

**HAVERSTRAW TOWN BOARD
OCTOBER 28, 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 OCTOBER 14, 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. 6-2025 AMENDING TOWN CODE CHAPTER 167 TO REGULATE THE CONSTRUCTION AND EXPANSION OF SINGLE-FAMILY HOMES**

CANCELLED

- 7. CHANGE OF MEETING DATE – VETERAN’S DAY**

WHEREAS, THE FIRST MEETING OF THE TOWN BOARD OF THE TOWN OF HAVERSTRAW IN NOVEMBER, IS SCHEDULED FOR TUESDAY, NOVEMBER 11, 2025, THE LEGAL HOLIDAY FOR THE OBSERVANCE OF VETERAN’S DAY, NOW, THEREFORE, BE IT

RESOLVED, THAT THE TOWN CLERK IS AUTHORIZED TO PUBLISH A NOTICE THAT SAID MEETING IS HEREBY RESCHEDULED FOR MONDAY, NOVEMBER 10, 2025, AT 7:00 P.M.

- 8. SET DATE FOR PUBLIC HEARING - 2026 PRELIMINARY TOWN BUDGET**

RESOLVED, THAT THE TOWN CLERK BE AND SHE HEREBY IS AUTHORIZED TO PUBLISH A NOTICE THAT A PUBLIC HEARING SHALL BE HELD ON THE PRELIMINARY TOWN BUDGET FOR THE TOWN OF HAVERSTRAW FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, ON THURSDAY, NOVEMBER 6, 2025 AT 7:00 P.M., AND THAT ALL INTERESTED PARTIES ARE INVITED TO ATTEND AND SHALL BE HEARD BY THE BOARD, AND BE IT FURTHER

RESOLVED, THAT PURSUANT TO THE PROVISIONS OF THE TOWN LAW THE PROPOSED ANNUAL SALARIES ARE HEREBY SPECIFIED AS FOLLOWS:

SUPERVISOR	\$164,889.56
COUNCILMAN (EACH)	\$35,302.42
TOWN CLERK	\$106,436.439
HIGHWAY SUPERINTENDENT	\$126,036.28

9. RESOLUTION TO DECLARE LEAD AGENCY AND ISSUE A NEGATIVE DECLARATION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)

WHEREAS THE TOWN OF HAVERSTRAW IS PROPOSING A PROJECT TO REHABILITATE THE SHORELINE OF BOWLINE POINT PARK. THE PROPOSED IMPROVEMENTS INCLUDE THE INSTALLATION OF ADDITIONAL RIPRAP ALONG THE SOUTHERN SHORELINE OF THE PARK, EXTENDING ABOVE AND BELOW THE ORDINARY HIGH-WATER MARK OF THE HUDSON RIVER, TO SUPPLEMENT THE EXISTING RIPRAP INSTALLED ALONG THE EASTERN SHORELINE UNDER A PERMIT ISSUED IN 2014, HEREINAFTER REFERRED TO AS “SAID ACTIONS”, AND

WHEREAS SAID ACTIONS INCLUDES A TYPE 1 ACTION AS THAT TERM DEFINED IN 6 NYCRR SECTION 617.4; AND

WHEREAS THE TOWN OF HAVERSTRAW 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, AND

WHEREAS, OTHER INVOLVED AGENCIES WERE NOTIFIED OF THE TOWN’S INTENT TO ACT AS LEAD AGENCY ON JULY 11, 2025, AND WERE PROVIDED WITH A COPY OF PART ONE OF THE ENVIRONMENTAL ASSESSMENT FORM (EAF) AND SUPPORTING DOCUMENTATION, AND

WHEREAS THE TOWN OF HAVERSTRAW RECEIVED NO WRITTEN OBJECTIONS FROM THE INVOLVED AGENCIES, AND

WHEREAS THE TOWN OF HAVERSTRAW AND THEIR CONSULTANTS HAVE PREPARED AND FILED A FULL ENVIRONMENTAL ASSESSMENT FORM WHICH IDENTIFIES THE POTENTIAL ENVIRONMENTAL IMPACTS WHICH MAY RESULT FROM SAID ACTIONS, AND

WHEREAS, THE POTENTIAL IMPACTS AS ENUMERATED BELOW WERE REVIEWED BY THE TOWN OF HAVERSTRAW WITH CONSULTATION FROM TOWN CONSULTANTS, AND DETERMINED TO HAVE “NO OR SMALL IMPACTS” (SEE ATTACHED PARTS 2 AND 3 OF THE EAF):

- **IMPACT ON LAND;**
- **IMPACT ON GEOLOGICAL FEATURES;**
- **IMPACT ON SURFACE WATER**
- **IMPACT ON GROUNDWATER;**
- **IMPACT ON FLOODING;**
- **IMPACTS ON AIR;**
- **IMPACT ON PLANTS AND ANIMALS;**
- **IMPACT ON AGRICULTURAL RESOURCES;**
- **IMPACT ON AESTHETIC RESOURCES;**
- **IMPACT ON HISTORIC AND ARCHEOLOGICAL RESOURCES;**
- **IMPACT ON OPEN SPACE/RECREATION;**
- **IMPACT ON CRITICAL ENVIRONMENTAL AREAS;**
- **IMPACT ON TRANSPORTATION;**
- **IMPACT ON ENERGY;**
- **IMPACT ON NOISE, ODOR AND LIGHT;**
- **IMPACT ON HUMAN HEALTH;**
- **CONSISTENCY WITH COMMUNITY PLANS;**
- **CONSISTENCY WITH COMMUNITY CHARACTER; AND**

WHEREAS, THE COMPLETED PART 3 OF THE EAF INDICATED HOW IMPACTS HAVE BEEN AVOIDED, MINIMIZED AND/OR MITIGATED TO THE EXTENT PRACTICABLE, AND

WHEREAS, SAID ACTIONS WILL RESULT IN ENHANCED SHORELINE RESILIENCE, REDUCED EROSION, AND IMPROVED PROTECTION OF EXISTING PARK INFRASTRUCTURE AND RECREATIONAL FACILITIES FROM FUTURE STORM EVENTS AND RIVERINE FORCES;

THEREFORE, BE IT

RESOLVED, THAT THE TOWN OF HAVERSTRAW DECLARES ITSELF LEAD AGENCY, AS DEFINED IN 6NYCRR PART 617.2(U), FOR THE COORDINATED REVIEW OF SAID ACTIONS UNDER SEQRA, AND

RESOLVED, THAT THE TOWN OF HAVERSTRAW DECLARES THAT, BASED ON THE ENVIRONMENTAL RECORD WHICH HAS BEEN PREPARED, THE PROJECT WILL RESULT IN NO SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS. A NEGATIVE DECLARATION UNDER SEQRA IS THEREFORE ISSUED FOR THIS PROJECT.

10. AWARD OF RFP NO. 12 – 2025 – PRINTING AND MAILING OF 2025 TOWN OF HAVERSTRAW NEWSLETTER

RESOLVED, THAT THREE (3) REQUESTS FOR PROPOSAL WERE REQUESTED AND ONE (1) RFP WAS SUBMITTED TO OLIVIA HITCHINGS, CLERK TYPIST, FOR PRINTING AND MAILING THE 2025 TOWN OF HAVERSTRAW NEWSLETTER, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP NO. 12- 2025 TO STAR PRESS OF VALLEY COTTAGE, NEW YORK, AT A COST OF \$6,400.00, THE SOLE PROPOSAL.

11. REFUND OF BUILDING PERMIT FEE TO MR. KALMEN YABRA

RESOLVED, THAT BASED ON THE RECOMMENDATION OF BUILDING INSPECTOR GEORGE BEHN, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE REFUND OF \$4,750.00 TO MR. KALMEN YABRA FOR A BUILDING PERMIT FEE FOR THE PREMISES LOCATED AT 251 QUAKER ROAD, POMONA, NEW YORK.

12. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BLUE DRAGON CONNECTIONS, LLC AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH BLUE DRAGON CONNECTIONS, LLC. OF STORMVILLE, NEW YORK TO UPGRADE THE EXISTING CAMERA SYSTEM BY INSTALLING AND PROVIDING ONE (1) EXTERIOR AXIS P-1455-LE, 4 MP, ILLUMINATED CAMERA AT THE HAVERSTRAW TOWN HALL AT A COST OF \$1,378.00.

13. AUTHORIZATION TO PURCHASE ONE (1) 2025 FORD F-550 DUAL WHEELED 4X4 FLATBED UNDER NEW YORK STATE BID

RESOLVED, BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) 2025 FORD F-550 DUAL WHEELED 4X4 FLATBED, VIN 1FDUF5HN1SDA00562 FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT UNDER NEW YORK STATE OGS PC69148 TO SCHULTZ FORD LINCOLN, INC. OF NANUET, NEW YORK AT A TOTAL COST OF \$72,995.00.

14. AGREEMENT WITH SPRAGUE OPERATING RESOURCES LLC AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SPRAGUE OPERATING RESOURCES LLC OF PORTSMOUTH, NEW HAMPSHIRE TO SUPPLY NATURAL GAS TO THE TOWN OF HAVERSTRAW COMMENCING NOVEMBER 1, 2025 AND ENDING OCTOBER 31, 2027 AT A FIXED RATE OF \$0.4935 PER THERM.

15. ACCEPTANCE OF LETTER OF RESIGNATION – JAKE KRYGER, LABORER, TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION LABORER FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT, JAKE KRYGER, EFFECTIVE OCTOBER 27, 2025.

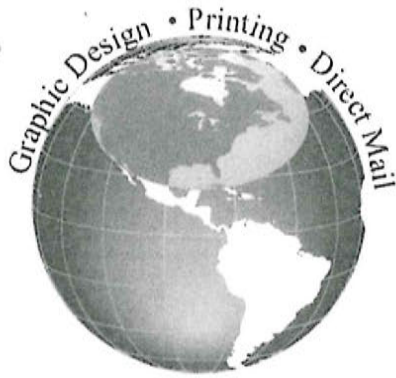
16. AWARD OF RFP NO. 13 - 2025– PRINTING AND MAILING OF MAGNETS FOR THE HIGHWAY DEPARTMENT 2026 PICK UP SCHEDULE

RESOLVED, THAT FOUR (4) REQUEST FOR PROPOSALS WERE REQUESTED AND TWO (2) REQUEST FOR PROPOSALS WERE SUBMITTED TO JOHN BART GORDON, JR., SUPERINTENDENT OF HIGHWAYS, FOR THE PRINTING AND MAILING OF TWO THOUSAND FIVE HUNDRED (2,500) CALENDAR MAGNETS FOR THE HIGHWAY DEPARTMENT 2026 PICK UP SCHEDULE, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFP NO. 13 - 2025 TO SHELL ANN PRINTING OF STONY POINT, NEW YORK, AT A COST OF \$3,828.00, THE LOW BIDDER.

17. RETAINER AGREEMENT BETWEEN J&G LAW, LLP AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY RETAINS THE SERVICES OF J&G LAW, LLP OF WALDEN, NEW YORK, TO PROVIDE LEGAL REPRESENTATION IN CONNECTION WITH THE PENDING TAX CERTIORARI PROCEEDING CONCERNING THE BOARD OF MANAGERS OF THE GARDENS AT PALISADES CONDOMINIUM PURSUANT TO THE PREVIOUSLY AGREED-UPON FEE STRUCTURE WITH THE FIRM.



Star Press
614 Corporate Way
Suite 8
Valley Cottage New York 10989
starpress9@aol.com
P: 845-268-2294

QUOTE

Quote EST-0007035
Date: 10/17/2025

Olivia Hitchings
Town of Haverstraw

Dear Olivia,

Regarding your recent inquiry, the quote you requested has been provided below.

Item Title	Newsletter 16 page self cover
Description	1 Section Booklet
Artwork	Artwork Supplied
Color	CMYK full Color process
Size	Letter: 11 x 8.50 In.
Material	Section 1:80lb Gloss Text
Delivery	Monsey bulk mail center, then to local post offices in the Town of Haverstraw
Finishing	Cut, Fold and Saddle Stitch
Proofs	PDF
Packing	Mail Trays
Notes	Postage estimate will be supplied if awarded the project.

Quantity	Qty: 14000
Price ex Tax	\$6,400.00
Tax	\$0.00
Price inc Tax	\$6,400.00

Kind regards,



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

October 14, 2025

To: Supervisor Phillips

Town Board Members

Re: Ford F-550 Dual Wheel 4x4 Flatbed

Please consider this proposal for the purchase of a Ford F-550 Dual Wheeled 4x4 Flatbed to use as a platform for our road brine pre-treat distributor in winter and our trailer-towing vehicle in the summer months. Total cost of \$72,995.00 delivered.

State Bid Group 40440 Vehicles, Class 1-8 (Statewide)

Contract # PC69148

Vendor SB Schultz Ford Lincoln, Inc.

Fed Id # 13-1730338

NYS Vendor #1000006097

I am available anytime for questions or comments.

Respectfully,

J Bart Gordon



New York Natural Gas Sales Agreement

(Rate Ready)

Deal #:

Account Information		Marketer Information	
Date	October 14, 2025	SPRAGUE OPERATING RESOURCES LLC 185 International Drive Portsmouth, NH 03801 Phone: 844-994-3835 Fax: 603-430-5320 Web: www.spragueenergy.com Email: contractadministrationgroup@spragueenergy.com	
Account Name	Town of Haverstraw		
Billing Name			
Billing Address	1 Rosman Road		
City, State, ZIP	Garnerville, NY 10923		
Telephone #	845-429-2200		
Fax # / Email		Sprague Rep	John Palocsik
Contact Name	Michael Gamboli	Agent Code	RTEC, Inc

A) Term of Agreement		Billing Option	
Start Date	11-1-2025	End Date	10-31-2027
		☒ Consolidated Billing Single Bill from LDC	☐ Dual Billing Sprague & LDC
B) Pricing Program		Service Class	
☒ Fixed Rate	\$0.4935 Per Therm	☒ Firm Transportation	☐ Interruptible Transportation
☐ NYMEX Plus Basis*	\$ Per Therm Adder to Monthly NYMEX Expiration	☐ New Account ☒ Renewal	
☐ Monthly Variable Rate*	*Can be converted to a fixed rate	☐ 0% Swing ☒ 100% swing (Full Requirements) ☐ 10% swing	
All Rates Quoted Include LDC Line Loss Fees Sprague does not gross up meter read volumes for Line Loss			

C) Service Address	City, Zip	County	LDC	LDC Account #	Tax Type
1 Rosman Rd	Garnerville 10923		O&R	89134610008	Exempt
1 Rosman Rd	Garnerville 10923		O&R	31302020008	Exempt
1 Rosman Rd	Garnerville 10923		O&R	25489510005	Exempt
101 West Ramapo Rd	Garnerville 10923		O&R	39294730005	Exempt
0 Thiells Mt Ivy Rd	Thiells 10984		O&R	72964100001	Exempt
70 Chapel St	Garnerville 10923		O&R	45724050005	Exempt

Monthly Volumes							
Jan	4,082	Apr	2,109	Jul	1,013	Oct	1,473
Feb	3,576	May	1,504	Aug	1,043	Nov	2,613
Mar	3,253	Jun	1,188	Sep	1,069	Dec	3,591
							26,514

CUSTOMER DISCLOSURE STATEMENT

Price	As noted on this Cover Sheet. If variable, the price will change monthly in response to market conditions. (See section B above).
Length of the agreement and end date	Deliveries will begin on the 1st meter read date within the Term of this agreement and cease on the meter read immediately following the Term of this agreement.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Sprague can sell such gas following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	After initial term, unless otherwise agreed to, renews on a month to month basis unless terminated by either party.



Terms and Conditions of Natural Gas Sales Agreement (Commercial)

Agreement to Sell and Purchase Energy. This is an agreement between Sprague Operating Resources LLC ("Sprague") and the above-signed customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Sprague (the "Agreement"). Subject to the terms and conditions of this Agreement, Sprague agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Customer, necessary to meet Customer's requirements based upon consumption data obtained by Sprague or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is listed on the cover page to this agreement under the header "Monthly Volumes".

Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Sprague is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term") or as noted on the cover sheet to this agreement under the header "Term of Agreement". Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the Sprague Monthly Variable Rate, unless Sprague sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. At any time after the expiration of the initial term of this Agreement, while receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Sprague is provided with 30 days' advance written notice of termination.

Pricing, Billing, and Termination. Pricing will be based upon the "Pricing Program" chosen on the cover sheet to this agreement. If a variable pricing option is chosen, the variable price per therm will be established each month by Sprague based upon market conditions. All applicable taxes will be added separately in New York. **Swing Load Pricing:** "Fixed" Price applies to Monthly Contract Quantities ("MCQ") only. The MCQ is set forth on the 1st page. To the extent that Buyer's requirements exceed MCQ, ("Additional Gas") or the daily allotment thereof, those requirements shall be supplied at the Cost + price. To the extent that Buyer's requirements are below MCQ or the daily allotment thereof, then Buyer will be invoiced for the MCQ at the fixed price, and credited for the difference between MCQ and amounts not used at the Cost + Price. Fixed Prices are set forth on the front page of this Contract. "Cost" includes the amounts paid by Sprague Operating Resources LLC for the additional gas or in the case of a credit back to the Buyer, as paid to Sprague Operating Resources LLC for the Surplus Gas, plus associated carrying charges. Sprague will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month and termination of this Agreement upon 15 days' written notice. Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Sprague at its discretion) or if Customer fails to post any required security deposit, then, in addition to any other remedies that it may have, Sprague may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the customer shall pay, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement. Customer may receive a single bill for both commodity and delivery costs from the LDC or each of the LDC and Sprague may invoice Customer separately. Failure to make full payment of Sprague charges due on any consolidated bill prepared by the LDC for Sprague will be grounds for disconnection of utility services in accordance with New York Public Service Commission ("NYPSC") rules and regulations on the termination of service to non-residential customers in New York, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A \$30 fee will be charged for all returned checks.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Sprague. Sprague may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

Information Release Authorization. Customer authorizes Sprague to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; and credit information. This information may be used by Sprague to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Sprague. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Sprague or by calling Sprague at 1.844.994.3835. Sprague reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by Sprague to Customer are governed by the terms and conditions of this Agreement. Sprague will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Sprague at 1-844-944-3835 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728.

Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Sprague charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 20 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

Agency. Customer hereby appoints Sprague as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over interstate facilities and those of the LDC needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All natural gas sold under this Agreement shall be delivered to a City Gate location considered the "Point of Delivery", which shall constitute the point at which title transfers and the sale occurs hereunder.

Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Sprague. Sprague makes no representations or warranties other than those expressly set forth in this Agreement, and Sprague expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.



Force Majeure. Sprague will make commercially reasonable efforts to provide natural gas hereunder but Sprague does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Sprague ("Force Majeure Events") may result in interruptions in service. Sprague will not be liable for any such interruptions caused by a Force Majeure Event, and Sprague is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Sprague's control.

Liability. The remedy in any claim or suit by Customer against Sprague will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Sprague or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Sprague Contact Information. Customer may contact Sprague's Customer Service Center at 1.844.994.3835, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Sprague at: Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801.

Dispute Resolution. In the event of a billing dispute or disagreement involving Sprague's service, Customer should contact Sprague's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Sprague's net income, shall be paid by Customer, and Customer agrees to indemnify Sprague and hold Sprague harmless from and against any and all such taxes.

Tariffs, Laws and Regulations. This Agreement shall be subject to all valid local, state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority of competent jurisdiction relating to the failure of such party to comply with any applicable governmental law, rule or regulation. In the event any governmental authority or any law, rule, regulation, ordinance or an order of any court, tribunal or regulatory authority of competent jurisdiction adversely and materially impacts Sprague's ability to perform under this Agreement and/or any Transaction Confirmation, Sprague shall have the right, at its option, in its sole discretion, to either attempt to renegotiate the terms of this Agreement and/or the Transaction Confirmation at any time, or to entirely terminate this Agreement and/or the Transaction Confirmation, without penalty, upon sixty (60) days' notice.

Emergency Service. In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and Customer's LDC. The LDCs' telephone numbers are as follows: for Con Edison, 1.800.75C.ONED (1.800.752.6633); for KeySpan LI 1.800.490.0045; for Keyspan NY 1.718.643.4050; for Orange & Rockland 1.800.533.5325; for PSE&G 1.800.436.PSEG; for NJNG 1.800.GAS.LEAK; for SJG 1.800.582.7060; and for E-Town 1.800.492.4009. Customer should then call Sprague at: 1.603.430.7285.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Confidentiality. Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided under this Agreement is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Sprague. In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

07/09/2009 (NY)

This sale is subject to the attached Terms and Conditions (which are hereby incorporated into and made a part of this Natural Gas Sales Agreement), and to Sprague's approval of Customer's credit. Customer acknowledges that this Agreement represents the entire agreement reached between Customer and Sprague, and by signing below, Customer agrees to allow Sprague to initiate service and to enroll the above accounts into Sprague's supply pool with the listed LDC.

Customer: Town of Haverstraw

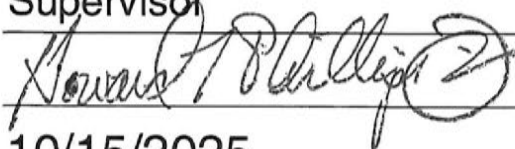
Seller: Sprague Operating Resources LLC

By Authorized Agent: Howard T. Phillips

By Authorized Agent: Mark A. Roberts

Title: Supervisor

Title: Managing Director - Natural Gas & Power Sale

Signature: 

Signature: _____

Date: 10/15/2025

Date: _____

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law; and
 - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: www.AskPSC.com



Date: October 24, 2025

TO: Supervisor Howard T. Phillips, Jr.
Town Councilmen

From: Bart Gordon

RE: Collection Calendar 2026

We requested price quotes from 4 different Vendors, only two came in.
Attached you will find 2 quotes with all the details for the Magnet calendar project:

- All Types Adversting- \$ 4,110.22
- Shell Ann Printing- \$ 3,828.00

Thank you,

J. Bart Gordon
Superintendent of Highways

ESTIMATE

October 23, 2025

Estimate No. 90111

Due to unavoidable global supply chain disruptions, ALL Product orders may be delayed up to 20 days, Thank you for understanding. We apologize for the inconvenience and appreciate your business.

Name: TOWN OF HAVERSTRAW HIGHWAY

Contact Info: Nelly Villegas

Quantity	Description	Cost
	OPTION A	
2500	Magnets 4/0 5.5 x 8.5	\$2850
2500	Letter 1 4/0	\$199
2500	Letter 2 4/0	\$199
2500	6 x 9 Booklet Envelopes Black Ink	\$385
2500	Addressed from supplied CVC File	\$195
PDF FILES REQUIRED ON ALL / 10-14 Day Production		
TOTAL		\$3828.00
TO BE PICKED UP AT SHELL ANN PRINTING AND TAKEN TO MONSEY PO		

****ALL ORDERS TO BE PREPAID** ESTIMATE VALID FOR 30 DAYS****

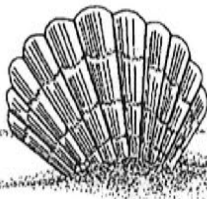
Notes:

**TO BE PICKED UP
AND TAKEN TO MONSEY by
TOWN OF HAVERSTRAW**

Thank You,

Philip J. Laquidara

Philip J. Laquidara



Shell Ann Printing

79 South Liberty Drive ~ Stony Point, NY 10980

845-786-3322

shellannprinting@gmail.com