

**HAVERSTRAW TOWN BOARD
JUNE 24, 2025**

1. PLEDGE OF ALLEGIANCE

**2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI,
COUNCILMAN KIRSCHKEL, COUNCILMAN ORTIZ AND SUPERVISOR
PHILLIPS**

3. ADOPTION OF MINUTES

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW
DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD
MEETING OF JUNE 10, 2025.**

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. 3 – 2025
TO ADD ARTICLE §118-2 TO CHAPTER 118 OF THE TOWN CODE OF THE
TOWN OF HAVERSTRAW, ENTITLED “PARKS”**

**THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL
LAW NO. 3 – 2025 TO ADD ARTICLE §118-2 TO CHAPTER 118 OF THE TOWN
CODE OF THE TOWN OF HAVERSTRAW, ENTITLED “PARKS.”**

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPTION OF LAW

7. RESOLUTION SEQRA NOTICE OF INTENT TO SERVE AS LEAD AGENCY FOR THE BOWLINE PARK SHORELINE REHABILITATION

WHEREAS, THE TOWN OF HAVERSTRAW PROPOSES TO UNDERTAKE THE FOLLOWING ACTIONS AS PART OF A PROJECT TO CONDUCT SHORELINE RESTORATION LOCATED AT BOWLINE PARK IN THE TOWN OF HAVERSTRAW:

- RESTORE APPROXIMATELY 580 LINEAR FEET OF THE SHORELINE UTILIZING SIMILAR MATERIALS AND DETAILS AS PERFORMED IN A PREVIOUS SHORELINE RESTORATION PROJECT AT BOWLINE PARK**

HEREINAFTER REFERRED TO AS “SAID ACTIONS”, AND WHEREAS SAID ACTIONS ARE AN UNLISTED ACTION THAT REQUIRE REVIEW UNDER THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA), PER 6NYCRR PART 617, AND

WHEREAS MULTIPLE AGENCIES HAVE APPROVAL OR FUNDING AUTHORITY OVER SAID ACTIONS, INCLUDING THE TOWN OF HAVERSTRAW TOWN BOARD, AND

WHEREAS 6NYCRR PART 617.2(V) DEFINES “LEAD AGENCY” AS, “AN INVOLVED AGENCY PRINCIPALLY RESPONSIBLE FOR UNDERTAKING FUNDING OR APPROVING AN ACTION, AND THEREFORE RESPONSIBLE FOR DETERMINING WHETHER AN ENVIRONMENTAL IMPACT STATEMENT IS REQUIRED IN CONNECTION WITH THE ACTION, AND FOR THE PREPARATION AND FILING OF THE STATEMENT IF ONE IS REQUIRED”, AND

WHEREAS THE TOWN OF HAVERSTRAW TOWN BOARD INTENDS TO ACT AS LEAD AGENCY IN THE COORDINATED REVIEW OF SAID ACTIONS UNDER SEQRA AND FURTHER INTENDS TO IMPLEMENT AND COMPLETE ALL RESPONSIBILITIES OF THAT OFFICE.

NOW THEREFORE, BE IT RESOLVED, THAT THE TOWN OF HAVERSTRAW TOWN BOARD HEREBY DESIGNATES ITS INTENTION TO SERVE AS LEAD AGENCY FOR THE SEQRA COORDINATED REVIEW OF THE ACTION AND WILL CIRCULATE THE LEAD AGENCY NOTICE AND A COMPLETE PART 1 OF AN ENVIRONMENTAL ASSESSMENT FORM TO ALL INVOLVED AND INTERESTED AGENCIES IN ACCORDANCE WITH 6NYCRR PART 617.6.

ROLL CALL

AYES:

NOES:

ABSENT:

8. CHANGE OF TOWN BOARD MEETING DATES

RESOLVED, THAT THERE WILL BE ONLY ONE TOWN BOARD MEETING FOR THE MONTHS OF JULY AND AUGUST AND THE SCHEDULE IS AS FOLLOWS:

TUESDAY, JULY 8, 2025 AT 7:00 PM

TUESDAY, AUGUST 12, 2025 AT 7:00 PM

RESOLVED, THAT THE SECOND TOWN BOARD MEETINGS FOR JULY AND AUGUST 2025 HAVE BEEN CANCELLED.

9. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND VALUATION PLUS, INC.

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF TOWN ASSESSOR HARLEY V. MCNALLY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF VALUATION PLUS, INC. OF MAMARONECK, NEW YORK TO PERFORM A RENTAL EVALUATION OF 56 WEST BROAD STREET, HAVERSTRAW AT A COST NOT TO EXCEED \$3,000.00.

10. PURCHASE OF LIGHTING PACKAGES FOR POLICE VEHICLES FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, UPON THE RECOMMENDATION OF JOHN J. GOULD, JR., CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF LIGHTING PACKAGES FOR FOUR (4) POLICE VEHICLES AS SPECIFIED IN THE PROPOSAL FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM EAST COAST EMERGENCY LIGHTING, INC. OF MILLSTONE TWP, NEW JERSEY, OFF OF ROCKLAND COUNTY CONTRACT #RFB-RC-2017-0 AT A TOTAL COST OF \$12,628.42.

11. AGREEMENT WITH CONNECT AUTO AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF CONNECT AUTO OF HILLBURN, NEW YORK TO PROVIDE AND INSTALL ONE (1) 7/800 MHZ P25 PHASE 2 TDMA MOBILE RADIO; COMPLETE W/O5 REMOTE HEAD, RADIO CHARGER, AND MAGNETIC MIC CLIP FOR A POLICE VEHICLE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT THROUGH ROCKLAND COUNTY CONTRACT NUMBER RFB-RC-2024-113 AT A COST OF \$7,054.57.

12. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH TRANSFINDER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A SOFTWARE CONTRACT & LICENSE AGREEMENT WITH TRANSFINDER OF SCHENECTADY, NEW YORK TO PROVIDE ONLINE TRAINING, SEVENTY (70) SOFTWARE MODULES; AND TWENTY (20) USB G.P.S. TRACKING UNITS FOR POLICE VEHICLES FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AT A COST OF \$21,000.00.

13. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW STONY POINT HEATING & COOLING LLC

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A MAINTENANCE AGREEMENT WITH STONY POINT HEATING & COOLING LLC OF STONY POINT, NEW YORK TO PROVIDE MAINTENANCE FOR THE HEATING AND COOLING EQUIPMENT AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE CLUB HOUSE, AT A MONTHLY COST OF \$875.00.

14. SCHEDULE PUBLIC HEARING – ADOPTION OF LOCAL LAW NO. 4 – 2025

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 4 – 2025 TO TO AMEND ARTICLE VI, ENTITLED “PROHIBITED USES AND ACTIVITIES ENUMERATED,” CHAPTER 167-39.D ENTITLED, “OVERGROWTH OF GRASS AND WEEDS, POISONOUS PLANTS”; AND TO AMEND CHAPTER 127-20.A, ENTITLED, “MAINTENANCE OF LANDSCAPE.” SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, JULY 8, 2025 AT 7:10 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER

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

TOWN OF HAVERSTRAW
LOCAL LAW# 3 OF 2025
TO ADD ARTICLE §118-2 TO CHAPTER 118, ENTITLED "PARKS"

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

Section 1. Article §118-2 is hereby added to the Code to read as follows:

Rules for Town Parks and Publically Owned Lands

The following is a list of rules and restrictions that shall apply to all Town Parks and Publically Owned Lands.

- A) Field use by permit only. Not for public use.
- B) Pets allowed only on walking trail and must be leashed at all times.
- C) All facility use is at user/visitor's own risk.
- D) No alcohol, smoking, vaping or use of tobacco products, etc.
- E) No glass bottles or containers.
- F) No obscene behavior or foul language.
- G) No loud or explicit music.
- H) No rock throwing.
- I) No riding of skateboards, bicycles, rollerblades, scooters, or other wheeled/motorized products.
- J) No tailgating.
- K) No loitering or soliciting.
- L) No unauthorized grilling.
- M) No weapons or firearms of any kind.
- N) Children under age 12 must be accompanied by an adult.
- O) Turf-only shoes to be work on fields (i.e., no other grassy area).
- P) No food products on turf fields.

Bowline and Entrance Gate Rules:

- 1) Absolutely no Pets except Pets are permitted from September 15th through April 30th only!
- 2) Bathing suits required in all aquatic facilities
- 3) Absolutely no refunds or rain checks
- 4) Playing loud music is prohibited

Section 2- The Town Board may amend these rules by Town Board Resolution .

Section 3. This local law shall take effect immediately upon filing with the Secretary of State.



Valuation Plus, Inc.

June 23, 2025

William M. Stein
Stein & Stein, LLP
960 Teaneck Road
Teaneck, NJ 07666

Re: Appraisal Services – Rental Analysis
56 West Broad Street
Haverstraw, NY 10927

Dear Mr. Stein:

In accordance with your request, we are submitting a proposal to provide appraisal services for the captioned property.

Purpose of the Appraisal – Rental Analysis

The purpose of the appraisal is to estimate the fair market rent for a portion of the subject property to be used by the Town of Haverstraw. Based on the information provided, the Town will have exclusive use of 1,300± square feet within the building. In addition, they will have shared use of common areas which will include the lobby, main hall, kitchen, exterior grounds, etc.

Methodology

In completing the appraisal, a field inspection will be made of the property. The terms of the proposed lease will be reviewed. Research will be conducted for comparable rentals. Based upon this research, it will be determined whether the proposed lease represents a fair market rent.

Format

The rental analysis will be completed within a narrative report. All supporting information will be summarized within the report. Any photographs, maps and other exhibits considered appropriate will also be included.

Confidentiality

The contents and conclusions of the report will be treated confidentially. The report will only be released at the direction of the client, at the direction of a court order or subpoena, or by a peer review board by the Appraisal Institute in compliance with the Code of Ethics.

Turn Around Time

I have had time to review the extent of the analysis necessary to meet your needs. Based on the scope of this assignment, the report can be completed within 3 weeks from the date of acceptance.

Fee

The fee is in accordance with the time required to satisfactorily complete the assignment, both in the field and in the office. The fee for the preparation of the rental analysis would be \$3,000.

Valuation Plus, Inc.

875 Mamaroneck Avenue, Suite 302, Mamaroneck, New York 10543

We appreciate having the opportunity of submitting this proposal and look forward to the opportunity of working with you on this assignment. If you should have any questions or would like to discuss this proposal, please feel free to contact our office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'St. Sherwood'.

Steven T. Sherwood, MAI
President

Agreed & Accepted

William M. Stein, Esq.

Date:

Lights ONLY

Estimate

East Coast Emergency Lighting, Inc.
200 Meco Drive
Millstone Township, New Jersey 08535
732-940-2211

Date	Estimate No.
6/11/2025	47124

Customer Information	Ship To Location
Town of Haverstraw 1 Rosman Road Garnerville, NY 10923 Attn: Finance	Town of Haverstraw Highway 113 Thiells MT Ivy Road Thiells, NY 10984

P.O. No.	Sale Type	Installation Shop	Contract	Rep	Created By
	Product Only - Drop Ship	N/A - No Install	NY Rockland #RFB-RC-2017-0...	DJB	DJB

Item	Description	Quantity	Cost	Amount
IX50UF5P	IE XLP 5-LT 2020 FORD UTILITY	3	358.32	1,074.96
IXP50000	I-E XLP LT PKG PASS 5 RED	3	0.00	0.00
295SLSA6	295SLSA6 SIREN/CONTROL CENTER	4	394.43	1,577.72
SA315P	SA315P SPEAKER, BLACK PLASTIC	4	193.23	772.92
SAK9	SA315 SIREN MT KIT UNIV SWIVEL	4	24.86	99.44
VTX609R	VERTEX SUPER-LED LIGHT RED	8	67.54	540.32
VTX9J	Whelen, VERTEX SUPER-LED DUO BLU/RED	8	70.35	562.80
IONR	ION LIGHT RED	8	83.48	667.84
IONJ	ION LIGHT RED/BLUE	16	83.48	1,335.68
VTXADAPT	VERTEX TWIST-IN ADAPTER KIT	8	7.50	60.00
C-VS-1210-INUT	2020-2021 Ford Interceptor Utility Mid-Height Angled Console	4	307.30	1,229.20
CUP2-1001	Self-Adjusting Double Cup Holder	4	40.74	162.96
C-ARPB-1014	Brother PocketJet Roll-Feed Printer Mount and Arm Rest: Top Mount	1	197.88	197.88
DS-PAN-435	Docking Station With Power Supply For Panasonic's TOUGHBOOK 54 And 55 Rugged Laptop	1	726.92	726.92
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	1	220.58	220.58
C-ARM-103	Armrest For Top Mount, Console, Large Pad	3	113.49	340.47
C-EB40-CCS-1P	Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	4	0.00	0.00
PRPSP4704UINT...	PRO-GARD; 2020-2022 Ford Utility Interceptor - 4700RPSP Series, Space Saver Standard Prisoner Transport Center Sliding Poly Window Partition Includes Recessed Panel and Lower Extension Panels	1	815.50	815.50
IX8RRRR	LIBERTY II LC 48" R/R/R/R	1	928.15	928.15

Special Order Items - Cannot be cancelled, exchanged or returned.	Total
This estimate shall be valid for 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.	

Estimate

East Coast Emergency Lighting, Inc.
200 Meco Drive
Millstone Township, New Jersey 08535
732-940-2211

Date	Estimate No.
6/11/2025	47124

Customer Information	Ship To Location
Town of Haverstraw 1 Rosman Road Garnerville, NY 10923 Attn: Finance	Town of Haverstraw Highway 113 Thiells MT Ivy Road Thiells, NY 10984

P.O. No.	Sale Type	Installation Shop	Contract	Rep	Created By
	Product Only - Drop Ship	N/A - No Install	NY Rockland #RFB-RC-2017-0...	DJB	DJB

Item	Description	Quantity	Cost	Amount
IWDLR	LIBERTY II ADD 1 LONG 6LED RED	4	94.27	377.08
ITL12	LIBERTY II + 2 LONG 12LED T-DS	1	240.60	240.60
IA3	LIBERTY II ADD 2 3LED ALLEY LT; 01-0247193-30A	1	77.85	77.85
IWDLA	LIBERTY II ADD 1 LONG 6LED AMB	6	94.27	565.62
IXPHOTO	LIBERTY II LC PHOTOCELL HI/LO	1	0.00	0.00
MKAJ105	ADJ LIGHTBAR MOUNT KIT #105	1	53.93	53.93

Special Order Items - Cannot be cancelled, exchanged or returned.

This estimate shall be valid for 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.

Total	\$12,628.42
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CONNECTAUTO

FLEET UPFITTING SOLUTIONS

301 Route 17 Unit 3

(PO Box 1152)

Hillburn, NY 10931

Phone: (845)244-0099

Email: office@connectautony.com

Invoice

Date	Invoice #
6/12/2025	7277

Bill To

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

P.O. No.

Terms

Project/VIN#

Tahoe PPV

Item	Quantity	Description	Rate	Amount
APX6500-05		7/800MHz P25 Phase 2 TDMA Mobile Radio; Complete w/ O5 Remote Head	6,239.38	6,239.38
Installation Fee			250.00	250.00
Installation Fee		Radio charger	275.00	275.00
MMSU-1	1	Magnetic Mic Clip	40.19	40.19
Installation Fee		Special Customized install for mobile radio	250.00	250.00

Total \$7,054.57

Payments/Credits \$0.00

Balance Due \$7,054.57



Software Contract & License Agreement

Prepared for
Town of Haverstraw Police Department
101 West Ramapo Road
Garnerville, NY 10923

Prepared on 6/17/2025
by
Antonio Civitella

Transfinder
440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716

This document is your Transfinder Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Town of Haverstraw Police Department (Licensee). It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, mail or email this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 6/30/2025, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Licensee. This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Licensee may be entitled. This is pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST – TWO YEAR AGREEMENT

Software Modules	Qty	Year 1	Year 2
Patrolfinder Includes: • Driver Navigation • Custom Zone creation and time tracking • Patrol Point goal tracking • Attention Points for key information alerts • Custom Dashboards for KPI tracking and information sharing • BOLO and Bulletin management • Custom reporting for performance tracking • Scheduled reporting	70	\$21,000	\$21,000
Transfinder Software Retail Pricing		\$21,000	\$21,000
Hardware			
USB GPS tracking unit • GPS Antenna/Puck • Each Patrol car must have one unit	20	\$700	N/A
Transfinder Hardware Pricing		\$700	
Implementation, Training and Professional Services			
Project Management • Dedicated Project Manager assigned through Project Completion • Manages Transfinder resources to meet Licensee's goals • Project status reviews and updates		Included	
Online Training • Online Training timeframe begins on first completed training date • Dedicated Trainer conducts Weekly Online Sessions • Training conducted with Client's Data		Included	
INITIAL SYSTEM COST:			
x JG Initial here		\$21,700	
ANNUAL SERVICE FEE FOR SUPPORT: x JG Initial here This fee is due upon the anniversary date of the initial software activation.		Included	\$21,000

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS

This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you as the Licensee enjoy as a Transfinder client "in good standing" by remaining current in your payment of your Annual Support Fees.

Patrolfinder Software System Annual Support

Unlimited Technical Support for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to Transfinder Community - an exclusive portal dedicated to your organization offering Training, User Guides, Courses and more	Included

II. RESPONSIBILITIES

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about the Licensee, its end users, and staff, unless Transfinder has the prior written permission of the Licensee or such person. Transfinder shall be required to keep any and all end user information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the end user and any other data provided by the Licensee from Transfinder's servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

Application Hosting – The Software shall be hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation – Activation of the Software, as defined here includes delivery of credentials allowing access to the Patrolfinder environment hosted on the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime. Planned and announced maintenance periods do not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues do not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide software updates and enhancements as they are developed. There is not an additional charge for the upgrades unless stated otherwise.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (2) two-years. The system cost for the (2) one-year term is **\$42,700.00**.

Payment terms are as follows:

- The Initial payment of \$21,700 is due on or before 8/1/2025.
- The Annual Service Fee payment for year 2 of \$21,000.00 is due 12 months from the installation date.

In accordance with the 2-year Term, Transfinder will provide Technical Support, Product Updates to the Licensee for two years starting on the initial Activation Date. The costs for the Technical Support, Product Updates is included.

Upon the completion of the initial 2-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of \$21,000.00, when due on the anniversary of the original Activation Date, in order to continue to receive technical support, product updates from Transfinder. Transfinder will continue to provide software and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contract.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend access to the product, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending access to the product suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Patrolfinder, and the accompanying documentation on the Transfinder Hosted Network (THN). A Patrolfinder license is required for each named user accessing the THN. Transfinder retains the title to Patrolfinder and related materials. You agree to protect Patrolfinder from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Patrolfinder and related materials. Transfinder reserves all rights not specifically granted in this license. Patrolfinder is a trademark of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Patrolfinder. You may not rent, lease, sub-license, timeshare, or lend Patrolfinder under this license. You may not alter, decompile, disassemble, or reverse-engineer Patrolfinder, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Patrolfinder. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign it. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you must destroy all written materials, the Patrolfinder software, data and all software and data copies. Transfinder can also enforce its other legal rights.

Early Termination Fees for Termination without Cause: The Licensee may terminate this Agreement, at any time, for convenience upon 30 calendar days written notice to Transfinder. If the Licensee should terminate this Agreement within two (2) years of the Activation Date for convenience, the Licensee shall immediately remit to Transfinder, in addition to fees for all products and services delivered and expenses incurred prior to the effective date of the termination, unpaid annual service fees as follows:

- Termination before the (1) one year anniversary of the Activation Date: all software and service fees due prior to the effective date of the termination and 75% of the annual service fees for year two of the term;
- Termination on or after the (1) one year anniversary of the Activation Date but before the (2) two year anniversary of the Activation Date and
- Termination on or after the (2) two year anniversary after the Activation Date but prior to the expiration of the Term: all software and service fees due prior to the effective date of the termination.
- Transfinder acknowledges that the Town of Haverstraw Police Department is using grant funding to pay for the services contemplated and described herein. Transfinder further acknowledges that this funding is renewed annually and is not guaranteed for the second year of the term defined herein. Transfinder hereby agrees that a failure to receive grant funding to continue with the second year of the contemplated two-year term shall not be deemed a breach of this agreement and shall constitute cause for termination by the Town. Transfinder further agrees that, under such circumstance, there shall be no penalty for cancellation upon written notice due to failure to secure grant funding to continue this service.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President & CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees.

VI. LIMITED WARRANTY

Covering Patrolfinder sale of software: Patrolfinder is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of material defects which prevent it from operating as intended. You assume the entire risk as to the results and performance of the software. The software has not been sold on a trial basis, and the licensee acknowledges that it has seen a demonstration and had an ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. **NEITHER TRANSFINDER NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE SUCH PRODUCT EVEN IF TRANSFINDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TRANSFINDER'S LIABILITY EXCEED THE AMOUNT PAID FOR THE SOFTWARE.**

Bankruptcy: All rights and licenses granted under or pursuant to this agreement by licensor to customer are, and shall otherwise be deemed to be, for the purpose of section 365(n) of the U.S. bankruptcy code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "bankruptcy code"), licenses of rights to "intellectual property" as defined under section 101 of the bankruptcy code. The parties agree that customer, as a licensee of such rights under this agreement shall retain and may fully exercise all of its rights and elections under the bankruptcy code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against licensor under the bankruptcy code, licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to licensee upon licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless licensor elects to continue to perform all of its obligations under this agreement; or (ii) if not delivered under (i) above, upon the rejection of this agreement by or on behalf of licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee \$42,700.00 when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorney fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product,

modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

Jurisdiction: This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located in New York. This Contract represents our entire understanding and agreement between the parties regarding the Patrolfinder system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

IX. Transfinder Partner Technology Restrictions

Partner Technology: Transfinder Software incorporates technology from some of its partners including Environmental Systems Research Institute, Inc. ("Esri") and TomTom N.V. ("TomTom"), which provide mapping functions and/or navigational directions and instructions. These partners require Transfinder to have its licensees including you agree to certain terms and conditions on technology and data licensed by Esri and/or TomTom ("Partner Licensed Materials"). Such terms and conditions, which you as Licensee agree to abide by, include:

- you as Licensee shall not use Partner Licensed Materials including executable code other than as specifically authorized by Esri and TomTom;

- you as Licensee shall not transfer of the Partner Licensed Materials except for temporary CPU transfer in the event of computer malfunction;

- you as Licensee shall not grant or engage in an assignment, time-sharing, lending, leasing, distributing, sublicensing, or renting of the Partner Licensed Materials or use for commercial network services or interactive cable or remote processing services;

- you as Licensee shall not pass title of the Partner Licensed Materials to any other party;

- you as Licensee shall not participate or engage in the reverse engineering, disassembly, or decompilation of the Partner Licensed Materials and/or duplication of materials except for a single archival copy;

- you as Licensee shall disclaim to the extent permitted by applicable law, liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of Partner Licensed Materials including, but not limited to, liability for use of Partner Licensed Materials in high-risk activities or liability related to any data or information supplied by Transfinder or its partners;

- you as Licensee shall provide certifications in writing that you have discontinued use and has uninstalled, removed, and destroyed or will return to Transfinder and/or its partners all copies of Transfinder products and Partner

Licensed Materials; compliance with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file>), International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and ensure that Transfinder and its partner's products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations;

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you as Licensee agree to use Transfinder's partners data subject to the following additional terms of use: the terms of use at <http://www.esri.com/supplierterms>; [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9792-teleatlus use data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9792-teleatlus%20use%20data.pdf); and <http://www.esri.com/terms-of-use-bodc>.

you as Licensee agree not to use Transfinder's Partners European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering Transfinder's Partners European demographic data without such partner's prior written consent, which may be granted or withheld at such partner's sole discretion.

Accordingly, Licensee and its end users hereby agree to the terms agreed to between Transfinder and Esri and TomTom in current and future agreements covering the use of Esri and TomTom Partner Licensed. Licensee agrees that it shall abide by the terms of such Licensee's partners current and future agreements and policies including all terms relating to end use and sublicenses of Partner Licensed Materials and such partner's technology. LICENSEE ALSO AGREES THAT TRANSFINDER SHALL NOT BE LIABLE FOR ANY ERRORS IN ANY MAPS, NAVIGATIONAL OR DIRECTIONAL INSTRUCTIONS AVAILABLE THROUGH ITS SOFTWARE AS SUCH INFORMATION IS PROVIDED BY TRANSFINDER PARTNERS INCLUDING ESRI AND TOMTOM. LICENSEE AND IT END USERS HEREBY WAIVE AND DISCLAIM ALL LIABILITY OF TRANSFINDER RELATED TO ANY ERRORS OR OMISSIONS IN PROVIDING SUCH NAVIGATIONAL INSTRUCTIONS OR MAPS.

TRANSFINDER

Antonio Civitella, President/CEO

Name and Title

Authorized Signature

Date

LICENSEE - Town of Haverstraw Police Department

Federal Tax ID#:

Purchase Order #:

16002

CHIEF OF POLICE

Name and Title

Authorizer

Date

Stony Point Heating & Cooling LLC
3 Babcock Court
Stony Point, NY 10980
845-558-4450

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PROPOSAL

Job Name/No. Maint, Lynch's on the Green

Job Location Same

Submitted
To Owner: Town of Haverstraw
Rotella Golf Course
200 Thiells Mt Ivy Road
Pomona, New York 10970

N/A	
Architect	Date of Plans
Approximate Starting Date	5/2/2025
Approximate Completion Date	TBD

We hereby submit specifications for:

We propose to furnish all labor and material for 12 maintenance visits per year for your heating and cooling equipment. This service will include washing of indoor and outdoor coils and condensate pans 2 times in cooling season, replacing air filters in 4 air handlers and 2 furnaces monthly. We will do a full electrical and operation check out on each units and note any problems that need to be addressed. This will be billed monthly.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eight Hundred Seventy Five Monthly, Ten Thousand Five Hundred Yearly dollars \$875.00/ M \$10500.00/year

Payment Schedule:

All advanced funds will be deposited in an escrow account at: NA

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from abovespecifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreementscontingent upon strikes, accidents or delays beyond our control.

Authorized Signature: _____

Note this proposal may be

Withdrawn by us if not accepted within _____ days.

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ACCEPTANCE OF PROPOSAL - I have read both pages of this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified . Payment will be made as outlined above.

NOTICE: You, the Buyer, may cancel this transaction at any time prior to midnight of the third business ay after the date of this transaction. See notice of cancelation on the second page of this document for an explanation of this right.

Signature _____ Date _____ Signature _____ Date _____

NOTICES TO OWNER

RIGHT TO STOP WORK:

If any payment under this agreement is not made when due, the contractor may suspend work on the job until such time as all payments due have been made.

NOTICE OF LIEN:

Any contractor, subcontractor or material man who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

DEPOSIT OF PAYMENT:

The contractor is required by Subdivision 4 of Section 71-a of the Lien Law to deposit all payments received prior to the completion in an escrow account within 5 business days of receipt. In lieu of such deposit, the contractor may post a bond or contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return of proper application of such payments to the purposes of the contract. Monies in escrow become the property of the contractor when they are applied according to the Payment Schedule or when the contract has been substantially performed.

CANCELLATION:

The owner has an unconditional right to cancel the contract, without penalty or obligation, until midnight of the third business day after he/she signs the contract. Cancellation must be done by giving the contractor a written notice indicating the owner's intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid. Upon cancellation, any property traded in, any payments made under the contract, and any negotiable instruments executed by you will be returned within 10 business days following receipt by the customer of a cancellation notice. Any security interest arising out of this transaction will be cancelled.