION AS FOLLOWS:

THIELLS ROSEVILLE FIRE DISTRICT  
GARNERVILLE, NY 10923  
SBL: 89/26.09-4-11, 26.09-4-12, 26.09-4-13, 26.09-4-14, 26.09-4-15  
63-69 W RAMAPO ROAD  
2024 ASSESSMENT ROLLS

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF HAVERSTRAW THAT IT HAS NO OBJECTION TO THE PASSAGE OF THE ABOVE LEGISLATION, AND HEREBY AGREES THAT IT GRANT A TAX EXEMPTIONS FOR THE ABOVE PROSPERITY FOR THE TX YEAR IN QUESTION FOR THE LEGISLATION THAT WAS PASSED BY:

RESULT: ADOPTED (-----)  
MOVER COUNCILMAN \_\_\_\_\_  
SECONDER COUNCILMAN \_\_\_\_\_  
AYES:  
NAYES:  
ABSENT:

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RAQUEL VENTURA, TOWN CLERK

19. AWARD OF RFQ NO. 4-2026 – BLACK MULCH FOR TOWN FACILITIES THE PARKS DEPARTMENT MAINTAINS

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO PARKS DIRECTOR JOHN FRIZALONE, FOR BLACK MULCH FOR TOWN FACILITIES THE PARKS DEPARTMENT MAINTAINS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 4-2026 TO MULCH RIGHT INC. OF GOSHEN, NEW YORK, THE LOWEST BIDDER, AT A COST OF \$24.50 PER YARD.

20. AWARD OF RFQ NO. 5 - 2026 – PLAYGROUND MULCH FOR THE PLAYGROUNDS AT BOWLINE POINT PARK

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO PARKS DIRECTOR JOHN FRIZALONE, FOR PLAYGROUND MULCH FOR THE PLAYGROUNDS AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 5- 2026 TO MULCH RIGHT INC. OF GOSHEN, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$22.00 PER YARD.

21. AWARD OF RFQ NO. 6 - 2026 –INFIELD MIX TO BE USED AT TOWN OF HAVERSTRAW BASEBALL FIELDS

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO DIRECTOR OF PARKS JOHN FRIZALONE, FOR THE PURCHASE OF INFIELD MIX TO BE USED AT TOWN OF HAVERSTRAW BASEBALL FIELDS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 6- 2026 TO MULCH-RIGHT, INC. OF GOSHEN, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$71.50 A TON, WITH A \$100.00 DELIVERY CHARGE.

22. AWARD OF RFQ NO. 7 – 2026 – BEACH SAND TO BE USED AT BOWLINE POINT PARK

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO DIRECTOR OF PARKS JOHN FRIZALONE, FOR THE PURCHASE OF BEACH SAND TO BE USED AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 7- 2026 TO CARRIERE MATERIALS, LLC OF PORT CHESTER, NEW YORK, THE LOWEST QUOTE, AT A COST OF \$70.00 A TON.



# VJ Networks, Inc.

Full Service Computer Technology Company

8 Brooks Cir, Garnerville, NY 10923

Phone: (646) 801-2481

Fax: (845) 510-1876

## AGREEMENT OF SERVICES

Haverstraw Town Police Department, hereinafter referred as "Haverstraw Police", its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, located at 101 W. Ramapo Road, Garnerville, NY 10923 retains VJNetworks, Inc., hereinafter referred as "VJNetworks", to provide technical support personnel for local area computer network and related technology located at Haverstraw Police.

VJNetworks will provide technical support personnel with proficient knowledge of computer systems, networks and software applications. Support will be provided 24 hours a day 7 days a week as needed in accordance with a fixed monthly service payment covering all times and days to be prepaid at the beginning of each month. This scenario allows for coverage of day-to-day problems that are encountered and remedied, along with any necessary maintenance performed. Includes weekend and holidays. Our personnel will provide telephone, remote access and on-site help with software and hardware operational issues and applicable tutorials that will help maintain project flow.

### SERVICES:

The following services will be provided by VJNetworks:

1. Maintain, troubleshoot and repair problems with currently utilized operating systems and software applications while acting as liaison to applicable vendor technical support operations. Funding for any software application technical support requiring third party personnel from applicable vendors will be the sole responsibility of the Haverstraw Police.
2. Maintain, troubleshoot and repair problems with currently utilized network equipment including computer workstations, computer monitors, servers, network switches, routers and interconnection systems except where such equipment is deemed proprietary by respective other parties.
3. Enterprise grade behavioral base antivirus

### PROJECTS:

Projects are major upgrades, implementation of a new need (Hardware, Software or Service) to the computer network or any services that are not included in the above scope. New projects will require separate funding to be quoted and mutually agreed upon by all parties prior to work performance. If services that are not included in the above scope need to be done immediately, therefore cannot be quoted and mutually agreed upon by all parties, then they will be performed at VJNetworks' discounted hourly rate of **\$175**.

### HARDWARE:

VJNetworks will procure equipment upon request which will require separate funding to be quoted and mutually agreed upon. VJNetworks also stocks essential equipment to perform repairs on the spot or provide functionality to the network. This equipment will be provided as needed at the time it is needed. All hardware provided by VJNetworks is to be totaled for the month and paid at the end of such month.



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## SUPPORT:

VJNetworks will be reached via phone, email or text. Support personnel will provide telephone support, remote access support or will be dispatched to the site for problem troubleshooting and resolution on a priority basis as deemed necessary.

## FEE & TERM:

The fixed month fee shall be for **\$ 3,000.00** commencing on **March 1, 2026 until February 28, 2027**. This agreement shall automatically renew, for a 1 year term, 60 calendar days prior to **February 28, 2027** unless renegotiation or non-renewal letter sent via certified mail with return receipt requested by either Haverstraw Police or VJNetworks.

## PAYMENT:

Haverstraw Police agrees to pay all fees due as it is invoiced for each month. Failure to remit any payments that is due within ninety days of the month invoiced, shall incur, in addition to the amount owed on said invoice, interest on the amount due at the rate of 18% annually. Interest should be accrued daily from the ninety-first day of non-payment.

## LIMITATION OF LIABILITY:

Haverstraw Police acknowledges that the allocation of risk in the Contract reflects the price paid for the Services provided by VJNetworks. If any exclusion or limit of liability in the Contract is held to be invalid and VJNetworks become liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the Haverstraw Police for the Services in a given month.

No action, claim or demand arising out of or in connection with the Contract or this Agreement may be brought by Haverstraw Police against VJNetworks more than 90 days after the cause of action has occurred.

VJNetworks are not responsible for any delay, malfunction, non-performance and/or other degradation of performance of any of the Services, Hardware or Software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by Haverstraw Police whether or not beyond those already supplied.

Neither VJNetworks nor anyone else who has been involved in the creation, production or supply of the Services, Hardware or Software shall be liable to Haverstraw Police or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this Agreement, the Contract or the Services, Hardware or Software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, revenues or anticipated savings, or (iii) damage to the Haverstraw Police's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and Haverstraw Police shall indemnify VJNetworks from and against any claim which may be made against VJNetworks in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the Haverstraw Police.

## ARBITRATION AND CHOICE OF LAW:

The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but both parties choose to have any disputes resolved through arbitration by the American Arbitration Association (or its successor). Haverstraw Police AGREES THAT ANY DISPUTE, CLAIM, OR CONTROVERSY CONCERNING THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT, OR ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD AT A MUTUALLY CONVENIENT LOCATION NO MORE THAN 50 MILES WHERE SERVICES WERE PROVIDED IN ACCORDANCE WITH THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (OR ITS SUCCESSOR). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Both parties will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and the both parties shall separately pay their own counsel fees and expenses. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended. Judgment upon the award rendered may be entered in any Court of competent jurisdiction. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

## WAIVER OF BREACH:

The waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.



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8 Brooks Cir, Garnerville, NY 10923

Phone: (646) 801-2481

Fax: (845) 510-1876

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IN WITNESS whereof the parties hereto have signed this Agreement on the day and year first above written

Signed for and  
on behalf of VJNetworks:

Date: 2/18/2026

Print Name: James Mutone

Title: President

Signed for and

on behalf of Haverstraw Police:

Date:

Print Name:

Title:



Date: November 27, 2024  
Valid Through: January 1, 2026  
Proposed By: Steven Slocum  
Email: Steven@notefy.app

Notefy, Inc.  
22543 Ventura Blvd  
Ste 220 PMB1136  
Woodland Hills, CA 91364  
Phone: (818) 922-5751

Company Name: Town of Haverstraw-Philip J. Rotella Golf Course  
200 Thiells Mt Ivy Rd  
Pomona, NY 10970  
Subscription Start Date: November 30<sup>th</sup>, 2024  
Subscription End Date: January 1, 2026  
Billing Frequency: Annual  
Payment Method: CC/Wire/ACH Transfer  
Payment Terms: Annual  
Billing Contact: Michael Gramboli  
Mgramboli@townofhaverstraw.org

Software Subscriptions Year One	Start Date	End Date	Qty.	Subscription Price
<b>Notefy License:</b> <ul style="list-style-type: none"> <li>• Full access to Notefy platform</li> <li>• Ongoing chat, phone, email support, product updates, upgrades, and maintenance</li> <li>• Full deployment, onboarding, and dedicated customer success resource</li> </ul>	November 30, 2024	January 1, 2026	1	USD 5,000.00 / 1  <b>USD 5,000.00</b>

**NET TOTAL AMOUNT YEAR 1: \$5,000 USD**

**Special Terms & Conditions (If needed)**

Pricing does not include applicable taxes

This agreement ("Agreement") is entered into as (the "Effective Date") between Notefy, Inc. ("Notefy"), and the customer listed above ("Customer"). This Agreement includes and incorporates (i) the below Order Form, (ii) any Order Forms previously or subsequently entered by the parties, and (iii) Notefy's standard Enterprise Terms, which are set

forth at <https://noteefy.app/msla> and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations.

**Noteefy Inc:**

DocuSigned by:  
Signature: Jake Gordon  
Name (Print): Jake Gordon  
Title: CEO  
Date: 12/2/2024

**Town of Haverstraw-Philip J Rotella Golf Course:**

Signed by:  
Signature: Howard T. Phillips Jr  
Name (Print): Howard T. Phillips Jr  
Title: Town Supervisor  
Date: 12/2/2024



TOWN OF HAVERSTRAW

**MEMO**

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Parks Director

**Date:** March 10th, 2026

**Re:** **RFQ – SCAG 61 Engine Replacement**

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I have obtained Request for Quotes (RFQ), for SCAG 61 Engine Replacement. Please be advised that Pomona Power Equipment provided a quote under NYS Contract #031121-SCG/#GR01-20, for a price of \$3,649.98.

**RFQ – SCAG 61 Engine Replacement**

1. Pomona Power Equipment: \$3,649.98

Please inform me of your decision.

Regards,

John Frizalone  
Director of Parks

Pomona Power Equipment

845-356-3330

49 NORTH MADISON AVE

# Estimate

Date	Estimate #
2/27/2026	17775

Name / Address
TOWN OF HAVERSTRAW 1 ROSMAN RD GARNERVILLE NY 10923 845-429-2200

Project

Description	Qty	Cost	Total
KOHLER/ENGINE#PA-ECH749-3063 (OR)	1	3,599.99	3,599.99
PRE PAY+ADD=SHIPPING+HANDLING	1	49.99	49.99
JFRIZALONE@TOWNOFHAVERSTRAW.ORG			
NYS STATE Contract #031121-SCG / #GR01-20			
<b>Total</b>			\$3,649.98

Customer Signature \_\_\_\_\_



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

From: J Bart Gordon. Superintendent of Highways

Date: March 5, 2026

Re: Purchase of a Front Differential

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The Highway Department will purchase a front differential for plow truck #73.  
We had a front drive failure during a recent storm.  
The cost is \$8,209.99 delivered.

If you have any questions, I am available anytime.

John B. Gordon

Superintendent of Highways

COUNTY OF ROCKLAND  
 Department of General Services  
 Purchasing Division

# Contract Award Notification

Title: **Automotive-OEM Parts & Labor for International Trucks Including Cummins Parts**

Contract Period: May 6, 2025, through May 5, 2026, w/ (3) 1-year options

Original Date of Issue: June 6, 2025

Date of Revision:

BID No: **RFB-RC-2025-017**

Catalog: **Automotive**

Authorized Users: **United States Agencies, Other States & Political Subdivisions Therein, Local Governments, School Districts & Non-Profit Agencies**  
 Address Inquiries To:

Name: Justin Listwan  
 Title: Purchaser I  
 Phone: (845) 364-3817  
 Fax: (845) 364-3334  
 E-mail: listwanj@co.rockland.ny.us

**Description**

This contract is for the OEM parts and labor for international trucks including Cummins parts

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID 25-017	0000026933	AT Northern New Jersey LLC 1410 East Linden Ave. Linden, NJ 07036 Contact: Joe Martucci <a href="mailto:jmartucci@allegiancetrucks.com">jmartucci@allegiancetrucks.com</a> Contact: Bill Loftus <a href="mailto:bloftus@allegiancetrucks.com">bloftus@allegiancetrucks.com</a>	908-862-8181 Ext. 4371
BID 25-017-A <b>SECONDARY VENDOR</b>	0000022750	Arkel Motors 70 Windsor Hwy. New Windsor, NY 12553 Contact: Mac-McHolder <a href="mailto:parts@arkelmotors.com">parts@arkelmotors.com</a> <a href="mailto:mac@arkelmotors.com">mac@arkelmotors.com</a>	FAX: 908-862-0380 845-562-0691 - Ext. 1210  FAX: 845-562-0306

Please For Section II – parts may be ordered from Secondary if the primary cannot provide the parts required and they are readily assessable from the Secondary. Before any dept. uses the Secondary vendor, you must contact Richard Ryan in Purchasing 845-364-3817.

Automotive-OEM Parts and Labor for Intl. Trucks Including Cummins Parts

COUNTY OF ROCKLAND DGS - PURCHASING DEPARTMENT BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809		AT NORTHERN NEW JERSEY		ARKELO MOTORS (SECONDARY VENDOR)				
LINE NO.	DESCRIPTION	ITEM NUMBER	QTY	UNIT of MEASURE	UNIT PRICE/DISCOUNT	EXTENDED PRICE	UNIT PRICE/DISCOUNT	EXTENDED PRICE
<b>SECTION 1 - LABOR AND PARTS FOR REPAIR BY VENDOR</b>								
1-1	<b>PARTS, INTERNATIONAL TRUCKS</b> Discount offered from "INTERNATIONAL MAJOR FLEET RATE" price column of nationally recognized manufacturer price list. Enter discount percentage allowed under Rate Enter net discounted amount under Extended. <b>One copy of price list to be submitted with bid as indicated in specifications, and each time it is changed. (Bidder must enter 0 in appropriate column if there is no discount offered.)</b> <b>Percent Discount shall be entered as a whole number EX: 10% = 0.10</b>	06073000007	20000	PERCENT DISCOUNT	10%	\$18,000.00	NO BID	NO BID
1-2	<b>PARTS, CUMMINS FOR INTERNATIONAL TRUCKS</b> Discount offered from "CUMMINS FLEET RATE" price column of nationally recognized manufacturer price list. Enter discount percentage allowed under Rate Enter net discounted amount under Extended. <b>One copy of price list to be submitted with bid as indicated in specifications, and each time it is changed. (Bidder must enter 0 in appropriate column if there is no discount offered.)</b> <b>Percent Discount-up shall be entered as a whole number EX: 10% = 0.10</b>	06073000008	5000.00	PERCENT DISCOUNT	6%	\$4,700.00	NO BID	NO BID
1-3	<b>LABOR RATES, INTERNATIONAL TRUCKS AUTHORIZED SERVICE</b>	06073000009	150	Hours		\$160.00	NO BID	NO BID

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COUNTY OF ROCKLAND  
 DGS - PURCHASING DEPARTMENT  
 BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD  
 POMONA, NY 10970  
 TELEPHONE NO.: 845-364-3820  
 FAX NO.: 845-364-3809

AT NORTHERN NEW JERSEY

ARKEL MOTORS  
 (SECONDARY VENDOR)

LINE NO.	DESCRIPTION	ITEM NUMBER	QTY	UNIT of MEASURE	UNIT PRICE/DISCOUNT	EXTENDED PRICE	UNIT PRICE/DISCOUNT	EXTENDED PRICE
1-4	NYS Inspection for International Vehicles as per current NYS rates and as amended to be invoiced as services rendered	92892000001	1	LOT	NO BID	NO BID	NO BID	NO BID
1-5	Towing of vehicle from RC facility to vendor's facility, or from vendor's facility to RC facility - one way pricing. Note: Use to be determined at time of need in the best interest of the County.	92819000037	2	ONE WAY TRIP	\$500.00	\$1,000.00	NO BID	NO BID
	<b>TOTAL FOR SECTION 1 - LINES 1-1 to 1-5</b>					\$47,000.00		\$0.00
<b>SECTION 2 - PARTS ONLY</b> (For use by the County's own Vehicle Repair Facilities located in New City and Orangeburg)								
2-1	<b>PARTS (only), INTERNATIONAL TRUCKS</b> Discount offered from "INTERNATIONAL MAJOR FLEET RATE" price column of nationally recognized manufacturer price list. Enter discount percentage allowed under Rate Enter net discounted amount under Extended. One copy of price list to be submitted with bid as indicated in specifications, and each time it is changed. (Bidder must enter 0 in appropriate column if there is no discount offered.) Percent Discount shall be entered as a whole number EX: 10% = 0.10	06073000010 - AT Northern 06073000005 - Arkel	50000	PERCENT DISCOUNT	10%	\$45,000.00	9.1%	\$45,500.00

Automotive-OEM Parts and Labor for Intl. Trucks Including Cummins Parts

COUNTY OF ROCKLAND DGS - PURCHASING DEPARTMENT BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809		AT NORTHERN NEW JERSEY		ARDEL MOTORS (SECONDARY VENDOR)				
LINE NO.	DESCRIPTION	ITEM NUMBER	QTY	UNIT of MEASURE	UNIT PRICE/DISCOUNT	EXTENDED PRICE	UNIT PRICE/DISCOUNT	EXTENDED PRICE
2-2	<b>PARTS (only), CUMMINS FOR INTERNATIONAL TRUCKS</b> Discount offered from "CUMMINS FLEET RATE" price column of nationally recognized manufacturer price list. Enter discount percentage allowed under Rate Enter net discounted amount under Extended. <b>One copy of price list to be submitted with bid as indicated in specifications, and each time it is changed.</b> (Bidder must enter 0 in appropriate column if there is no discount offered.) <b>Percent Discount shall be entered as a whole number EX: 10% = 0.10</b>	06073000011 - AT Northern 06073000006 - Ardel	50000	PERCENT DISCOUNT	6%	\$47,000.00	5%	\$47,500.00
	<b>TOTAL FOR SECTION 2 - LINES 2-1 &amp; 2-2</b>					\$92,000.00		\$93,000.00
	<b>SECTION 2 - BID SPECIFICATIONS REQUIRE DELIVERY OF PARTS. BID RESPONSE SHALL CONFIRM THAT VENDOR AGREES TO DELIVER PARTS AS NEEDED.</b>			<b>YES</b>				



TOWN OF HAVERSTRAW

**MEMO**

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Parks Director

**Date:** March 4th, 2026

**Re:** **Bowline Point Park Grill Replacement**

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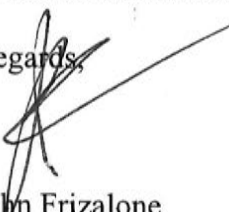
I have obtained Request for Quotes (RFQ), to replace 15 Charcoal Grills at Bowline Point Park. Several grills at Bowline Point Park are weathered or damaged. These 15 Charcoal Grill would be spread out in the grass fields at Bowline Point Park for public use. Please be advised that Pilot Rock, had the lowest total cost of \$5,024.00.

**RFQ – Bowline Point Park Grill Replacement**

1. Pilot Rock- \$5,024.00
2. Global Industrial- \$7,699.39
3. Uline- \$5,737.73

Please inform me of your decision.

Regards,



John Frizalone  
Director of Parks

PO Box 946  
 Cherokee, IA 51012-0946  
 Tel 712-225-5115 800-762-5002  
 Fax 712-225-5796  
 www.pilotrock.com  
 customerservice@rjthomas.com



Customer No 39848  
 Quote No 117054  
 Quote Date 01/06/2026  
 Slspn 3360

**Bill To**

Haverstraw, Town of  
 1 Rosman Rd  
 Garnerville NY 10923  
 US

Danny Santana  
 townofhaverstrawparks@gmail.com  
 845-793-0665

**Ship To**

Haverstraw, Town of  
 Att: Danny Santana  
 1 Rosman Rd  
 Garnerville NY 10923  
 US

**Ship Via**  
 ECHO

Qty Ordered	UOM	Item No	Unit Price	Extended Price
15	EA	Q-20 B3 GRILL O-20 & STAT B3 SRFC/MNT BASE	288.00	\$4,320.00
1	EA	FREIGHT TO ZIP CODE 10923 FOB CHEROKEE. IA 51012	704.00	\$704.00

Any changes to the above quoted models, quantities or destination require a NEW quote.

Terms: Net 30 Days

**Quote Total \$5,024.00**

Purchasing by catalog or internet does NOT make this purchase exempt from sales tax.  
 Sales tax NOT INCLUDED unless otherwise stated.  
 CUSTOMER TO UNLOAD FREIGHT FROM TRUCK. SOME ASSEMBLY REQUIRED.  
 PRICES FIRM 30 DAYS.  
 ALL MAJOR CREDIT CARDS ACCEPTED

Shipping within 2 weeks ARO  
 Customer to unload

*NOTE: All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on the date of quotation and are subject to change by the Seller before final acceptance. Typographical errors are subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the Purchaser, ample allowances must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated which may appear on Purchaser's formal order will NOT be binding on the Seller.*

# REVIEW AND SUBMIT

CART ADDRESS SHIPPING PAYMENT **REVIEW AND SUBMIT**

Submit Order

Billing Address	Shipping Address <a href="#">Change</a>	Shipping <a href="#">Change</a>	Payment <a href="#">Change</a>
HAVERSTRAW TOWN OF 1 ROSMAN RD STE 1 GARNERVILLE, NY 10923-1799  Uline Account #: 1590994 Order Placed by: JOHN FRIZALONE	HAVERSTRAW TOWN OF 1 ROSMAN RD STE 1 GARNERVILLE, NY 10923-1799	Motor Freight - JP Express Delivery Time: 1 day Ships: Today Delivers on: 02/26/2026 * Ships From: Allentown, PA  Add Freight Options ? Add Special Instructions	Invoice Me - Pay within 30 days  <a href="#">Add PO#</a>  Add Priority code ?

**Order Notes**

**Due to inclement weather, deliveries may be delayed.**

Model #	Description	Unit Cost	Qty	Ext. Cost	Tax <a href="#">?</a>
H-4419	Outdoor Standard Park Grill	\$355.00 / EA	15	\$5,325.00	<input type="checkbox"/>

You qualify for a free item! [Select here.](#)

Subtotal = \$5,325.00  
 Tax = \$0.00  
 Shipping/Handling = \$412.73  
**Total = \$5,737.73**

[Pricing Request](#) ?

Text me order updates from Uline. ?  
[Add Mobile Number](#)

Submit Order

By placing your order, you agree to Uline's [Terms and Conditions](#)

## SALES QUOTE


**QUOTE ISSUED:** 02/25/2026  
**ACCOUNT NO.** 730375  
**QUOTE NO.** 8081893

[Click Here To Place Order Online](#)

\*Pricing valid for 30 days from quote issue date. Subject to change based on product availability and/or market conditions.

## CUSTOMER INFORMATION

**Account Name:** TOWN OF HAVERSTRAW  
**Name:** DANNY SANTANA  
**Address:** 113 THIELLS MT IVY RD  
 THIELLS, New York 10984  
**Email:** [dsantana@townofhaverstraw.org](mailto:dsantana@townofhaverstraw.org)  
**Phone:** (845) 828-9859

Part#	Description	Shipping	Qty	Price	Extended
249026	 Rotating Pedestal Grill With 3-1/2" Dia. Post(300 Sq. In. Cooking Surface) Country Of Origin:	TRUCK	15	\$446.36	\$6,695.40

### Notes

OMNIA PUBLIC SECTOR R211402 Purchase Cooperative member pricing. Ships in 15 Business Days ARO

<b>ItemTotal:</b>	<b>\$6,695.40</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Shipping and Handling:</b>	<b>\$1,003.99</b>
<b>**Total:</b>	<b>\$7,699.39</b>

\*\*Applicable taxes and shipping charges will be added to invoice.

[Please be sure to review our terms and conditions](#)

[Shipping Terms and Conditions](#)

**Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.**

**Name:** JOSEPH BALSAM  
**Address:** 11 HARBOR PARK DRIVE  
 PORT WASHINGTON, NY 11050  
**Email:** [JBalsam@globalindustrial.com](mailto:JBalsam@globalindustrial.com)  
**Phone:** (516) 608-7131 x207131  
**Fax:** (516) 608-7590

**SALES AGREEMENT  
Commercial & Industrial  
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 (Renewable Energy Certificates) 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**

<b>Price</b>	[Fixed Price of \$0.10287/kWh]																		
<b>Bill Type</b>	Consolidated Bill																		
<b>How Price is Determined</b>	<p><b>Fixed Price</b> 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>Fixed</td> </tr> <tr> <td>Unforced Capacity</td> <td>Fixed</td> </tr> <tr> <td>Ancillary Services</td> <td>Fixed</td> </tr> <tr> <td>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>Voluntary RECs (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.</p>	COMPONENT	Treatment	Energy	Fixed	Unforced Capacity	Fixed	Ancillary Services	Fixed	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	Voluntary RECs (Electricity Supply with Voluntary Renewable Energy Certificates - See Paragraph 6)	Not Selected
COMPONENT	Treatment																		
Energy	Fixed																		
Unforced Capacity	Fixed																		
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Future Clean Energy Mandatory Costs (e.g., ORECs)	Future Regulatory Change																		
Voluntary RECs (Electricity Supply with Voluntary Renewable Energy Certificates - See Paragraph 6)	Not Selected																		
<b>Start Date</b>	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 2026. 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.																		
<b>Term</b>	This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). The Term shall be for a period of 6 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																		

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, 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.**
- 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.
  - Termination Fees.** 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. 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 the early termination is customer initiated or terminated by SEUS for the reason listed in this paragraph, 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. **Voluntary RECs.** If Customer has selected voluntary RECs as shown on the Customer Disclosure Label, then the following applies: the product bundles electricity with Renewable Energy Certificates ("RECs") in an amount intended to match the Customer's usage (one REC represents the environmental attributes of one megawatt-hour (MWh) of renewable electricity generation). Customer supports the development of renewable energy resources through their purchase, but understands and

acknowledges that the electricity delivered may come from the conventional grid and not directly from a specific renewable generator. The service provider will ensure that the RECs used are eligible under the New York Generation Attribute Tracking System ("NYGATS") and meet applicable New York State Renewable Energy Standard (RES) and voluntary procurement requirements.

7. **Billing and Payment.** At SEUS's option and as described in the bill type section of the Customer disclosure statement, 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 days of the invoice date or be subject to a late payment charge of 1.5%. 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 to 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 One Lincoln Centre, 110 West Fayette Street, Suite 400, 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](http://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

...erly 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, in New York a change in, including but not limited to, Public Policy Transmission, Transmission Owner Transmission Solutions (TOTS), and/or NYPA Transmission Adjustment Charge (NTAC), or a change in NYSERDA's charges for Tier 1, 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, the 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 SEUS 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: 27

No.	Utility	Account Number	Service Address	Anticipated Start Date	Term	Anticipated End Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	OR	03879430001	1 OVERPASS RD., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	9	9	193	451	41	75	12	10	44	612	2,036	2,086	5,578
2	OR	10505910001	STREET LIGHTS LITE., GARNERVILLE, NY, 10923, US	03/17/2026	6	09/17/2026	33	26	26	23	23	21	22	26	28	30	31	33	322
3	OR	172613614045	1 BOWLINE PLANT RD., HAVERSTRAW, NY, 10927, US	03/03/2026	6	09/03/2026	4,184	2,719	4,384	4,702	2,246	2,297	2,446	2,333	1,964	5,023	7,412	12,063	51,773
4	OR	21261600007	130 AMERICAN LEGION WAY., THIELLS, NY, 10984, US	03/17/2026	6	09/17/2026	33	26	26	23	23	21	22	26	28	30	31	33	322
5	OR	25489510005	1 ROSMAN RD., GARNERVILLE, NY, 10923, US	03/05/2026	6	09/05/2026	19,388	16,657	13,889	10,911	10,455	13,077	15,426	12,822	11,230	11,514	14,785	19,334	169,468
6	OR	26787960002	ROUTE 202., POMONA, NY, 10970, US	03/03/2026	6	09/03/2026	125	110	172	710	1,469	1,468	1,305	1,541	1,539	1,547	650	196	10,832
7	OR	32558210004	555 BEACH RD PUMP., WEST HAVERSTRAW, NY, 10993, US	03/16/2026	6	09/16/2026	641	578	848	921	941	693	368	121	116	332	642	818	7,019
8	OR	38654250000	101 W RAINAPO RD # E1., GARNERVILLE, NY, 10923, US	03/12/2026	6	09/12/2026	12,031	10,892	11,310	11,314	12,874	13,856	13,780	12,010	10,993	11,043	11,122	12,173	163,388
9	OR	42115930002	THIELLS MT IVY RD., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	5,399	5,420	6,416	5,672	5,376	6,284	6,883	5,866	5,286	5,774	5,985	5,609	69,920
10	OR	43727240004	BOWLINE POINT PARK., HAVERSTRAW, NY, 10927, US	03/17/2026	6	09/17/2026	13,591	15,650	12,054	8,108	12,827	20,515	23,685	17,914	9,079	4,329	2,882	5,477	146,111
11	OR	45724050005	70 CHAPEL ST., GARNERVILLE, NY, 10923, US	03/15/2026	6	09/15/2026	16,749	15,048	13,431	7,930	5,522	4,985	5,729	7,866	10,674	12,917	13,044	14,795	128,690
12	OR	47105260559	70 CHAPEL ST SIGN PYLON., GARNERVILLE, NY, 10923, US	03/15/2026	6	09/15/2026	869	843	975	978	1,057	1,056	1,181	1,363	1,359	1,205	917	837	12,640
13	OR	47756340007	SUFFERN LN LITE SIGN., THIELLS, NY, 10984, US	03/17/2026	6	09/17/2026	33	26	26	23	23	21	22	26	28	30	31	33	322
14	OR	53196240005	113 THIELLS MT IVY RD TRLR., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	1,804	1,295	1,356	1,031	1,285	1,556	1,559	1,087	946	921	1,218	1,738	15,796
15	OR	71056550007	ROUTE 9W LITE., HAVERSTRAW, NY, 10927, US	03/17/2026	6	09/17/2026	33	26	26	23	23	21	22	26	28	30	31	33	322
16	OR	71345800008	THIELLS MT IVY RD SHOP PRO., HAVERSTRAW, NY, 10927, US	03/10/2026	6	09/10/2026	5,221	3,569	2,420	1,876	2,274	2,980	3,495	2,780	2,238	2,198	3,086	4,652	36,789
17	OR	72964100001	THIELLS MT IVY RD GAR., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	7,567	7,183	8,731	9,148	10,873	12,793	13,750	11,600	10,064	9,154	7,752	7,674	116,289
18	OR	73048130006	BEACH RD OTHR SHED., WEST HAVERSTRAW, NY, 10993, US	03/03/2026	6	09/03/2026	1,652	1,539	1,485	1,302	1,234	1,069	1,051	1,048	1,074	1,252	1,383	1,692	15,781
19	OR	73190730009	1 OVERPASS RD PUMP STAT., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	916	766	1,558	3,662	4,506	6,690	9,883	8,917	6,470	3,771	1,120	871	49,130
20	OR	78562330009	ROUTE 45., POMONA, NY, 10970, US	03/20/2026	6	09/20/2026	970	533	273	191	187	181	192	246	361	435	435	726	4,730
21	OR	78603350006	THIELLS MT IVY RD GAR 2., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	1,806	1,734	1,879	1,590	1,313	1,815	2,299	1,797	1,505	1,928	2,198	2,752	22,056
22	OR	81739530004	BOWLINE PARK., HAVERSTRAW, NY, 10927, US	03/18/2026	6	09/18/2026	1,847	1,662	1,481	1,295	1,535	1,262	644	803	1,319	1,704	1,757	1,744	17,053
23	OR	86053830005	THIELLS RD LITE 1., WEST HAVERSTRAW, NY, 10993, US	03/17/2026	6	09/17/2026	33	26	26	23	23	21	22	26	28	30	31	33	322
24	OR	88166210000	THIELLS MT IVY RD GAR 1., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	11,244	9,228	6,708	4,926	4,462	4,861	5,622	4,912	4,629	5,827	6,792	9,104	78,315
25	OR	88781140004	CENTRAL HWY TFLT 1., GARNERVILLE, NY, 10923, US	03/17/2026	6	09/17/2026	33	26	26	23	23	21	22	26	28	30	31	33	322
26	OR	96350110001	THIELLS MT IVY RD., THIELLS, NY, 10984, US	03/10/2026	6	09/10/2026	1,563	1,496	1,448	1,278	1,206	1,052	1,053	1,061	1,101	1,296	1,445	1,682	15,781
27	OR	598683947980	97 SUFFERN LN LIGHTING., Thielts, NY, 10984, US	03/03/2026	6	09/03/2026	194	170	165	158	175	164	171	180	206	250	255	272	2,360
<b>Total</b>							108,068	97,237	91,332	78,292	81,996	98,855	110,666	96,433	82,365	83,162	87,102	105,933	1,121,441





## 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: Thiells-Roseville Fire District Retroactive Legislation

Date: March 6, 2026

Thiells-Roseville Fire District purchased five lots from a non-exempt entity (see schedule 1 below) on 7/5/2024. Due to the timing of the purchase, those five lots were still on roll section one and taxable for the 2024 North Rockland School Bills and 2025 Town & County bills. The fire district is now looking for retroactive status for those parcels so that those bills could be waived due to their status as an exempt entity. On 12/19/2025 Governor Kathy Hochul signed bill #A06657, granting them retroactive status for the roll year of 2024. The town now must pass a resolution allowing me to correct those bills in agreement with the state.

Schedule1		
Parcel Ids		Address
89/26.09-4-11		1 Angelus Drive
89/26.09-4-12		69 W Ramapo Road
89/26.09-4-13		65 W Ramapo Road
89/26.09-4-14		63A W Ramapo Road
89/26.09-4-15		63 W Ramapo Road

Sincerely,

Town Assessor



TOWN OF HAVERSTRAW

**MEMO**

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** March 9, 2026

**Re:** **RFQ – Beach Sand**

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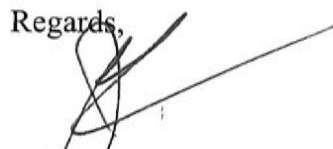
I have obtained Request for Quotes (RFQ), for Beach Sand to be used at Bowline Point Park. Please be advised, Carriere Materials LLC, from Port Chester NY, had the lowest quote, for the amount of \$70.00 a ton, for approximately 20 tons per delivery with no additional delivery charge, at an approximate total cost of \$1,400.00.

**Quotes – Beach Sand:**

1. Carriere Materials LLC - \$70.00 per ton
2. Devitt's Nursery - \$70.00 per ton plus a \$250.00 bulk delivery charge
3. Mulch Right, Inc - \$82.00 per ton

Please inform me of your decision.

Regards,

  
John Frizalone  
Director of Parks

# Invoice

MULCH-RIGHT, INC.  
76 SKINNERS LANE  
GOSHEN, NEW YORK 10924  
(845)-258-4111

DATE	INVOICE #
3/5/2026	

BILL TO:

SHIP TO:

Town of Haverstraw  
1 Rosman Road  
Garnerville, NY 10923

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
18057		Tr...	3/5/2026			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	1009	Black Dye Mulch Black Dye Mulch is \$24.50 a yard for tractor trailer deliveries which range from 75 to 90 yards	24.50	24.50
1	1006	Playground Mix Playground Mix is \$22.00 a yard for tractor trailer deliveries which range from 75 to 100 yard deliveries	22.00	22.00
1	12700	In-field Mix In-field Mis is \$71.50 a ton Tractor Trailers carry 22 to 24 tons per delivery	71.50	71.50
1	11037	Delivery Charge for load	150.00	150.00
1	12800	Beach Sand Beach Sand is \$82.00 a ton Tractor Trailers carry 22 to 24 tons per delivery	82.00	82.00
1	11037	Delivery Charge	150.00	150.00

**TOTAL**

Thank you for your business.



Devitts Nursery  
56 Devitt Circle  
New Windsor, NY 12553 USA

Ticket #: Q-6815  
Ticket date: 3/6/26  
Station: 01

Sold to: TOWN OF HAVERSTRAW

Ship to:

Customer #: C3773  
Sales Rep: POS

Ship date:  
Location: DEVITTS

Ship-via code:  
Terms:

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
1.00	11812	MULCH BLACK YD		36.00	YD	36.00
		*** Compare at \$42.00 You saved \$6.00 YD				
1.0000	11815	PLAYGROUND MULCH PER YARD		31.00	YD	31.00
		*** Compare at \$40.00 You saved \$9.00 YD				
1.00	11841	INFIELD MIX PER TON		99.00	TON	99.00
1.0000	00022	LONG ISLAND BEACH SAND PER TON		70.00	Each	70.00
		*** Compare at \$80.00 You saved \$10.00 Each				
1.0000	00021	WHITE PLAY SAND PER TON		102.00	Each	102.00
		*** Compare at \$113.00 You saved \$11.00 Each				
1	00004B	BULK DELIVERY LARGE DUMP		250.00	Each	250.00
1.0000	00187	PER DELIVERY		0.00	Each	0.00

User: AODELL

Total line items: 7

Sale subtotal: 588.00  
Tax: 0.00  
Total: 588.00

\*\*\*\*\*  
Total savings: \$36.00  
\*\*\*\*\*

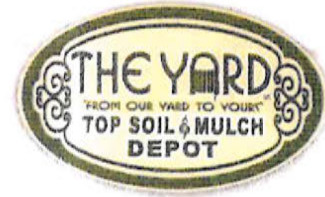
Thank you for Shopping at Devitt's



ESTIMATE

The Yard LLC

2115 Lake Avenue  
Scotch Plains, NJ 07076  
(908) 233-9900



To:  
Town of Haverstraw Parks Dept  
1 Bowline Point Plant Rd, Haverstraw, NY, 10927 /113 Thiells-Mount Ivy Road  
Thiells, NY 10970

Estimate # 4117  
Estimate Date 02/25/2026  
**Total Amount \$3,425.00**

Item	Quantity	Price	Tax1	Tax2	Line Total
Playground Mulch	75.0	\$35.00 / yard			\$2,625.00
Landscape - Soil, Sand, Mulch and Rock Delivery	1.0	\$800.00			\$800.00

Subtotal: \$3,425.00  
Tax: \$0.00  
Past Due Amount: \$0.00  
**Total Amount: \$3,425.00**

Notes

ESTIMATE

The Yard LLC

2115 Lake Avenue  
Scotch Plains, NJ 07076  
(908) 233-9900



To:  
Town of Haverstraw Parks Dept  
1 Bowline Point Plant Rd, Haverstraw, NY, 10927 /113 Thiells Mount Ivy Road  
Thiells, NY 10970

Estimate # 4116  
Estimate Date 02/25/2026  
Total Amount \$3,275.00

Item	Quantity	Price	Tax1	Tax2	Line Total
Black Magic Mulch	75.0	\$33.00 / yard			\$2,475.00
Landscape - Soil, Sand, Mulch and Rock Delivery	1.0	\$800.00			\$800.00

Subtotal: \$3,275.00  
Tax: \$0.00  
Past Due Amount: \$0.00  
Total Amount: \$3,275.00

Notes

Carriere Materials LLC  
 95 Glen Ave  
 Port Chester, NY 10573

# Estimate

Date	Estimate #
3 2 2024	1313

Name / Address
Town of Havestrav Accounts Payable 1 Rosman Road Garnerville, NY 10923

Ship To
Parks Dept

Item	Qty Tons	Price Per Ton	Total
Play Sand	25	70.00	1,750.00
6mm Reddish Orange Mix 10% c	25	100.00	2,500.00

<b>Subtotal</b>	\$4,250.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$4,250.00

Phone #	E-mail
914-937-2136	bs1000@verizon.net



TOWN OF HAVERSTRAW

MEMO

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** March 9, 2026

**Re:** RFQ – Black Mulch  
RFQ – Playground Mulch  
RFQ – Infield Mix

---

I have obtained Request for Quotes (RFQ), for Black Mulch to be used throughout Town facilities. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$24.50 a yard, for approximately 90 yards per delivery at an approximate cost of \$2,205.00 per delivery. An estimated 4 deliveries will be made during 2026, at an approximate cost of \$8,820.00.

I have obtained Request for Quotes (RFQ), for Playground Mulch, to be used on our playgrounds at Bowline Point Park. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$22.00 a yard, for approximately 100 yards to be delivered at a total cost of \$2,200.00.

I have obtained Request for Quotes (RFQ), for Infield Mix, to be used on our Baseball Fields. Please be advised, Mulch Right, from Goshen, NY, had the lowest quote, for the amount of \$71.50 a ton, for approximately 24 tons per delivery at an approximate cost of \$1,866.00 per delivery including delivery load charge. An estimated 3 deliveries will be made during 2026, at an approximate cost of \$5,598.00.

**Quotes – Black Mulch:**

- 1. Mulch Right - \$24.50 per yard
- 2. The Yard Topsoil & Mulch - \$33.00 per yard
- 3. Devitts Nursery - \$36.00 per yard

**Quotes – Playground Mulch:**

- 1. Mulch Right - \$22.00 per yard
- 2. The Yard Topsoil & Mulch - \$35.00 per yard
- 3. Devitts Nursery - \$31.00 per yard



**TOWN OF HAVERSTRAW**

**Quotes – Infield Mix:**

1. Mulch Right - \$71.50 per ton Plus Delivery      3. Carriere Materials LLC – ~~\$90~~<sup>\$100</sup> per ton Delivery  
2. Devitts Nursery - \$99.00 per ton Plus Delivery

Please inform me of your decision.

Regards,

John Frizalone  
Director of Parks



**ESTIMATE**

**The Yard LLC**

2115 Lake Avenue  
Scotch Plains, NJ 07076  
(908) 233-9900



To:  
Town of Haverstraw Parks Dept  
1 Bowline Point Plant Rd, Haverstraw, NY, 10927 /113 Thiells Mount Ivy Road  
Thiells, NY 10970

Estimate # 4116  
Estimate Date 02/25/2026  
**Total Amount \$3,275.00**

Item	Quantity	Price	Tax1	Tax2	Line Total
Black Magic Mulch	75.0	\$33.00 / yard			\$2,475.00
Landscape - Soil, Sand, Mulch and Rock Delivery	1.0	\$800.00			\$800.00

Subtotal: \$3,275.00  
Tax: \$0.00  
Past Due Amount: \$0.00  
**Total Amount: \$3,275.00**

**Notes**

**ESTIMATE**

**The Yard LLC**

2115 Lake Avenue  
Scotch Plains, NJ 07076  
(908) 233-9900



To:  
Town of Haverstraw Parks Dept  
1 Bowline Point Plant Rd, Haverstraw, NY, 10927 /113 Thiells-Mount Ivy Road  
Thiells, NY 10970

Estimate #	4117
Estimate Date	02/25/2026
<b>Total Amount</b>	<b>\$3,425.00</b>

Item	Quantity	Price	Tax1	Tax2	Line Total
Playground Mulch	75.0	\$35.00 / yard			\$2,625.00
Landscape - Soil, Sand, Mulch and Rock Delivery	1.0	\$800.00			\$800.00

Subtotal:	\$3,425.00
Tax:	\$0.00
Past Due Amount:	\$0.00
<b>Total Amount:</b>	<b>\$3,425.00</b>

**Notes**

Quote expires  
April 5, 2026 12:00 am

Devitts Nursery  
56 Devitt Circle  
New Windsor, NY 12553 USA

Ticket #: Q-6815  
Ticket date: 3/6/26  
Station: 01

Sold to: TOWN OF HAVERSTRAW

Ship to:

Customer #: C3773  
Sales Rep: POS

Ship date:  
Location: DEVITTS

Ship-via code:  
Terms:

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
1.00	11812	MULCH BLACK YD *** Compare at \$42.00 You saved \$6.00 YD		36.00	YD	36.00
1.0000	11815	PLAYGROUND MULCH PER YARD *** Compare at \$40.00 You saved \$9.00 YD		31.00	YD	31.00
1.00	11841	INFIELD MIX PER TON		99.00	TON	99.00
1.0000	00022	LONG ISLAND BEACH SAND PER TON *** Compare at \$80.00 You saved \$10.00 Each		70.00	Each	70.00
1.0000	00021	WHITE PLAY SAND PER TON *** Compare at \$113.00 You saved \$11.00 Each		102.00	Each	102.00
1	00004B	BULK DELIVERY LARGE DUMP		250.00	Each	250.00
1.0000	00187	PER DELIVERY		0.00	Each	0.00

User: AODELL

Total line items: 7

Sale subtotal: 588.00

Tax: 0.00

Total: 588.00

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Total savings: \$36.00

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Thank you for Shopping at Devitt's



Carriere Materials LLC  
95 Glen Ave  
Port Chester, NY 10573

# Estimate

Date	Estimate #
3/2/2026	1313

Name / Address
Town of Havestraw Accounts Payable 1 Rosman Road Gamerville, NY 10923

Ship To
Parks Dept

Item	Qty Tons	Price Per Ton	Total
Play Sand	25	70.00	1,750.00
6mm Reddish-Orange Mix 16" c	25	100.00	2,500.00

<b>Subtotal</b>	\$4,250.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$4,250.00

Phone #	E-mail
914-937-2136	bc1000@verizon.net