

**HAVERSTRAW TOWN BOARD
SEPTEMBER 22, 2026**

1. PLEDGE OF ALLEGIANCE

**2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI,
COUNCILMAN KIRSCHKE, 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 SEPTEMBER 8, 2026**

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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. PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 4 – 2026

**THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL
LAW NO. 4 – 2026, A LOCAL LAW ABOLISHING THE OFFICE OF TOWN
ATTORNEY AND DEPUTY TOWN ATTORNEY OF THE TOWN OF HAVERSTRAW.**

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

7. SET DATE FOR RECEIPT OF 2027 TENTATIVE BUDGET

**RESOLVED, THAT THE TOWN CLERK BE AND SHE HEREBY IS
AUTHORIZED TO PUBLISH A NOTICE THAT A SPECIAL MEETING SHALL BE
HELD IN ORDER FOR THE TOWN BOARD TO RECEIVE FROM THE TOWN
CLERK FOR THE 2027 TENTATIVE BUDGET IN ACCORDANCE WITH THE LAW,
AND BE IT FURTHER**

**RESOLVED, THAT SAID SPECIAL MEETING SHALL BE HELD ON
WEDNESDAY, SEPTEMBER 30, 2026, AT 4:00 PM AT THE TOWN HALL, ONE
ROSMAN ROAD, GARNERVILLE, NEW YORK.**

8. A PROCLAMATION FOR 2026 NATIONAL HUNTING & FISHING DAY

WHEREAS, NATIONAL HUNTING AND FISHING DAY WAS DECLARED IN 1972 BY PRESIDENT RICHARD NIXON DESIGNATED THE OBSERVANCE TO OCCUR THE FOURTH SATURDAY IN SEPTEMBER; AND

WHEREAS, THE DAY RECOGNIZES THE CONSERVATIONIST AND PRESERVATIONIST FOUND IN THOSE WHO HUNT AND FISH IN THE COUNTRY DOING SO RESPONSIBLY; AND

WHEREAS, THOSE WHO HUNT AND FISH FOLLOW SAFETY PROCEDURES WHICH KEEP THEM AND OTHERS SAFE, THEY FOLLOW LAWS AND GUIDELINES PUT IN PLACE FOR EACH SEASON; AND

WHEREAS, HUNTERS AND FISHERMEN ENJOY THE BEAUTY OF NATURE AND EXPLORE PARTS OF THE COUNTRY THEY WOULDN'T NORMALLY APPRECIATE, WILDERNESS BRINGS FAMILIES TOGETHER OR FRIENDS FOR TIME TO CONNECT; AND

WHEREAS, CELEBRATES THE TIME-HONORED TRADITIONS OF HUNTING, ANGLING, AND THE IMMENSE CONSERVATION AND ECONOMIC CONTRIBUTIONS MADE OVER TIME BY SPORTSMEN AND WOMEN; AND

WHEREAS, AS THE ORIGINAL CONSERVATIONISTS, SPORTSMEN AND WOMEN HAVE BEEN THE GREATEST FUNDERS AND SUPPORTERS OF SCIENCE-BASED WILDLIFE MANAGEMENT THROUGH THE AMERICAN SYSTEM OF CONSERVATION FUNDING; AND

WHEREAS, IS THE MOST IMPORTANT CELEBRATION FOR ENCOURAGING AMERICA'S HUNTING AND ANGLING TRADITIONS, AND THE ECONOMIC AND CONSERVATION PROFITS PROVIDED BY SPORTSMEN AND WOMEN; NOW THEREFORE BE IT

RESOLVED, THAT I, HOWARD T. PHILLIPS, JR., BY VIRTUE OF THE AUTHORITY VESTED IN ME AS SUPERVISOR OF THE HISTORIC TOWN OF HAVERSTRAW, DO HEREBY RECOGNIZE NATIONAL HUNTING & FISHING DAY AS THE MOST ESSENTIAL CELEBRATION FOR ENCOURAGING HUNTING AND FISHING TRADITIONS, AND HIGHLY ENCOURAGE ALL RESIDENTS IN THE TOWN OF HAVERSTRAW TO PARTICIPATE AND ENJOY THE NATURAL BEAUTY AROUND US.

**HAVERSTRAW TOWN BOARD
SEPTEMBER 22, 2026**

**HOWARD T. PHILLIPS, JR.
SUPERVISOR**

9. AWARD OF RFQ NO. 31 - 2026 – TO PROVIDE AND OPERATE RIDES FOR THE TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL

RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO SENIOR CLERK OLIVIA HITCHINGS, TO PROVIDE AND OPERATE RIDES FOR THE 2026 TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 31 2026 TO PETERSON PARTY RENTALS OF STONY POINT, NEW YORK, THE SOLE PROVIDER, AT A COST OF \$10,525.00.

10. AUTHORIZATION FOR SUPERVISOR TO SIGN THE PAYMENT IN LIEU OF TAXES AGREEMENT AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND VILLAGE SQUARE OF HAVERSTRAW, LLC

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN THE PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND VILLAGE SQUARE OF HAVERSTRAW, LLC.

11. AUTHORIZATION FOR SUPERVISOR TO SIGN INTERMUNICIPAL AGREEMENTS BETWEEN THE TOWN OF HAVERSTRAW AND THE VILLAGE OF WEST HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN INTERMUNICIPAL AGREEMENTS BETWEEN THE TOWN OF HAVERSTRAW AND THE VILLAGE OF WEST HAVERSTRAW RELATING TO SOLID WASTE, RECYCLABLE AND RELATED COLLECTION SERVICES AT 47 N. WAYNE AVENUE AND 50 N. WAYNE AVENUE IN THE TOWN OF HAVERSTRAW.

12. AWARD OF RFQ NO. 32-2026 – SHIRTS FOR THE 2026 TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL

RESOLVED, THAT THREE (3) RFQs WERE SUBMITTED TO JOHN FRIZALONE, DIRECTOR OF PARKS , FOR ONE HUNDRED EIGHTY-THREE (183) GILDAN 2400 SHIRTS FOR TOWN STAFF AND VOLUNTEERS FOR THE 2026 TOWN OF HAVERSTRAW HALLOWEEN FESTIVAL, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 32- -2026 TO ANCO ENTERPRISES OF HAVERSTRAW, NEW YORK, AT A COST OF \$1,900.00, THE LOWEST QUOTE.

13. AWARD OF CONTRACT TO STORR TRACTOR COMPANY. – PURCHASE EQUIPMENT FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A CONTRACT WITH STORR TRACTOR COMPANY OF BRANCBURG, NEW JERSEY TO PURCHASE ONE (1) MODEL # KX523 (39.55427) VENTRAC 52” SNOW BLOWER PLUS ACCESSORIES AT A COST OF \$6,740.45 FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT, PURSUANT TO SOURCEWELL CONTRACT # 112624-TTC.

14. AWARD OF RFQ NO. 33 - 2026 TO ALL AMERICAN MASONRY, INC. – INSTALL FRONT WALKWAY AT THE ENTRANCE OF LYNCH’S ON THE GREEN RESTAURANT LOCATED AT THE PHILIP ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, DIRECTOR OF PARKS TO PROVIDE LABOR AND MATERIAL TO INSTALL FRONT WALKWAY AT THE ENTRANCE OF LYNCH’S ON THE GREEN RESTAURANT LOCATED AT THE PHILIP ROTELLA MEMORIAL GOLF COURSE, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 33- 2026 TO ALL AMERICAN MASONRY INC. OF STONY POINT, NEW YORK AT A COST OF \$7,100.00, THE LOWEST QUOTE.

15. APPROVAL OF CHANGE ORDER NO. 1 – BOWLINE PARK POOL IMPROVEMENTS PROJECT

BASED UPON THE RECOMMENDATION OF MICHAEL E. TAMBLIN, P.E., TOWN CONSULTANT ENGINEER, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 1 WITH RAY PALMER ASSOCIATES, INC. OF DOVER, NEW JERSEY FOR THE BOWLINE PARK POOL IMPROVEMENTS PROJECT TO REPLACE MODULAR BLOCK WALL WITH CAST IN PLACE CONCRETE (\$7,977.75), RECONDITION THE SHADE STRUCTURE FRAMES (\$7,230.00), ADDITIONAL CONCRETE DECKING (\$7,475.13), PROVIDE DECK DRAIN PIPING (\$20,646.55), ADDITIONAL LINEAR DECK DRAIN (\$30,026.48), MODIFICATIONS TO EXISTING SURGE TANK (\$6,626.63), PERFORM CONCRETE TESTING (\$2,995.00), REVISE WATER STOP (-\$10,180.00), AND REHABILITATE EXISTING DIVE BASE (-\$31,385.00), FOR A TOTAL NET AMOUNT OF \$41,412.54.

16. AWARD OF RFP NO. 15 - 2026 – REPAIR OF A 2021 FORD POLICE INTERCEPTOR UTILITY VEHICLE AWD DAMAGED BY A MOTOR VEHICLE ACCIDENT

RESOLVED, THAT FOUR (4) RFPs WERE SUBMITTED TO POLICE CHIEF JOHN J. GOULD FOR THE REPAIR OF A 2021 FORD POLICE INTERCEPTOR UTILITY VEHICLE AWD DAMAGED BY A MOTOR VEHICLE ACCIDENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 15 - 2026 TO THE PAINTER OF HAVERSTRAW, NEW YORK, AT A COST OF \$3,054.95, THE LOWEST PROPOSAL.

TOWN OF HAVERSTRAW LOCAL LAW NO. 4 OF THE YEAR 2026
A LOCAL LAW ABOLISHING THE APPOINTIVE OFFICE OF
TOWN ATTORNEY OF THE TOWN OF HAVERSTRAW AND
PROVIDING FOR THE RETENTION OF OUTSIDE LEGAL
COUNSEL

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

SECTION 1. TITLE; This Local Law shall be known and may be cited
as the "Local Law Abolishing the Office of Town Attorney and Deputy
Town Attorney of the Town of Haverstraw."

SECTION 2. LEGISLATIVE INTENT AND PURPOSE

Pursuant to the authority granted under Section 10 of the Municipal
Home Rule Law of the State of New York, the Town Board of the Town
of Haverstraw seeks to optimize municipal efficiency, maximize
taxpayer resources, and access specialized legal expertise. The Town
Board finds that transitioning from a salaried internal department to an
on-demand contract structure for private legal services is in the best
financial and structural interests of the Town. This Local Law explicitly
supersedes the default framework found in New York State Town Law
Section 20(2)(a)

.SECTION 3. ABOLITION OF THE OFFICE OF TOWN ATTORNEY

Effective upon the date specified in Section 7 of this law, the appointive
office of Town Attorney and Deputy Town Attorney for the Town of
Haverstraw is hereby abolished. All duties, responsibilities, and
authority historically associated with the internal public office of Town
Attorney and Deputy Town Attorney are hereby terminated.

SECTION 4. CONCURRENT REPEAL OF CODE PROVISIONS

Any and all prior local resolutions, codes, or provisions within the Town Code of the Town of Haverstraw that establish, describe, or set compensation for an internal public office of Town Attorney are hereby repealed, struck down, and declared null and void.

SECTION 5. PROVISION FOR RETENTION OF LEGAL COUNSEL

Following the effective date of this law, the Town Board of the Town of Haverstraw shall retain independent, private law firms or specialized legal counsel on a contractual, independent contractor basis. Such counsel shall perform necessary legal services for the Town, including litigation, labor negotiations, land-use matters, and general advisory services, under terms and compensation explicitly approved by the Town Board via resolution. In all instances in which the Code, laws, rules regulations and/or ordinances of the Town refer to actions to be taken by the Town Attorney and/or Deputy Town Attorney, the same are hereby amended and superseded to provide that the attorney or law firm retained by the Town to provide general legal services shall act in place of a Town Attorney or Deputy Town Attorney

SECTION 6. SEVERABILITY

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy.

SECTION 7. EFFECTIVE DATE

This Local Law shall take effect as of October 31,2026 or upon its filing with the New York Secretary of State in accordance with Section 27 of the Municipal Home Rule Law, whichever date is later.

M. PETERSON BROTHERS LLC

6 PATRICK NATALE CT
STONY POINT, NY 10980-3638
516-670-5798

Invoice #10115**Created**

September 18, 2026

Customer

Olivia Hitchings
Town of Haverstraw
845-429-2200
bowlinereg@gmail.com
1 Rosman Road
Garnerville, New York 10923

Invoice Title

Town of Haverstraw 2026 Halloween Festival

Due

October 24, 2026

Items	Taxable	Quantity	Price	Amount
Bungee Jumper - 4 Station		1.00000	\$1,875.00	\$1,875.00
Star Wars 50' Obstacle Course - Dry		1.00000	\$900.00	\$900.00
60' Wacky Millennium II Obstacle Course		1.00000	\$1,250.00	\$1,250.00
Large Bounce Combo Castle		1.00000	\$575.00	\$575.00
HeroBlast Laser Tag - 12 Unit Package with Field Setup Pop Up Tents		1.00000	\$1,000.00	\$1,000.00
Dance Dance Revolution Extreme		1.00000	\$1,350.00	\$1,350.00
Galaxy Meltdown 8 Player with Operator		1.00000	\$1,875.00	\$1,875.00
Marble Obstacle Course		1.00000	\$900.00	\$900.00
Dual Lane Slide - Dry		1.00000	\$800.00	\$800.00
			Subtotal	\$10,525.00
			Tax (0%)	\$0.00
			Total	\$10,525.00

Message

Thank you for your business!

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of August 1, 2026, is by and between VILLAGE SQUARE OF HAVERSTRAW, LLC, a limited liability company organized and existing under the laws of the State of New York ("Village Square"), the VILLAGE OF HAVERSTRAW, New York (the "Village"), the TOWN OF HAVERSTRAW, New York (the "Town"), the HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT, Garnerville, New York (the "School District"), the COUNTY OF ROCKLAND, New York (the "County") and the COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY, a New York public benefit corporation (the "Agency").

W I T N E S S E T H

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") authorizes and provides for the creation of industrial development agencies in the several counties, cities, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, furnish and dispose of one or more projects for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, civic, research, and commercial facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the "Act") the Agency, which has been created and established pursuant thereto for the benefit of the County, proposes to undertake providing financial assistance for the project described below; and

WHEREAS, Village Square submitted an Application for Financial Assistance (the "Application") to the Agency on behalf of itself for financial assistance with respect to the proposed project consisting of a \$17,030,000 project consisting of the acquisition and development of land of approximately 0.97 acres located at 49 West Broad Street, Haverstraw, in the Village of Haverstraw in the Town of Haverstraw, New York (the "Premises") and the construction thereon of a multi-family development consisting of 60 residential rental units with modern amenities (the "Project"), improvements to and renovation of the Premises, and acquisition of machinery and equipment to be installed on the Premises (the "Equipment"), all for the purpose of multi-family housing (all of the foregoing being collectively referred to as the "Project"), all to be located in the Town of Haverstraw; and

WHEREAS, the Agency adopted a resolution on June 12, 2025, inducing the Project to proceed and acknowledging its intent to provide financial assistance for the Project; and

WHEREAS, on July 11, 2025, the Agency published in *The Journal News* a notice of a public hearing for the Project to be held on July 22, 2025, which public hearing was duly held at the Haverstraw Village Hall, 40 New Main Street, Haverstraw, New York 10927; and

WHEREAS, the Agency adopted a resolution on July 23, 2025, approving, among other things, financial assistance for the Project in the form of payments in lieu of taxes, in such amounts as shall be approved by the affected taxing jurisdictions.

WHEREAS, the Premises will be owned by Village Square and leased to the Agency pursuant to a Company Lease Agreement, dated as of August 1, 2026 (the "Company Lease"), and

WHEREAS, pursuant to a Lease Agreement, dated as of August 1, 2026 (the "Lease Agreement"), the Agency will sublease its interests in the Premises to Village Square; and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements acquired by it or under its jurisdiction or control or supervision; and

WHEREAS, pursuant to Section 925-1 of the Act, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the County, Town, Village and the School District ("PILOT Payments"); and

WHEREAS, Section 952-1 of the Act further requires that beneficiaries of financial assistance for projects of the Agency subject to payments in lieu of real property taxes and school taxes agree to make such payments to the Agency or the appropriate taxing jurisdictions; and

WHEREAS, the Agency has determined that it is both necessary and desirable that this Agreement be entered into in connection with the straight lease transaction concurrently or previously entered into with respect to the Project (the "Straight Lease Transaction").

NOW, THEREFORE, in consideration of the foregoing and the actions to be taken by the Agency, Village Square with respect to the Project, the County, the Town, the Village, the School District and the Agency hereby agree as follows:

1. Village Square hereby covenants and agrees to pay, so long as the Agency is the lessee of the Project pursuant to the Company Lease, PILOT Payments to the County, the Town, the Village, and the School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special benefit districts, and any other districts now or hereinafter created, as they now pay or would pay in accordance with the Real Property Tax Law, except as expressly modified by this Agreement.

2. Prior to and after the PILOT Period (defined herein), the Project is to be assessed in the same manner as other similar properties in the Village, by the Village Assessor for the Village (the "Village Assessor"), in the Town, by the Town Assessor for the Town (the "Town

Assessor”) and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category “Exempt Properties”.

3. Village Square acknowledges, agrees and accepts – the assessed valuation of \$4,446,000 (\$360,000 for the Village) as set forth in the table below; such assessed value shall be apportioned between the tax identification numbers set forth on the cover page hereof, as applicable, such that the total assessed value shall be apportioned to reflect, either by units or square footage, the percentage that either method produces when calculated from either the total number of units or the total square footage of the structure, whichever the case may be, and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Premises so long as the assessed valuation does not change. For greater certainty, the above referenced \$4,446,000 assessed value (\$360,000 for the Village) shall also be used for the calculation of the special district taxes; for the Premises as published in the assessment roll of the Town and for the Village. For the purposes of this paragraph, a change in assessed valuation as a consequence of a Village, a Town or County-wide revaluation shall not be considered a change in the assessed valuation as long as the assessed valuation of the subject property does not increase relative to the total non-homestead taxable assessment base in the Village or the Town. It is a condition to the effectiveness of this Agreement that Village Square execute documents satisfactory to the Tax Assessor of the Town of Haverstraw (the “Tax Assessor”), terminating and irrevocably releasing any and all grievances, requests for tax abatement, tax appeals or the like administrative, judicial or other appeal relative to the past, current and future taxes on the Premises, in a form that is acceptable to the Tax Assessor.

4. Village Square acknowledges and agrees that pursuant to applicable law the Premises will remain on the tax rolls until the March 1, 2027 taxable status date, and the PILOT Benefits authorized and granted hereunder shall commence with the School District Tax Year beginning July 1, 2027, the Village Tax Year beginning June 1, 2027, and with the Town and County Tax Year beginning January 1, 2028. Until such time taxes (and not PILOT Payments) shall be due and payable with respect to the School District, Town, Village and County, as applicable, in accordance with the current 2026 assessed values for each such tax map no. Thereafter, the total assessments will follow the schedule set forth below.

5. Village Square agrees to pay all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, the Town, the Village, and the School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The County, the Town, the Village and the School District shall notify or cause Village Square to receive notice from each thereof or from anyone thereof acting on behalf of any of the others of the amount of any payment due. In the event Village Square shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of Village Square until fully paid and Village Square agrees to pay the same to the affected taxing jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, at the rates set forth in Section 874(5) of the General Municipal Law of the State of New York.

6. Village Square agrees to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year (each a "Tax Year") immediately following the first taxable status date the Agency is the Lessee of record of the Premises (which date will be March 1, 2027, and is referred to as the "Taxable Status Date") determined pursuant to the provisions of the Real Property Tax Law (the "PILOT Commencement Date") expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The period beginning on the PILOT Commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the "PILOT Period". The PILOT Commencement Date with respect to the School District shall be July 1, 2027. The PILOT Commencement Date with respect to the Village shall be June 1, 2027. The PILOT Commencement Date with respect to the Town and County shall be January 1, 2028. The PILOT Period, with respect to each taxing jurisdiction shall be the period beginning on the applicable PILOT Commencement Date and ending on the seventeenth (17th) anniversary thereof.

7. PILOT Payments Generally. During the PILOT Period, Village Square shall be obligated to make PILOT Payments in the amounts determined pursuant to and on the due dates set forth in this Section.

Project PILOT Payments.

(a) Determination of PILOT Payments Due to the County, the Town, the Village and the School District.

For purposes of determining PILOT Payments, Village Square shall make PILOT Payments for each applicable tax fiscal year, with respect to the Premises, which shall be apportioned to the County, the Town, the Village and the School District in the respective amounts set forth in the columns labeled "County", "Town", "Village" and "School District" in the table below, respectively. PILOT payments for the Town, County and School District will be paid by Village Square to the Assessor of the Town of Haverstraw. PILOT Payments for the Village will be paid to the Village Clerk of the Village of Haverstraw.

Years	Deemed Assessed Value Town	Deemed Assessed Value Village	Town	School	County	Village	Total
Const	\$ 182,000	\$ 27,200	\$ 4,723	\$ 8,747	\$ 700	\$ 3,324	\$ 17,494
Const	182,000	27,200	4,818	8,922	714	3,390	17,844
1	4,446,000	360,000	33,696	62,400	4,992	23,712	124,800
2	4,446,000	360,000	34,370	63,648	5,092	24,186	127,296
3	4,446,000	360,000	47,035	87,102	6,968	33,099	174,204
4	4,446,000	360,000	54,084	100,156	8,012	38,059	200,312
5	4,446,000	360,000	61,395	113,695	9,096	43,204	227,390
6	4,446,000	360,000	68,976	127,733	10,219	48,539	255,466
7	4,446,000	360,000	76,832	142,281	11,382	54,067	284,562
8	4,446,000	360,000	84,986	157,381	12,590	59,805	314,762
9	4,446,000	360,000	100,176	185,511	14,841	70,494	371,022
10	4,446,000	360,000	109,056	201,955	16,156	76,743	403,910

11	4,446,000	360,000	118,263	219,006	17,520	83,222	438,012
12	4,446,000	360,000	127,788	236,644	18,932	89,925	473,288
13	4,446,000	360,000	137,637	254,883	20,391	96,856	509,766
14	4,446,000	360,000	147,840	273,778	21,902	104,036	547,556
15	4,446,000	360,000	150,789	279,238	22,339	106,110	558,476
			\$ 1,362,463	\$ 2,523,080	\$ 201,846	\$ 958,770	\$ 5,046,160

For each Tax Year during the PILOT Term, the deemed assessed value of the Project as will appear on the annual Town tax roll and annual Village tax roll is set forth on the table above in this Section 7. The deemed assessed values are for assessment purposes only and not with respect to calculating PILOT Payments due. However, the deemed assessed values will be used by the taxing jurisdictions for the calculation of ad valorem taxes and assessments not included in the PILOT payments such as special districts.

(b) For Purposes of All Other Taxing Jurisdictions and Assessments.

For all other taxing jurisdictions and assessments, the Premises shall be assessed and Village Square shall pay the full amount of the applicable taxes or assessments which Village Square would have paid if the Agency were not involved in the project.

8. Security For PILOT Payments.

(a) Requirements. On or prior to March 1, 2027, (and by March 1 of succeeding years as is applicable) Village Square shall provide security for the obligations hereunder by delivering an irrevocable evergreen standby letter of credit (the "Letter of Credit") in the stated amount of \$18,000 for the two-year construction period, \$375,000 for years 1 through 9 of the PILOT Term, and \$560,000 for years 10 through 15 of the PILOT Term in substantially the form attached hereto as Exhibit C which shall be issued by a commercial bank (the "Bank") reasonably acceptable to the Town Assessor, the Town Clerk and the Village Clerk. The Letter of Credit shall be for a term of at least one year and shall be continuously renewed, extended or replaced and adjusted in amount so that it remains in effect until the earlier to occur of (i) all PILOT Payments due or to become due pursuant to this Agreement shall have been paid in full and (ii) January 1, 2044. The Letter of Credit shall, upon each draw by the Town Assessor, the Town Clerk and the Village Clerk thereon, be replenished to the required stated amount on or prior to the Tax Year following the Tax Year during which the draw occurred. The Letter of Credit shall serve as security for the performance of Village Square's obligations hereunder. Upon the delivery of any new Letter of Credit by Village Square pursuant to this Section, the Town Assessor, the Town Clerk and the Village Clerk shall return the previously delivered Letter of Credit. Failure to maintain the Letter of Credit, to replenish the Letter of Credit following a draw, shall be a default under this Agreement.

(b) Drawings for Non-Renewal. The Town Assessor and the Village Clerk shall each have the unconditional right to immediately draw upon the Letter of Credit for the full stated amount in the event that any required renewal, extension or replacement of the Letter of Credit is not made earlier than the date which is 30 days prior to its expiration date. The proceeds of any such drawing shall be held by the Town and the Village as cash collateral to

secure the performance of the Contract Services and, in the event of a material breach of this Service Contract following any such drawing, may be retained by the Town and the Village as payment or partial payment of damages resulting therefrom.

9. For the purposes of this Agreement, the applicable tax fiscal year for the School District tax shall be July 1 through June 30, the applicable tax fiscal year for the Village tax shall be June 1 through May 31, the applicable tax fiscal year for the County and Town taxes shall be the calendar year (January 1 through December 31). All PILOT Payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the Town, Village and School District.

10. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period or (ii) the seventeenth (17th) anniversary of the PILOT Commencement Date, or (iii) the date the Lease Agreement terminates.

11. For the purposes of this Agreement, any one or more of the following events shall constitute an "Event of Default" hereunder, entitling the Agency to terminate this Agreement following notice and failure to cure within thirty days:

(a) Failure of Village Square to make any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement; or

(b) Failure of Village Square to comply with any other terms and conditions of this Agreement; or

(c) An event of default under the Lease Agreement or failure to comply with any other agreement executed by Village Square in connection with the Straight Lease Transaction.

12. Village Square shall also be obligated to make payments to the Town Receiver of Taxes and the Village Clerk or other applicable collector of taxes or assessments in respect of assessments for local improvements and any and all special and/or benefits assessments from the date the Premises becomes listed as exempt property of record as required by the affected taxing jurisdiction or special district. Nothing contained herein shall exempt Village Square from paying all fire district taxes, special district benefits assessments or user charges, including sewer and water rents relating to the Project, solid waste charges, and other assessments or fees imposed on the Premises or which may subsequently be imposed on the Premises in the future.

13. It is agreed that Village Square shall receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and judicially, any change in assessment or any other matter relating to the Premises as if the taxes were levied against Village Square as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3. This Paragraph 13 is not to be interpreted as providing Village Square with a right to contest an assessment in the event of a Village, a Town or County-wide revaluation beyond the language of Paragraph 3. To the extent that Paragraph 13 conflicts or is inconsistent with Paragraph 3, then the language in Paragraph 3

shall prevail. Village Square shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts it/they hereby obligate themselves to pay in lieu of taxes, including judicial appeal thereof, as if it/they were a property owner not exempt from taxation. The Agency shall join in any proceeding for obtaining relief under this paragraph to the extent that the Agency's consent is required for Village Square to undertake such procedure provided, however, that Village Square collectively, without duplication, shall continue to make PILOT Payments required hereunder.

14. The benefits and obligations of Village Square under this Agreement shall not be assigned without the written consent of the County, Town, the Village, the School District and the Agency.

15. In the event any part of the Agency's interest in the Project is transferred from the Agency to another entity, the provisions of New York State Real Property Tax Law §520 shall apply.

16. It is understood and agreed by the parties to this Agreement that the Agency, the County, the Town, the Village, and the School District are entering into this Agreement in order to provide financial assistance to Village Square for the Project and to accomplish the public purposes of the Act. In consideration therefor, Village Square hereby agrees that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, Village Square shall pay to the Town Tax Assessor and the Village Clerk as a return of public benefits conferred by the Agency as follows:

- (1) one hundred percent (100%) of the Benefits if the Recapture Event occurs during the 1st through 4th year of the PILOT Period;
- (2) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 5th or 6th year after the Commencement Date of the PILOT Period;
- (3) sixty percent (60%) of the Benefits if the Recapture Event occurs during the 7th or 8th year of the PILOT Period; and
- (4) forty percent (40%) of the Benefits if the Recapture Event occurs during the 9th through the 17th year of the PILOT Period.

The Tax Assessor shall then allocate and pay to the County, Town, Village and School District their respective share of the Benefits when received.

The term "Benefits" shall mean all real estate tax benefits which have accrued to the benefit of Village Square during such time as the Agency was a lessee of the Project by reason of the Agency's participation in the Project, such tax benefits to be computed by subtracting the PILOT Payments in any other assessments or payments paid by Village Square hereunder from those payments which Village Square would have been required to pay if Village Square had been the owner of the Project with no Agency participation.

The term "Recapture Event" shall mean any of the following events:

(a) Village Square shall have liquidated its operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its reasonable discretion;

(b) Village Square shall have ceased all or substantially all of its operations at the Premises (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);

(c) Village Square shall have transferred all or substantially all of its employees working at the Project to a location outside of the County;

(d) Village Square shall have effected a substantial change in the scope and the nature of the operations of either of them at the Premises, as determined by the Agency in its sole discretion;

(e) Village Square shall have subleased all or any portion of the Premises without the prior written consent of the Agency;

(f) Village Square shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Premises, except in connection with a transfer or other disposition to any corporation or other entity into or with which Village Square may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Village Square;

(g) Village Square shall have defaulted under the terms of the Lease Agreement or under any document executed by Village Square in connection with the Straight Lease Transaction;

(h) Village Square shall have exercised its rights to terminate the Lease Agreement pursuant to Section 8.1 thereof; or

(i) A default shall have occurred under this Agreement.

For purposes of subparagraph (f), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with Village Square, as applicable. A successor of Village Square, as applicable, shall mean (i) a corporation or other entity into which or with which Village Square, as applicable, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of Village Square, as applicable and assumes all the obligations and liabilities of Village Square, as applicable.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Premises, or (ii) the inability at law of Village Square to rebuild, repair, restore or replace the Premises after the

occurrence of a Loss Event (as that term is defined in the "Lease Agreement") to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of Village Square.

Village Square covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Premises or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

The provisions of this Paragraph 16 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

17. Village Square specifically understands and agrees that the benefits provided in this Agreement apply to the Project. Any additional construction by Village Square upon the Premises shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School District, Town, Village and County, the additional construction on the Premises shall no longer be entitled to the benefits provided in Paragraph 7 of this Agreement and Village Square shall thereafter make PILOT Payments relating to the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

18. The County, Town, Village and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

19. Obligations arising out of this Agreement are solely the responsibility of Village Square and not the Agency and are payable out of receipts, funds or other monies of Village Square.

20. (a) Village Square shall at all times protect and hold the Agency, the County, the Town, the Village and the School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, the County, the Town, the Village and the School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or Village Square, or performance by the Indemnified Party or Village Square of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Village Square agrees to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

21. This Agreement may not be modified, amended, supplanted or changed without the written consent of each of the parties hereto.

22. This Agreement may be executed by one or more parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

23. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

- (a) if to the Agency, to:
County of Rockland Industrial Development Agency
254 South Main Street, Suite 410
New City, New York 10956
Attn: Chairman

with a copy to the Executive Director of the Agency at the same address,

- (b) if to Village Square, to:
Avrohom Schwartz
12 Challenger Court
Monsey, New York 10952
- (c) if to the Town, to:
Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923
Attn: Supervisor
- (d) if to the County, to:
County Office Building
11 New Hempstead Road, New City, New York 10956
Attention: County Executive.
- (e) If to the Town Assessor, to:
Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923
Attn: Town Assessor
- (f) if to the School District to:
Haverstraw-Stony Point Central School District
65 Chapel Street
Garnerville, New York 10923
Attention: Superintendent

- (g) If to the Village Assessor, to:
Village of Haverstraw
40 New Main Street
Haverstraw, New York 10927
Attn: Village Assessor

The Agency, the County, the Town, the Village, the School District, the Town Assessor, the Village Assessor, Village Square may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

24. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard or giving effect to the principles of conflicts of law thereof.

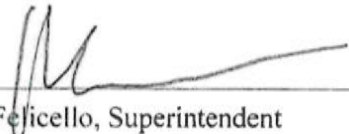
The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State of New York, County of Rockland.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

TOWN OF HAVERSTRAW

By: _____

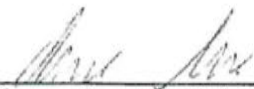
HAVERSTRAW-STONY POINT
CENTRAL SCHOOL DISTRICT

By: 
Kris Felicello, Superintendent

COUNTY OF ROCKLAND

By: _____
Edwin J. Day
County Executive

VILLAGE SQUARE OF HAVERSTRAW,
LLC _____

By: 
Name: Avrohom Schwartz
Title: Member

VILLAGE OF HAVERSTRAW

By: 
Name: Michael F. Kohut
Title: Mayor

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On the 12 day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared Avraham Schwartz personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

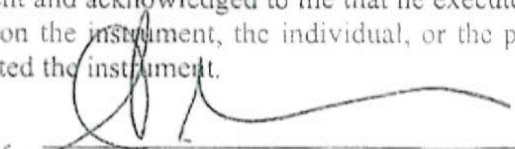


Notary Public

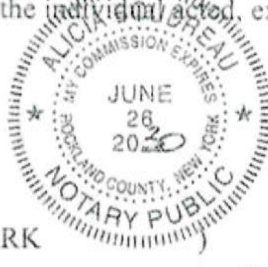
DAVID GLICK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GL6138747
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES DECEMBER 27, 2029

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On the 18th day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared Michael F. Kohut personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On the ____ day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared STEVEN PORATH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Steve Porath
Executive Director

HAVERSTRAW ASSESSOR

By: _____
Harley V. McNally

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the 31 day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared Kris Felicello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARY FRANCO
NOTARY PUBLIC, STATE OF NEW YORK
NO - 01FR0051734
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 1st, 2030



Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared Edwin J. Day, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared STEVEN PORATH personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of August in the year two thousand twenty-six before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT B

RESERVED

EXHIBIT C

FORM OF LETTER OF CREDIT

[Date]

Town Assessor
Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923

Ladies and Gentlemen:

1. At the request and for the account of Village Square LLC (the "Account Parties"), we hereby establish in your favor, our irrevocable Letter of Credit No. _____ (the "Letter of Credit") in the initial amount or U.S. \$ _____ (the "Stated Amount"), effective immediately and expiring at the close of business ([Insert Name of Location of Bank] time) on _____, _____ (the "Stated Termination Date"). All drawings under this Letter of Credit shall be paid with our own funds.
2. This Letter of Credit is automatically renewable without amendment for an additional one (1) year period from the Stated Termination Date, or any future Stated Termination Date, unless at least sixty (60) days prior to any Stated Termination Date we notify you, by certified mail or courier service, that we elect not to consider this Letter of Credit renewed for any such additional period.
3. We hereby irrevocably authorize you to draw on us, in an aggregate amount not to exceed the Stated Amount and in accordance with the terms and conditions, in one or more drawings by one or more of your drafts in the form of Annex A attached hereto, payable at sight by you or your authorized agent or attorney (your "Representative") on a Business Day (as hereinafter defined), and accompanied by your written and completed certificate in substantially the form of Annex B attached hereto (any such draft accompanied by such certificate being your "Drawing Certificate"), an aggregate amount not exceeding the Stated Amount, representing amounts payable to you by the Account Parties under a Payment In Lieu of Taxes Agreement, dated as of _____, 2026, among the Account Parties, the County of Rockland Industrial Development Agency, the Town of Haverstraw, the Haverstraw-Stony Point Central School District and the County of Rockland (the "PILOT Agreement").
4. Each Drawing Certificate drawn under this Letter of Credit must be dated the date of presentation and bear on its face the clause "Drawn under [Insert Name of Bank] Irrevocable Letter of Credit No. _____."
5. Funds under this Letter of Credit shall be available to you against receipt by us of your Drawing Certificate. Presentation of any such Drawing Certificate by you or your Representative shall be made at our office located at:

[Bank Name and Address]

Attention: Letter of Credit Department

Telephone no. _____

Telecopy no. _____

Demand for payment hereunder may also be made in the form of a facsimile transmission of the appropriate Drawing Certificate hereunder to the address and telecopy number shown above. You must confirm receipt of each telecopied Drawing Certificate by telephoning the number shown above. Only upon such confirmation shall the demand under such Drawing Certificate be made. As used herein, the term "Business Day" means any day, other than a Saturday or Sunday or other day on which we at our aforesaid office are authorized or required by law or executive order to close.

6. In the case of a presentation of a Drawing Certificate hereunder, if such Drawing Certificate is presented hereunder by sight or facsimile transmission as permitted hereunder, by 11:00 a.m. ([Insert Name of Location of Bank] time), on a Business Day, and provided that such Drawing Certificate strictly conforms to the terms and conditions hereof, payment shall be made to you, or to your designee, of the amount specified, in immediately available funds, not later than 3:00 p.m. ([Insert Name of Location of Bank] time) on the same day or such later Business Day as you may specify. If a Drawing Certificate is presented by you or your Representative hereunder after the time specified hereinabove, on a Business Day, and provided that such Drawing Certificate strictly conforms to the terms and conditions hereof, payment shall be made to you, or to your designee, of the amount specified, in immediately available funds, not later than 1:00 p.m. ([Insert Name of Location of Bank] time), on the next Business Day thereafter or on such later Business Day as you may specify. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank of New York funds to your or your designee's account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into an account that you or your designee maintains with us.

7. Upon honoring any Drawing Certificate presented by you or your Representative hereunder, the Stated Amount and the amount available to be drawn hereunder by you by any subsequent Drawing Certificate shall be automatically and permanently decreased by the amount stated in each drawing hereunder, unless we in our sole discretion notify you that this Letter of Credit has been reinstated to the original Stated Amount.

8. Only you or your Representative may make a drawing under this Letter of Credit. Upon any payment to you, your designee, your or your designee's account, of the amount demanded hereunder, we shall be fully discharged of our obligation under this Letter of Credit with respect to such demand for payment, and we shall not thereafter be obligated to make further payments under this Letter of Credit with respect to that payment to you.

9. Except as set forth in the next paragraph and the certificates referred to herein, this Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement

referred to herein (including, without limitation, the Service Contract); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except as set forth in the next paragraph and for the certificates referred to herein.

10. This Letter of Credit is to be construed in accordance with the International Standby Practices 1998, International Chamber of Commerce Publication 590 (the "ISP98"), and any subsequent revisions thereto, as interpreted by the laws of the State of New York.

Very truly yours,

[Name of Bank]

Signature: _____

Printed Name: _____

Title: _____
(Authorized Officer)

MAYOR
Robert R. D'Amelio

TRUSTEES
Robert J. LaGrow
Ramon Lopez
Kenia Serrano
Peter R. Eckert

CONFIDENTIAL ASST. TO THE MAYOR
Katherine M. Welsh



VILLAGE CLERK
O. Fred Miller

VILLAGE ATTORNEY
John S. Edwards

VILLAGE TREASURER
Marianne A. Panicucci

DEPUTY VILLAGE CLERK
Laura Bidewy-Zitofsky

Via Email: supervisor@townofhaverstraw.org

March 16, 2026

Supervisor Howard T. Phillips, Jr.
Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923

**Re: Solid Waste and Recycling Pickup Services
47 N. Wayne Ave.**

Dear Supervisor Phillips:

In regard to your request of the Mayor that the Village continue to provide solid waste and recycling services to the 3-family home at 47 N. Wayne Ave., at Town expense, the following charges will apply:

Container cost (one time cost):

9 containers (3 for solid waste; 3 for paper; and 3 for co-mingled
@ \$73.00 per container) **\$ 657.00**

Annual Pickup and Disposal Cost (Pro-rated for 2025-26):

Three-family pickup and disposal for the balance of the 2025-26
fiscal year (March through May) (\$1,724.35 / 12 x 3) **\$ 431.09**

Total Due: \$1,088.09

We will notify you of the cost for the 2026-27 fiscal year after the user fee has been established through the budget process.

Anticipating that you will wish to move forward, I enclose an invoice in the above amount.

Please give me a call with any questions.

Very truly yours,

Marianne A. Panicucci
Village Treasurer

**CC: Robert R. D'Amelio, Mayor
John S. Edwards, Village Attorney**

INVOICE

INVOICE: 0001
DATE: 03/16/2026

FOR:
Solid Waste & Recycling Pickup Services –
47 N. Wayne Avenue

Make all checks payable to the Village of West Haverstraw
Send to the attention of Marianne A. Panicucci, Village Treasurer



Village of West Haverstraw

INVOICE

130 Samsondale Avenue
West Haverstraw, NY 10993
Phone: (845) 947-2800
Fax: (845) 947-1560

INVOICE: 0002
DATE: 09/17/2026

TO:

Supervisor Howard T. Phillips, Jr.
Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

FOR:

Solid Waste & Recycling Pickup Services –
47 N. Wayne Avenue

DESCRIPTION	COST/UNIT	UNITS	TOTAL AMOUNT
Three-Family pickup and disposal for the 2026-27 fiscal year	\$1,724.35	1	\$2,812.44
TOTAL			2,812.44

Make all checks payable to the Village of West Haverstraw
Send to the attention of Marianne A. Panicucci, Village Treasurer



INTER-MUNICIPAL AGREEMENT

BETWEEN

THE TOWN OF HAVERSTRAW

AND

THE VILLAGE OF WEST HAVERSTRAW

**RELATING TO SOLID WASTE, RECYCLABLE AND RELATED
COLLECTION SERVICES AT 47 NO. WAYNE AVE., IN THE TOWN OF
HAVERSTRAW**

AGREEMENT made and entered as of the 1st day of March, 2026, by and between the TOWN OF HAVERSTRAW, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at 1 Rosman Rd., Garnerville, in the County of Rockland, in the State of New York 10923 (hereinafter the “Town”) and the VILLAGE OF WEST HAVERSTRAW, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at 130 Samsondale Avenue, in the Village of West Haverstraw, in the County of Rockland, in the State of New York (hereinafter the “West Haverstraw”).

WITNESSETH

WHEREAS, the joint acquisition and shared use of equipment, services and materials by and between municipalities has been found to be of economic benefit to each of the participant entities by effectively reducing both the capital and operating costs incurred by each, while, at the same time, providing the necessary resources for the efficient delivery of vital municipal services; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law of the State of New York, municipal corporations, including towns and villages, are empowered to enter into agreements relating to the performance of their respective functions, powers and duties on a cooperative basis; and

WHEREAS, the Village of West Haverstraw provides residential solid waste, recyclable and related collection services to residential properties within the Village on a user fee basis, whereas the Town contracts for such services through one or more private carters; and

WHEREAS, as a matter of convenience and efficiency, the Town has requested that the Village provide the aforesaid collection services to one three-family residential parcel (47 No. Wayne Ave.) located wholly within the unincorporated Town, outside the geographical and political boundaries of the Village. Because 47 No. Wayne Ave. is the last parcel on a residential street that is otherwise entirely within the Village, and along which the Village ALREADY provides such services, it makes practical sense for the Town to contract with the Village rather than with a private carter; and

WHEREAS, the Village is amenable to the Town's request, and is willing to provide the required collection services to the property at the same fee as the Village charges its three-family residential property owners; and

WHEREAS, by resolution duly adopted _____, 2026, the Town Board has approved this Agreement as one in the best economic and other interests of the Town; and

WHEREAS, by resolution duly adopted _____, 2026, the Village also has approved this Agreement in the spirit of municipal cooperation,

NOW, THEREFORE, in consideration of the mutual promises made herein by each, the parties hereby agree as follows:

1. Services to Be Provided Under this Agreement and the Cost Thereof.

The Village agrees to provide solid waste, recyclable and other related collection and disposal services to the premises located at 47 No. Wayne Ave., in the Town of Haverstraw, on a user fee basis equal in amount to that paid by residents of the Village of West Haverstraw who have opted to receive such services from the Village, as set forth in a certain letter from the Village Treasurer to the Town Supervisor, dated March 16, 2026, annexed hereto, and made a part hereof, as Schedule "A".

The Town, on behalf of the owner of the premises at 47 No. Wayne Ave., agrees to accept such services from the Village for the term of this Agreement at the cost set forth in Schedule "A".

The services to be provided by the Village include:

- solid waste and recyclable collection and disposal, one time per week;
- bulk collection and disposal, one time per week; and
- brush pickup and disposal (seasonal) one time per week.

The aforesaid services shall be provided by the Village subject to the schedule and regulations established by the Village Department of Public Works, as approved by the Village Board, which regulations are subject to amendment, if, and, as required in the sole discretion of the Village.

2. Term of Agreement

This Agreement, and the services provided hereunder, shall be for the balance of the 2025-26 Village fiscal year (March 1 through May 31, 2026), and, thereafter, for a further five (5) year period (commencing June 1, 2026 and terminating May 31, 2031), unless otherwise extended or terminated by mutual agreement of the parties, communicated no later than the first day of April immediately prior to the commencement of the succeeding Village fiscal year.

3. Liability and Hold Harmless.

The Parties covenant and agree to indemnify, defend and hold harmless each other, and their respective officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and in equity alleged to have been caused or sustained by or because of

any omission of duty, negligence or wrongful act on the part of any Party and its officers, employees or agents to the fullest extent permitted by law; provided, however, that in regard to any claim that may be filed against either or both Parties, each shall bear the cost and expense, including its own attorneys' fees, related to the defense of such claim.

4. Independent Contractor.

Except as otherwise expressly provided, if at all, each Party to this Agreement covenants and agrees that it and its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be employee(s), servant(s) or agent(s) of any other Party and that each Party and its agents and employees will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of any other Party including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

5. Prior Agreements and Obligations.

The Parties agree that this Agreement is subject to each Party's respective obligations under the Labor Law of the State of New York and any applicable collective bargaining agreements. The Parties specifically agree that any collaborative use of their own, or the other Party's employees, resources or equipment shall not violate any obligation under the Labor Law of the State of New York, any applicable collective bargaining agreement or any other agreement entered into by and between them and their respective employees.

6. Severability.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7. Clauses Required By Law.

The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

8. Entire Agreement / No Modification / Supersedes All Prior Agreements.

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except by a writing signed by the Parties.

9. No Assignment.

Each Party shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of every other Party.

10. Waiver.

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

11. Amendments.

This Agreement constitutes the complete understanding of the parties. No modification of any provision hereof shall be valid unless, in writing, and signed by both parties, pursuant to authorization by resolution.

12. Applicable Law.

This Agreement is governed by the laws of the State of New York.

13. Labor Law and Executive Law.

The Parties shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions and Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices, insofar as, the provisions are applicable to the work and/or services to be performed under this Agreement.

14. Comply With Americans With Disabilities Act of 1990.

Each Party agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

15. Non-Discrimination.

Each Party expressly agrees that neither it nor any person on its behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of age, alienage, color, creed, disability, gender, marital status, national origin, prior non-job related record of conviction, race, religion, sex, sexual orientation, military status or other legally protected status.

16. Iran Divestment Act.

Each Party agrees to comply with the Iran Divestment Act of 2012, set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, which requires bidders that bid on state or local government contracts to certify that they are not named on the list entitled "Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012," which is available on the Office of General Services (OGS) website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Violation of this provision may result in, among other things, the termination of this Agreement.

IN WITNESS WHEREOF, the Mayor of the Village of West Haverstraw and the Supervisor of the Town of Haverstraw, each acting pursuant to, and in accordance with, the

resolution of its respective Board of Trustees, approves entry into this Agreement, and has caused his signature to be affixed hereto.

VILLAGE OF WEST HAVERSTRAW

By: _____
Robert R. D'Amelio, Mayor Date _____

TOWN OF HAVERSTRAW

By: _____
Howard T. Phillips, Jr., Supervisor Date _____

Acknowledgements

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, appeared ROBERT R. D'AMELIO, as Mayor of the Village of West Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, appeared HOWARD T. PHILLIPS, JR., as Supervisor of the Town of Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their

signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE “A”

MAYOR
Robert R. D'Amelio

TRUSTEES
Robert J. LaGrow
Ramon Lopez
Kenia Serrano
Peter R. Eckert

CONFIDENTIAL ASST. TO THE MAYOR
Katherine M. Welsh



VILLAGE CLERK
O. Fred Miller

VILLAGE ATTORNEY
John S. Edwards

VILLAGE TREASURER
Marianne A. Panicucci

DEPUTY VILLAGE CLERK
Laura Bidewy-Zitofsky

Via Email: supervisor@townofhaverstraw.org

September 17, 2026

Supervisor Howard T. Phillips, Jr.
Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923

**Re: Solid Waste and Recycling Pickup Services
50 N. Wayne Ave.**

Dear Supervisor Phillips:

Regarding your request of the Mayor that the Village continue to provide solid waste and recycling services to the 1-family home at 50 N. Wayne Ave., at Town expense, the following charges will apply:

Container cost (one time cost):

3 containers (1 for solid waste; 1 for paper; and 1 for co-mingled @ \$73.00 per container)	\$ 219.00
--	-----------

Annual Pickup and Disposal Cost (Pro-rated for 2026-27):

One-family pickup and disposal for the balance of 2026-27 fiscal year (October through May) (\$604.80 / 12 x 8)	\$ 403.20
--	-----------

Total Due:	\$ 622.20
------------	-----------

We will notify you of the cost for the 2027-28 fiscal year after the user fee has been established through the budget process.

Anticipating that you will wish to move forward, I enclose an invoice in the above amount.

Please give me a call with any questions.

Very truly yours,

Marianne A. Panicucci
Village Treasurer

CC: Robert R. D'Amelio, Mayor
John S. Edwards, Village Attorney

Village of West Haverstraw

INVOICE

130 Samsondale Avenue
West Haverstraw, NY 10993
Phone: (845) 947-2800
Fax: (845) 947-1560

INVOICE: 0003
DATE: 09/17/2026

TO:

Supervisor Howard T. Phillips, Jr.
Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

FOR:

Solid Waste & Recycling Pickup Services –
50 N. Wayne Avenue

DESCRIPTION	COST/UNIT	UNITS	TOTAL AMOUNT
Solid Waste, Paper & Co-mingled containers	\$73.00	3	\$219.00
One-Family pickup and disposal for the balance of 2026-27 fiscal year (October through May) \$604.80 / 12 x 8)	\$403.20	1	\$403.20
TOTAL			\$ 622.20

Make all checks payable to the Village of West Haverstraw
Send to the attention of Marianne A. Panicucci, Village Treasurer



INTER-MUNICIPAL AGREEMENT

BETWEEN

THE TOWN OF HAVERSTRAW

AND

THE VILLAGE OF WEST HAVERSTRAW

**RELATING TO SOLID WASTE, RECYCLABLE AND RELATED
COLLECTION SERVICES AT 50 NO. WAYNE AVE., IN THE TOWN OF
HAVERSTRAW**

AGREEMENT made and entered as of the ____ day of September, 2026, by and between the TOWN OF HAVERSTRAW, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at 1 Rosman Rd., Garnerville, in the County of Rockland, in the State of New York 10923 (hereinafter the "Town") and the VILLAGE OF WEST HAVERSTRAW, a municipal corporation duly organized and existing under the laws of the State of New York with offices located at 130 Samsondale Avenue, in the Village of West Haverstraw, in the County of Rockland, in the State of New York (hereinafter the "Village").

WITNESSETH

WHEREAS, the joint acquisition and shared use of equipment, services and materials by and between municipalities has been found to be of economic benefit to each of the participant entities by effectively reducing both the capital and operating costs incurred by each, while, at the same time, providing the necessary resources for the efficient delivery of vital municipal services; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law of the State of New York, municipal corporations, including towns and villages, are empowered to enter into agreements relating to the performance of their respective functions, powers and duties on a cooperative basis; and

WHEREAS, the Village of West Haverstraw provides residential solid waste, recyclable and related collection services to residential properties within the Village on a user fee basis, whereas the Town contracts for such services through one or more private carters; and

WHEREAS, as a matter of convenience and efficiency, the Town has requested that the Village provide the aforesaid collection services to a one-family residential parcel (50 No. Wayne Ave.) located wholly within the unincorporated Town, outside the geographical and political boundaries of the Village. Because 50 No. Wayne Ave. is at on the end of a residential street that is otherwise entirely within the Village, and along which the Village ALREADY provides such services, it makes practical sense for the Town to contract with the Village for collection services rather than with a private carter; and

WHEREAS, the Village is amenable to the Town's request, and is willing to provide the required collection services to the property at the same fee as the Village charges its one-family residential property owners; and

WHEREAS, by resolution duly adopted _____, 2026, the Town Board has approved this Agreement as one in the best economic and other interests of the Town; and

WHEREAS, by resolution duly adopted _____, 2026, the Village also has approved this Agreement in the spirit of municipal cooperation,

NOW, THEREFORE, in consideration of the mutual promises made herein by each, the parties hereby agree as follows:

1. Services to Be Provided Under this Agreement and the Cost Thereof.

The Village agrees to provide solid waste, recyclable and other related collection and disposal services to the premises located at 50 No. Wayne Ave., in the Town of Haverstraw, on a user fee basis equal in amount to that paid by residents of the Village of West Haverstraw who have opted to receive such services from the Village, as set forth in a certain letter and Invoice from the Village Treasurer to the Town Supervisor, dated September 17, 2026, annexed hereto, and made a part hereof, as Schedule "A".

The Town, on behalf of the owner of the premises at 50 No. Wayne Ave., agrees to accept such services from the Village for the term of this Agreement at the cost set forth in Schedule "A".

The services to be provided by the Village include:

- solid waste and recyclable collection and disposal, one time per week;
- bulk collection and disposal, one time per week; and
- brush pickup and disposal (seasonal) one time per week.

The aforesaid services shall be provided by the Village subject to the schedule and regulations established by the Village Department of Public Works, as approved by the Village Board, which regulations are subject to amendment, if and as required in the sole discretion of the Village.

2. Term of Agreement

This Agreement, and the services provided hereunder, shall be for the balance of the 2026-27 Village fiscal year (October 1, 2026 through May 31, 2027), and, thereafter, for a further five (5) year period (commencing June 1, 2027 and terminating May 31, 2032), unless otherwise extended or terminated by mutual agreement of the parties, communicated no later than the first day of April immediately prior to the commencement of the succeeding Village fiscal year.

3. Liability and Hold Harmless.

The Parties covenant and agree to indemnify, defend and hold harmless each other, and their respective officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and in equity alleged to have been caused or sustained by or because of

any omission of duty, negligence or wrongful act on the part of any Party and its officers, employees or agents to the fullest extent permitted by law; provided, however, that in regard to any claim that may be filed against either or both Parties, each shall bear the cost and expense, including its own attorneys' fees, related to the defense of such claim.

4. Independent Contractor.

Except as otherwise expressly provided, if at all, each Party to this Agreement covenants and agrees that it and its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be employee(s), servant(s) or agent(s) of any other Party and that each Party and its agents and employees will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of any other Party including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

5. Prior Agreements and Obligations.

The Parties agree that this Agreement is subject to each Party's respective obligations under the Labor Law of the State of New York and any applicable collective bargaining agreements. The Parties specifically agree that any collaborative use of their own, or the other Party's employees, resources or equipment shall not violate any obligation under the Labor Law of the State of New York, any applicable collective bargaining agreement or any other agreement entered into by and between them and their respective employees.

6. Severability.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7. Clauses Required By Law.

The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

8. Entire Agreement / No Modification / Supersedes All Prior Agreements.

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except by a writing signed by the Parties.

9. No Assignment.

Each Party shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of every other Party.

10. Waiver.

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

11. Amendments.

This Agreement constitutes the complete understanding of the parties. No modification of any provision hereof shall be valid unless, in writing, and signed by both parties, pursuant to authorization by resolution.

12. Applicable Law.

This Agreement is governed by the laws of the State of New York.

13. Labor Law and Executive Law.

The Parties shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions and Article 15 of the Executive Law of the State of New York, if and as applicable, relating to unlawful discriminatory practices, insofar as, the provisions are applicable to the work and/or services to be performed under this Agreement.

14. Comply With Americans With Disabilities Act of 1990.

Each Party agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

15. Non-Discrimination.

Each Party expressly agrees that neither it nor any person on its behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of age, alienage, color, creed, disability, gender, marital status, national origin, prior non-job related record of conviction, race, religion, sex, sexual orientation, military status or other legally protected status.

16. Iran Divestment Act.

Each Party agrees to comply with the Iran Divestment Act of 2012, set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, which requires bidders that bid on state or local government contracts to certify that they are not named on the list entitled "Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012," which is available on the Office of General Services (OGS) website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Violation of this provision may result in, among other things, the termination of this Agreement.

IN WITNESS WHEREOF, the Mayor of the Village of West Haverstraw and the Supervisor of the Town of Haverstraw, each acting pursuant to, and in accordance with, the

resolution of its respective Board of Trustees, approves entry into this Agreement, and has caused his signature to be affixed hereto.

VILLAGE OF WEST HAVERSTRAW

By: _____
Robert R. D'Amelio, Mayor Date _____

TOWN OF HAVERSTRAW

By: _____
Howard T. Phillips, Jr., Supervisor Date _____

Acknowledgements

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, appeared ROBERT R. D'AMELIO, as Mayor of the Village of West Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, appeared HOWARD T. PHILLIPS, JR., as Supervisor of the Town of Haverstraw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their

signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE “A”



TOWN OF HAVERSTRAW

John Frizalone
Director of Parks

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
RALPH KIRSHKEL
JOHNNY ORTIZ
Councilmen

MEMO

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

FROM: John Frizalone, Director of Parks

DATE: September 17, 2026

RE: RFQ- 2026 Halloween Shirts

I have obtained a Request for Quotes (RFQ), for Halloween Shirts to be given to staff and volunteers at the 2026 Halloween Festival. Please be advised, Anco Enterprises submitted the lowest quote for the amount of \$1,900.00.

1. Anco Enterprises - \$ 1,900.00
2. Propoint Imprints and Promotion - \$2,379.25.00
3. Hollywood Screen Printing – Did not Submit Bid

If you have any questions, or require additional information, please feel free to contact me.
Please inform me of your decision.

Regards,


John Frizalone
Director of Parks

Price Quote

www.ancotrophies.com

Fax:

[illegible]

Price Quote is valid for 60 days.



TOWN OF HAVERSTRAW

J. Bart Gordon

Superintendent of Highways

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
JOHNNY ORTIZ
RALPH W. KIRSCHKE
Councilmen

September 14, 2026

To: Supervisor Phillips
Town Councilmen

From: J Bart Gordon

Re: Ventrac Sidewalk Snowblower

The Highway Department proposes the purchase of a Ventrac Sidewalk Snow blower head.

Storr Tractor Company

3191 Route 22
Branchburg, New Jersey 08876

Sourcewell Contract #: 112624-TTC

\$6740.45

Respectfully,

J Bart Gordon
Superintendent of Highways



Pricing Quote

Quote #: 115435-1001
Contract #: 112624-TTC

Date Quoted: September 14, 2026
Quote Expires: October 14, 2026

Prepared For:

Bart Gordon
Haverstraw DPW (Snowblower)
Haverstraw, NY
845-721-9307

Prepared By:

Storr Tractor Company - Branchburg
Guy Gurney
3191 Route 22
Branchburg, NJ 08876
Phone: 908-413-5640

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	MSRP	Sourcewell	Total
1	KX523 (39.55427)	Attachment: SNOW BLOWER KX, KX523 52" Snowblower	6,350.00	5,588.00	5,588.00
1	70.8025	Accessory: Kit, 12V Actuator, HB/KX/LX	335.00	294.80	294.80
1	70.8072	Accessory: Kit, Deep Snow KX522, KX523	680.00	598.40	598.40
				Subtotal	6,481.20
				CHARGES	
				Setup Charges (4%)	+259.25
				TOTAL USD \$	6,740.45



TOWN OF HAVERSTRAW

John Frizalone
Director of Parks

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
RALPH KIRSHKEL
JOHNNY ORTIZ
Councilmen

MEMO

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

FROM: John Frizalone, Director of Parks

DATE: September 17, 2026

RE: RFQ- Lynch's Concrete Walk Way

I have obtained a Request for Quotes (RFQ), for a concrete walk way, at the entrance of Lynch's Restaurant. Please be advised that All American Masonry Inc. had the lowest quote in the amount of \$7,100.00

Lynch's Concrete Walk Way

1. All American Masonry Inc. - \$7,100.00
2. Sosa Landscaping LLC - \$10,575.00
3. Other Bidders Did Not Meet Submission Deadline

If you have any questions, or require additional information, please feel free to contact me.
Please inform me of your decision.

Regards,


John Frizalone
Director of Parks



All American Masonry Inc.
38 Van Buren Street, Stony Point, NY 10980
Office: 845 947-4192 Cell: 845 721-0890
Email: aamasonry@optonline.net
Rockland County License# H08211

Proposal & Contract

9/1/26

Lynch's Front Walkway

* Removal of existing pavers to be performed by
Haverstow parks dept *

Install 96 ft of forms for proposed concrete
walkway, making sure concrete finishes at same
elevation as road, so rain water doesn't pool

Install 480 sq ft of wire mesh

Place 6.2 yards of 3500 psi design concrete

Screed, float, edge, and fressno

Finish using broom and edge technique

Prevailing wage Total \$ 7100.00

CHANGE ORDER NO.: 1

Owner:	Town of Haverstraw	Owner's Project No.:	N/A
Engineer:	Tamblin Engineering	Engineer's Project No.:	18136
Contractor:	Ray Palmer Associates, Inc.	Contractor's Project No.:	N/A
Project:	Bowline Pool Park Improvements		
Contract Name:	1 - General		
Date Issued:	8/04/2026	Effective Date of Change Order:	8/04/2026

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

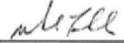
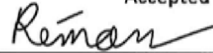
Description:

Replace modular block wall with cast in place concrete - Increase of \$7,977.75
 Recondition shade structure frames - Increase of \$7,230.00
 Additional concrete decking - Increase of \$7,475.13
 Provide deck drain piping - Increase of \$20,646.55
 Additional linear deck drain - Increase of \$30,026.48
 Modifications to existing surge tank - Increase of \$6,626.63
 Perform concrete testing - Increase in contract value of \$2,995.00
 Revise water stop - Reduction in contract value of \$10,180.00
 Rehabilitate existing dive base - Reduction in contract value of \$31,385.00

Attachments:

- 1) Change Order 1 Memo_08.04.2026
- 2) Rejected Change Order 1 Items Memo_08.04.2026
- 3) Change Order Documentation_06.01.2026
- 4) Change Order Documentation_06.02.2026
- 5) Bowline Park Pool List of Outstanding Items_12.17.2025

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 1,515,200.00	Substantial Completion: _____
	Ready for final payment: _____
Increase from previously approved Change Orders:	Increase Decrease from previously approved Change Orders No.1 to No. Number of previous Change Order :
\$ 0.00	Substantial Completion: _____
	Ready for final payment: _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,515,200.00	Substantial Completion: _____
	Ready for final payment: _____
Increase this Change Order:	Modification this Change Order:
\$ 41,412.54	Substantial Completion: _____
	Ready for final payment: _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,556,612.54	Substantial Completion: _____
	Ready for final payment: _____

	Recommended by Engineer (if required)	Accepted by Contractor
By:	<u></u>	<u></u>
Title:	<u>Principal, P.E.</u>	<u>President</u>
Date:	<u>9/21/2026</u>	<u>9/21/2026</u>
	<u></u>	<u></u>
By:	<u></u>	<u></u>
Title:	<u></u>	<u></u>
Date:	<u></u>	<u></u>

Memorandum

To: Jeff Landry – Ray Palmer Associates
From: Jake Okun – Tamblin Engineering
Date: August 04, 2026
Reference: Review of Contractor Proposed Additional Work Requests
Change Order 1
Contract 1 - General
Bowline Point Park Pool Improvements
Town of Haverstraw
EDR Project No: 18136

The following is a summary of the documentation provided by the contractor to support their proposed additional work request for the Bowline Pool Park Improvements project.

1. Replace modular block wall with cast in place concrete - Proposed increase in contract value of \$7,977.75
 - Documentation was provided on 6/2/26.
 - The change in scope and cost was found to be acceptable and is included in Change Order 1.
2. Recondition the shade structure frames - Proposed increase in contract value of \$7,230.00
 - Documentation was provided on 6/1/26.
 - The change in scope and cost was found to be acceptable and is included in Change Order 1.
3. Additional concrete decking - Proposed increase in contract value of \$7,475.13
 - Documentation was provided on 6/2/26.
 - The change in scope and cost was found to be acceptable and is included in Change Order 1.
4. Provide deck drain piping - Proposed increase in contract value of \$20,646.55
 - Previously determined to be acceptable as additional work.
 - The change in scope and cost was found to be acceptable and is included in Change Order 1.
5. Additional linear deck drain - Proposed increase in contract value of \$30,026.48
 - Previously determined to be acceptable as additional work.
 - The change in scope and cost was found to be acceptable and is included in Change Order 1.
6. Modifications to existing Surge tank - Proposed increase in contract value of \$6,626.63
 - Documentation was provided on 6/2/26.



Memorandum

To: Jeff Landry – Ray Palmer Associates
From: Jake Okun – Tamblin Engineering
Date: August 04, 2026
Reference: Review of Contractor Proposed Additional Work Requests
Rejected Change Order 1 Items
Contract 1 - General
Bowline Point Park Pool Improvements
Town of Haverstraw
EDR Project No: 18136

The following is a summary of the rejected Change Order 1 items, including a justification of why they were rejected.

1. Repairs made to the Slide structure due to corrosion - Proposed increase in contract value of \$11,957.00
 - The information that was provided on 6/1/26 and 6/2/26 was insufficient to justify the recommendation of additional work.
 - This change is rejected.
2. Reinstall fence on new concrete wall - Proposed increase in contract value of \$4,250.00
 - It is unclear how much fencing was used, the material, etc.
 - The information that was provided on 6/1/26 and 6/2/26 was insufficient to justify the recommendation of additional work.
 - This change is rejected.

- The change in scope and cost was found to be acceptable and is included in Change Order 1.
7. Perform concrete testing - Increase in contract value of \$2,995.00
- Previously determined to be acceptable as additional work.
 - The change in scope and cost was found to be acceptable and is included in Change Order 1.
8. Revise water stop - Reduction in contract value of \$10,180.00
9. Rehabilitate existing dive base - Reduction in contract value of \$31,385.00

Summary

Additional Work	Cost
Replace modular block wall with cast in place concrete	\$7,977.75
Recondition the shade structure frames	\$7,230.00
Additional concrete decking	\$7,475.13
Provide deck drain piping	\$20,646.55
Additional linear deck drain	\$30,026.48
Modifications to existing Surge tank	\$6,626.63
Perform concrete testing	\$2,995.00
Revise water stop	-\$10,180.00
Rehabilitate existing dive base	-\$31,385.00
Total	\$41,412.54

Based on a review of the documentation that was provided and determination of recommended work revisions, the increase in contract price amount is \$41,412.54.

Attached is the Change Order 1 form. Please sign the form where required and provide to Tamblin Engineering for execution and distribution.

The Painter
122 Rte 9W North PO Box 421,
mike@painterautobody.com, Haverstraw, NY
10927
Phone: (845) 429-4600
FAX: (845) 429-4681

Workfile ID: edc7ff50
Federal ID: 13-3023696
State ID: R#2440604

Preliminary Estimate

Customer: Police Department, Haverstraw

Job Number:

Written By: Mike Van Den Heuvel

Insured: Police Department,
Haverstraw

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 11 Left Front

Owner:

Police Department, Haverstraw
(845) 354-1500 Business

Inspection Location:

The Painter
122 Rte 9W North PO Box 421
mike@painterautobody.com
Haverstraw, NY 10927
Repair Facility
(845) 429-4600 Business

Insurance Company:

VEHICLE

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

VIN: 1FM5K8AB0MGC45310

Interior Color:

Mileage In:

Vehicle Out:

License: KUH3416

Exterior Color: BLACK

Mileage Out:

State: NY

Production Date:

Condition: Excellent

Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers
Tilt Wheel

Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch
Trailer Package

Preliminary Estimate

Customer: Police Department, Haverstraw

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper assy				1.8	
3	*	Rpr Bumper cover w/o auto park				<u>3.5</u>	2.4
4		Add for Clear Coat					1.0
5	Repl	LT Bracket	LB5Z17C947B	1	41.40	0.3	
6		FRONT LAMPS					
7	R&I	LT R&I headlamp assy				0.3	
8	#	* HEADLAMP REPAIRABLE *		1			
9	*	Rpr LT Headlamp assy w/o adaptive headlamps prep pack				<u>2.0</u>	
10		FENDER					
11	#	* OEM PARTS *		1			
12	Repl	RT Fender	RB5Z16005B	1	554.25	2.5	2.0
13		Add for Clear Coat					0.8
14		Add for Edging					0.5
15		Add for Clear Coat					0.1
16	Repl	LT Wheel flare w/o auto park w/o Timberline	LB5Z16039AC	1	251.30	0.3	
17		FRONT DOOR					
18	*	Rpr LT Door shell				<u>3.0</u>	2.4
19		Overlap Major Non-Adj. Panel					-0.2
20		Add for Clear Coat					0.4
21	#	Repl Cover Car		1	15.00 T	0.5	
SUBTOTALS					861.95	14.2	9.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			846.95
Body Labor	14.2 hrs @	\$ 75.00 /hr	1,065.00
Paint Labor	9.4 hrs @	\$ 75.00 /hr	705.00
Paint Supplies	9.4 hrs @	\$ 45.00 /hr	423.00
Miscellaneous			15.00
Subtotal			3,054.95
Grand Total			3,054.95
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,054.95

Preliminary Estimate

Customer: Police Department, Haverstraw

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

Preliminary Estimate

Customer: Police Department, Haverstraw

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF20, CCC Data Date 08/10/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.