



**AGENDA FOR BOARD OF TRUSTEES REGULAR MEETING  
VILLAGE OF IRVINGTON, NY  
MONDAY, JUNE 1, 2026 AT 7:00 PM**

\*\* The Village Board Meeting will take place at 85 Main Street. Board members and staff will be present at 85 Main Street. The public may join in person or via Zoom \*\*

<p>Join Zoom Webinar <a href="https://us02web.zoom.us/j/89451479793">https://us02web.zoom.us/j/89451479793</a></p> <p>Webinar ID: 89451479793</p> <p>Use Computer Audio or Dial-in Audio: (646) 558-8656</p>
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1. **Call to order by Mayor Arlene Burgos**
2. **Pledge of allegiance to the flag of the United States of America**
3. **Announcements**
  - a. Fireworks – Saturday, July 4, 2026 at Matthiessen Park (rain date July 5, 2026)
  - b. Check over \$25K

4. **Correspondence**  
Any member of the public who wishes to have written communications delivered to the Village Board prior to a regular meeting must submit a paper copy to the Village Administrator’s Office by **noon on the Friday preceding the meeting**. The submission must be clearly labeled “Written Communications” in the subject line or title.

Alternatively, written communications may be submitted by email to [writtencommunications@irvingtonny.gov](mailto:writtencommunications@irvingtonny.gov) by **noon on the Friday preceding the meeting**.

Written communications received by the deadline will be included in the Village Board agenda packet. Submissions received after the deadline will be included in the agenda packet for the next regular Village Board meeting.

Please note that written communications will **not** be read aloud during the meeting. However, members of the public who wish to speak about their submitted written communications may do so during the public comment portion of the meeting, either in **person or via Zoom**.

- a. Elana Brody
- b. Monica Olmsted

- c. Chris & Dava Balbo
- d. Julie Schrader
- e. Irvington Historical Society
- f. Greater Irvington Land Trust
- g. Kay O'Keeffe
- h. Kevin O'Halloran & Sonia Lizan

**5. Public comment (please limit comments to no more than 3 minutes)**

**6. Consent Agenda**

- a. Minutes of the Village Board from the Regular Meeting held on May 18, 2026
- b. Approval of One Day Alcohol Sales Permit in connection with Juneteenth event
- c. Appointment of personnel in Department of Public Works
- d. Appointment of part-time positions for the Department of Public Works
- e. Approval of donation of fireground radios and chargers
- f. Standard work day for Village employees
- g. Appointment of personnel in Recreation & Parks Department

**7. Resolutions**

- a. Award of contract for electrical (#2026-18)
- b. Approval of agreement with Firematic Supply Co., Inc. For Fire rescue truck (#2026-35)
- c. Renewal of financial advisory services agreement with Capital Markets and Advisors, LLC
- d. Approval of contracts with A1 Computer Services
- e. Approval of amended contract for the use and operation of heavy equipment (#2026-23)
- f. Renewal of an agreement with the Irvington Volunteer Ambulance Corps

**8. Reports of Boards, Standing Committees and Officers**

- a. Trustee Liaisons reports
- b. Village Administrator's report
- c. Village Clerk-Treasurer's report
- d. Village Attorney's report

- 9. Public comment (please limit comments to no more than 3 minutes)**
- 10. Review of action items**
- 11. Adjournment**

## Karen Buccheri

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**From:** Katie Bugna  
**Sent:** Monday, May 18, 2026 12:15 PM  
**To:** Board  
**Cc:** Karen Buccheri; Charles Hessler  
**Subject:** ACH over \$25K

Pursuant to the Village purchasing policy, please be advised that Mayor Burgos will be presented with one ACH over \$25K this week.

Vendor: Legacy Supply, LLC  
Purpose: Water Main Replacement Project for Erie Street and Langdon Avenue  
Fund: Capital Fund  
Amount: \$72,691.39

Thank you,

**Katie Bugna, CPA**

Village Clerk-Treasurer



Village of Irvington  
85 Main Street  
Irvington, NY 10533  
Tel: (914) 231-3020  
Fax: (914) 591-4072

## Karen Buccheri

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**From:** Elana Brody  
**Sent:** Friday, May 15, 2026 12:26 PM  
**To:** Written Communications  
**Subject:** EV Station

Please do not put an EV station on our already congested block. We have so many parking obstacles this just isn't fair.  
Elana Brody  
222 South Buckhout Street

## Karen Buccheri

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**From:** Monica Salazar Olmsted  
**Sent:** Friday, May 15, 2026 12:35 PM  
**To:** Written Communications  
**Subject:** Proposed EV site on South Buckhout

Hello,

I live at 147 South Buckhout Street, Irvington NY 10533 in the Half Moon North co-ops and kindly request that we reassess the proposed location of the EV charging station.

With the new hotel planned for the Cosmopolitan building, traffic from out-of-town vehicles will already increase. I am gravely concerned that installing the EV chargers on the proposed South Buckhout site will further increase traffic and congestion, negatively impacting our community's quality of life. I shop at Mom's Market regularly and see the lines of EV cars waiting to be charged in the parking lot and would hate to see the same impact on South Buckhout.

Please take the time to discuss these issues with our community. There are likely better locations that will not so directly impact the hundreds of residents concentrated in the area.

Best regards,

Monica Olmsted  
9176916097

## Karen Buccheri

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**From:** Chris Balbo  
**Sent:** Friday, May 15, 2026 1:00 PM  
**To:** Written Communications  
**Subject:** Buckhout Street Charging Stations

To Whom it may concern,

My name is Christopher Balbo, and I have lived on South Buckhout Street for four years with my wife, Dava. We purchased our home due to its location in our beautiful town. The scenic views, spotless grounds, and sense of community drew us here. We are proud members of the area, however, we feel deeply saddened over what has currently taken place.

We recognize that there will be EV chargers, and 6 EV preferred parking spots, placed directly in front of our home. This is upsetting and disappointing for a number of reasons. First, we are disappointed and confused as to why we, as homeowners, were not made aware of this project. Seeing as it is directly in front of our (and others) homes, and significantly impacting our parking spaces, we find it concerning that we were not made aware of this idea prior to it coming to fruition.

In addition to disturbing the scenic beauty of our community, it is also going to significantly impact our parking dynamics here in a negative way. South Buckhout Street is becoming busier by the day, with cars, trucks, and sometimes buses passing through. With charging stations being placed on our street, we are concerned that non-community members will utilize them and take up the few parking spots we have left. For example, on alternate side parking days, we find there are no parking spots left by the end of the night. Adding these spots will only make this worse.

My question is, are we able to find a different location even on Buckhout Street to move these chargers. I know there are reasons why this spot was chosen, however there are parking spaces on the street that are not directly in front of other people's units. Especially on the hill side. Would there be the possibility to move it there?

Thank you for your consideration.

Sincerely,  
Christopher & Dava Balbo

## Karen Buccheri

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**From:** Julie Schrader  
**Sent:** Saturday, May 16, 2026 8:49 AM  
**To:** Written Communications  
**Subject:** Proposed EV stations

Dear Members of the Planning Board,

I am writing to second the dismay of many residents within the Half Moon North neighborhood who are deeply concerned about the proposed installation of EV charging stations along our tree-lined thoroughfare.

From my understanding, this proposal advanced without meaningful input from the residents most directly affected by it. The current placement raises significant concerns regarding both the visual character of the neighborhood and the long-term impact on surrounding property values. The unique appeal of our community lies in its carefully preserved, park-like environment — an environment defined by mature trees, open green character, and the continuity of a neighborhood that has evolved thoughtfully over decades.

Particularly troubling is the arborist's report indicating that the installation may jeopardize the root systems of the old-growth oak trees. These trees are not merely landscaping features; they are irreplaceable natural assets that define the identity, beauty, and environmental health of Half Moon North and Half Moon South. Once damaged or removed, they cannot be replaced within our lifetime.

Residents are not opposing EV infrastructure itself. We recognize the importance of modernization and sustainable transportation. However, we strongly believe these charging stations can and should be placed in locations that do not compromise the natural character, aesthetic integrity, and environmental stability of our neighborhood.

I urge the Board to prioritize thoughtful planning, environmental stewardship, and meaningful community engagement before moving forward with any installation that could permanently alter the character of Half Moon North.

Thank you for your consideration.

Sincerely,

Julie Schrader  
123 South Buckhout Street  
Half Moon North



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**Irvington Historical Society**  
P.O. Box 23, 131 Main Street, Irvington, NY 10533

May 15, 2026

Dear Honorable Mayor Burgos and Board of Trustees,

The Irvington Historical Society is profoundly appreciative of the continued support from our Village administration, and we value our collaboration as the Village progresses.

A few years ago, when rezoning of the properties along the east side of North Broadway was being considered, the Irvington Historical Society Board wrote a letter to the Village Trustees urging that any new zoning provide for preservation of the nineteenth century structures that significantly contribute to the historic character of the village. Subsequently, the new Multifamily/Office (MF/O) zoning requires that existing buildings that reflect the historic character of the Village of Irvington “shall be maintained or adaptively reused to the greatest extent practicable”. As you know, the proposed development of the Maxon property at 76 N. Broadway, currently in review by the Planning Board, includes demolition of the 1850 Woodcliff Manor building. Woodcliff Manor is one of the last remaining historic manors in our Village.

We respectfully appeal to the Board of Trustees to review the many documented communications—including those from our Historical Society board, the local and county historians and preservation professionals—of the local historic significance of the Woodcliff Mansion, to carefully consider the preservation of Woodcliff through adaptive reuse as part of the site development plan. The preservation of this venerable house would set an appropriate precedent for the conservation of the Village’s scenic, cultural and historic architectural resources along the North Broadway gateway to our historic village, as well as for the development of any other MF/O district properties that include structures that we—as a Village—recognize as having local historical significance and contribute to our village’s unique historic character.

While the Woodcliff mansion (in its current state) has yet to be recognized as “eligible” by the State Historic Preservation Office for listing on state and national registers, the building remains a valuable part of Village and County cultural resources and historical heritage.\* This is the case also with the other nineteenth century structures along the North Broadway corridor that significantly contribute to the historic character of the Village and are worthy of preservation.

While concerned about creating a precedent that would endanger other local historic sites, we respect the intent of zoning that enables development of fair housing and other

community benefits including adaptive re-use of existing historic structures within the site plan. Indeed, in October 2024, Varma presented before the Village Board of Trustees a plan that preserved and adaptively reused the Woodcliff Manor. At that meeting, a Varma applicant asked, "How important is Woodcliff Manor to the Board of Trustees and the community?" A trustee responded that the MF/O zoning code was written to incentivize both affordable housing and adaptive reuse of historical structures by offering increased density. The applicant then explained that Varma faced a challenge in preserving Woodcliff Manor as the result of required new Fire Department access to the Manor being counted as part of allowable density.

Our answer to the question posed by the applicant is our belief that Woodcliff Manor can be preserved and adaptively reused alongside the new housing. A solution: *Varma should be granted additional density allowance for preserving Woodcliff Manor.* In addition to the BOT granting the density for an MIU unit, it could also grant an exception by not counting a porous fire department access road against allowable density to the degree necessary to preserve Woodcliff Manor. As it is incentivized in the MF/O zoning code, the Village has the chance to get the balance right by protecting our heritage **and** building needed housing.

We request that Village representatives contact the applicant to pursue achieving these twin goals. We also ask the Board to reaffirm that Village land use boards should always work to balance these goals in future.

Thank you for your time and consideration of our concerns.

Respectfully,

Scott Mosenthal,  
IHS President on behalf of the Irvington Historical Society

\*If needed, more documentation on the historical significance of the Woodcliff Mansion is available.



By Email

May 15, 2026

Board of Trustees  
Village of Irvington  
85 Main Street  
Irvington, NY 10533

Re: Swamp Milkweed Wet Meadow

Dear Board of Trustees:

Further to our earlier March 18, 2026 letter about the Swamp Milkweed Wet Meadow project in the Irvington Woods Park, we are writing to update the Board of Trustees about the additional materials and equipment that has been purchased by GILT and that will be provided to the Village and the ONC as part of this project. This material and equipment is in addition to the items that were listed on Exhibit A to our March 18<sup>th</sup> letter.

First, working with Peter Strom, GILT has purchased and will be purchasing additional grasses, sedges and herbaceous plants for the area surrounding the wet meadow. Many of these plants have already been planted within and just outside of the deer enclosure. Additional grasses and sedges will be planted in the wet meadow overlook, just south of the ONC.

Second, GILT has purchased additional brackets and parts that were needed to maintain the deer enclosure.

Third, GILT has purchased a Weed Wrench tool to use to remove larger, invasive shrubs in the areas surrounding the wet meadow.

Fourth, to support the public educational programming at the ONC, GILT has purchased several birding and birdsong guides. Together with the binoculars, waders and the Haikubox Birdsong Identifier that GILT has previously donated to the ONC, these materials will allow students, residents and visitors to learn about the wide range of birds drawn to the wet meadow.

All of these plants and equipment are being purchased to support the programming and work being done by the Village staff and community volunteers at the ONC and in the Irvington Woods generally. As it has done previously, the GILT Board proposes that all of these materials be donated to the ONC.

We have listed in Exhibit A to this letter the additional plants, materials and equipment purchased through this grant funding since the date of our last letter to the Board.



If the Board of Trustees has any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to be "Charles L. Kerr", written over a horizontal line.

Charles L. Kerr

Chair, The Greater Irvington Land  
Conservancy Foundation, Inc.

cc: Charles Hessler (by email)  
Maureen DePaoli (by email)  
Katie Bugna (by email)  
CJ Reilly (by email)  
GILT Board Members (by email)

Irvington Woods Wet Meadow Project Spending by GILT Since 03/11/2026

Date	Vendor	Invoice #	Amount	Balance of Funds
03/12/26	<b>Total Funding Available as of 03/12/2026</b>			<b>\$2,218.13</b>
3/21/26	Critterfence -- Deer Fencing Parts	Order # 211438	\$53.22	\$2,164.91
4/1/26	Strom Horticulture	26 WM 01	\$274.00	\$1,890.91
4/7/26	Critterfence -- Deer Fencing Parts	Order # 212543	\$75.81	\$1,815.10
5/7/26	The Sibley Guide to Birds East and The Singing Life of Birds	Order # 111-7933193-4881041	\$47.27	\$1,767.83
5/7/26	The Backyard Birdsong Guide	Order # 111-1932154-0717832	\$35.21	\$1,732.62
5/7/26	New York State Birds (2)	Order # 111-8124035-0834651	\$18.86	\$1,713.76
5/7/26	Earth Sky + Water Folding Guide	Order 111-4355887-7976266	\$32.40	\$1,681.36
5/12/26	Weed Wrench	Order No. 16043	\$344.00	\$1,377.36
5/15/26	Prospero Nursery	Order Pending	\$500.00	\$877.36

## Karen Buccheri

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**From:** Kay O'Keeffe  
**Sent:** Tuesday, May 26, 2026 12:37 PM  
**To:** Written Communications; Charles Hessler  
**Subject:** EV chargers

Dear Msyor, Board

of Trustees and Charles Hessler,

I appreciate your

consideration of all of the factors relating to the installation of the EV charging stations and electric panel at HMN. As I have said previously, I am not opposed to EV chargers in general, and I think that the chargers at the library will be convenient for

all residents on South Buckhout St. It is admirable that you were able to install multiple chargers at Scenic Hudson, the Fieldpoint parking lot, Library & O'Hara Nature center providing many options for those who own electric cars.

Mistakes made where

lessons are learned are not failures; they are opportunities for learning and growth. We as a community at HMN have met many neighbors that we did not know, and we are stronger now because of that. We came together for a common cause, and you listened. As

I believe that you as Mayor, and the Board of Trustees, have learned that future projects require meaningful advance notice, resident input and a thorough review of environmental, health, and quality of life aspects before any work begins.

Thank you for taking

the time to consider our request not to install the chargers here at HMN and for deciding in our favor. I am sure that I speak for the many residents who spoke out against them that they are pleased with the outcome. We are a vocal village, and the residents of HMN learned that democracy works if you participate in the process.

Kay O'Keeffe

## Karen Buccheri

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**From:** kevin & sonia  
**Sent:** Tuesday, May 26, 2026 1:51 PM  
**To:** Written Communications; Board; Arlene Burgos; Charles Hessler  
**Subject:** EV Charger Installation

Dear Mayor Burgos and Irvington Village Board of Trustees,

We wanted to take a moment to say thank you for your letter on 5/22/26 regarding the decision to not install the EV charges on S. Buckhout St.

We understand that this was a difficult decision for the Irvington Village Board of Trustees, given the many considerations both supporting and opposing the proposed location. We sincerely appreciated the opportunity for our voices to be heard during the town hall meeting on 5/18/26.

We would also like to extend our gratitude to Village Administrator Mr. Charles Hessler and arborist Mr. C.J. Reilly for taking the time to come out to S. Buckhout St. on 5/13/26 to review the site firsthand and listen to our concerns regarding the preservation of the beautiful mature trees in front of residents' homes.

As noted in your letter, we believe this experience highlights the importance of continued community outreach, transparency, and communication as future projects are considered.

Wishing everyone the best.

Sincerely,

Sonia Lizan  
Kevin O'Halloran  
Halfmoon North Irvington

**REGULAR MEETING  
OF THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF IRVINGTON, NY  
HELD ON MONDAY, MAY 18, 2026 AT 7PM**

\*\* The meeting took place at 85 Main Street. Board members and staff were present at 85 Main Street.  
The public joined in person\*\*

PRESENT: Arlene Burgos, Mayor  
Josie Bloom, Trustee  
Kent Kleiman, Trustee  
Larry Ogradnek, Trustee  
David Zwiebel, Trustee  
Charles G. Hessler, Village Administrator  
Katie Bugna, Clerk-Treasurer  
Marianne Stecich, Village Attorney

At 7:03PM, Mayor Burgos called the meeting to order and led those in attendance in the Pledge of Allegiance to the flag of the United States of America.

A presentation was given of the Village's Transit-Oriented Development (TOD) Zoning Study by representatives from VHB and its partner firms, Studio B and Beyer Blinder Belle Architects & Planners.

Mayor Burgos made the following announcements:

- a. Irvington Schools Budget Vote and Board of Education Trustee Election – Tuesday, May 19, 2026 at 7AM to 9PM
- b. Memorial Day ceremony – Monday, May 25, 2026 at 10AM at the Main Street memorials (parade lineup at ICC at 9:30AM; parade to Main Street memorials to begin around 9:45AM)
- c. Check over \$25K

Mayor Burgos presented the following for correspondence:

- |                                   |                           |
|-----------------------------------|---------------------------|
| a. Brandon Goodwin                | u. Nina Newby             |
| b. Carlyn Bochicchio              | v. Randall Shepherd       |
| c. Thomas D. Ryan                 | w. Daniel J. McElligott   |
| d. Timothy Barry                  | x. Tara Smith             |
| e. Ling Rice                      | y. Lauren Billings        |
| f. Kevin O'Halloran & Sonia Lizan | z. Samantha Savarese      |
| g. Chet Kerr                      | aa. Christopher Timmel    |
| h. Cathy Sears                    | bb. Christine McKenna     |
| i. Donna Gasparri                 | cc. Thomas D. Ryan        |
| j. Kevin O'Halloran & Sonia Lizan | dd. Ilanit Aguirre        |
| k. Marilyn Collins                | ee. Kristina Dimitrakakis |
| l. Michael Hanna                  | ff. Kay O'Keeffe          |
| m. Usha Nohar                     | gg. Dina Friedman         |
| n. Loretta Tularzko               | hh. Kevin O'Halloran      |
| o. Jordan Wolff                   | ii. Suzy Timmel           |
| p. Kevin O'Halloran & Sonia Lizan | jj. Jack Doyle            |
| q. Kay O'Keeffe                   | kk. Maureen Gomez         |

- r. Mitchell Bard
- s. Erin Dawson
- t. Marty Lipp

- ll. Michael Hanna
- mm. Cathy Sears
- nn. Samantha Savarese

Written communications received by noon on the Friday preceding the meeting are included in the Village Board agenda packet. Written communications are not read aloud during the meeting.

Mayor Burgos opened the floor to public comment. There were no comments from the public.

Mayor Burgos offered the following resolutions, which were seconded by Trustee Bloom, and adopted:

**RESOLVED** to approve the Minutes of the Village Board Regular Meeting held on May 4, 2026.

**RESOLUTION 2026-101  
APPROVAL OF 2025-26 BUDGET TRANSFERS AND MODIFICATIONS**

**RESOLVED**, to adopt the following budget transfers and modifications for fiscal year 2025-26:

1. Reflect reimbursements for Police Supervision overtime.

Increase: Police Fees	1.1.1525	\$ 33,185
Increase: Police Overtime	1.3120.101	\$ 21,604
Increase: Police Administrative	1.3120.100	\$ 1,346
Increase: NYSPFRS Retirement	1.9010.801	\$ 7,929
Increase: Social Security	1.9030.802	\$ 1,653
Increase Worker's Comp	1.9040.803	\$ 653

2. Transfer of funds from senior programs line to the supplies line for the purchase of a new printer and patio umbrella/chairs/table.

Increase: Supplies	1.7610.410	\$ 4,000
Decrease: Senior Programs	1.7610.478	\$ 4,000

3. Transfer of funds to purchase replacement DPW line striping machine.

Increase: Equipment	1.5010.200	\$ 4,600
Decrease: Supplies	1.5010.410	\$ 4,600

4. Transfer from Water Fund Contingency to cover additional professional fees as a result of unexpected water main breaks.

From: Contingency	8.1990.465	\$ 43,400
To: Professional Fees	8.8340.437	\$ 43,400

5. Transfer from Sewer Fund Contingency and Surplus to fund additional professional fees for excavation and sewer repairs.

From: Contingency	9.1990.465	\$ 10,500
Increase: Surplus	9.9.4795	\$ 13,834
To: Professional Fees	9.8120.437	\$ 24,334

**FURTHER RESOLVED**, the Village Treasurer is authorized to perform fiscal year end 2025-26 budgetary transfers, excluding transfers from Contingency and surplus accounts.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
NAYS: 0

Mayor Burgos opened the public hearing to accept comments from the public on EV Charger installations in the Village of Irvington. Village Administrator Charles Hessler provided an update summary on the FAQ's and additional background surrounding the installation of the EV chargers.

Many residents took the opportunity to express their objections to the proposed installation of EV chargers in front of the Half Moon North Co-Ops on South Buckhout Street. Concerns raised included the lack of community input and communication, the placement of the chargers in front of homes, potential air quality impacts resulting from the required trenching, possible damage to the roots of nearby trees, and the loss of parking spaces.

Other residents commented that, while they believed the overall intent of the project was positive and recognized the importance of EV infrastructure and the significance of the grant award, a balance should be struck between the Village's ability to secure grant funding and the concerns of neighboring residents. Questions were also raised regarding the potential costs associated with redesigning the project.

Comments were made by Kay O'Keeffe, Cathy Sears, Sonia Lizan, Kevin O'Halloran, Carlyn Bochicchio, Kathy Kaufman, Christine Milano, David Lisanti, Robert Rice, Anne Jaffe Holmes, Kahmai Martin-Kirkland, Samantha Savarese, Maureen Gomez, Michael Hanna, Charlotte Binns, and Jorge Magallon.

Mayor Burgos commented that the purpose of the hearing was to listen to everybody, collect information, take all factors into consideration, and that the Board will soon inform everyone of what the final decision is. Trustee Bloom reiterated that the Board would not have held a public comment session if a final decision had already been made, that they will take into consideration all of the comments that have been heard, gather further cost information, and then decide. After further discussion, Mayor Burgos closed the public hearing.

**RESOLUTION 2026-102  
AUTHORIZATION TO INCLUDE UNPAID WATER RENTS AND PENALTIES IN THE  
2026-27 ANNUAL TAX LEVY**

Mayor Burgos offered the following resolution, which was seconded by Trustee Kleiman, and adopted:

**WHEREAS**, certain customer accounts of the Irvington Water Department currently have unpaid water rents and penalties, and

**WHEREAS**, Village Law §11-1118 provides for the inclusion of unpaid water rents and penalties in the annual tax levy, now therefore be it

**RESOLVED**, to authorize the Village Clerk-Treasurer to include the following unpaid water rents and penalties on the 2026-27 annual tax levy totaling \$11,733.04 as follows:

Account Name	Service Address	Amount
50 Main, LLC	48 Main Street	\$ 1,261.20
60 Main Street LLC	60 Main Street	\$ 208.38
60 Main Street LLC	60 Main Street	\$ 87.75
Warnock, Howard S	18 South Cottenet Street	\$ 1,612.14
Gregori, Maria	52 West Clinton Avenue	\$ 186.45
Chassen, Jared	55 Manor Pond Lane	\$ 2,204.37
De Sa, David & Vanessa	83 Riverview Road	\$ 1,015.94
Silverman, Bradley & Nancy	13 Janet Terrace	\$ 823.52
Dinardo, Michael	56 Hudson Avenue	\$ 667.35
Knudsen, Jonathan & Lauren Clifton	32 Hamilton Road	\$ 1,645.05
Bank of America	83 Harriman Road	\$ 397.77
Wallas, Shannon	2 Park Road	\$ 1,623.12
		<u>\$ 11,733.04</u>

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-103  
 APPROVAL OF 2026/27 TAX WARRANT**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogradnek, and adopted:

**RESOLVED**, Board of Trustees approves the 2026/27 Tax Warrant and authorizes the Mayor to execute said warrant and deliver same to the Tax Collector.

**Tax Warrant  
 Fiscal 2026-27**

TO: Katie Bugna, Tax Collector

FROM: Arlene Burgos, Mayor

You are hereby commanded to receive and collect from the several persons named in the Assessment Roll on file in the Village Clerk/Treasurer's office and previously made available to me, the several sums named in the last column thereof opposite their respective names, for the following purposes:

General government support	\$ 3,444,051
Public safety	5,524,219
Health	126,300
Transportation	1,880,157
Economic Assistance	44,600
Recreation & Culture	3,604,538
Home & Community Services	1,386,998

Employee Benefits	6,680,379
Debt Service	1,220,962
Total Expenditures	23,912,204
Less: Anticipated Revenues	(5,520,080)
Less: Appropriated Fund Balance	<u>(344,600)</u>
Net Tax Levy	18,047,524
Exemptions Removed	6,216.20
Water Arrears	<u>11,733.04</u>
Net Collection Warrant	<u>\$18,065,473.24</u>

Upon delivery of the Roll and Warrant to you, and on or before the first day of June, the Treasurer shall publish in the official newspaper of the Village, a notice that such Tax Roll and Warrant have been left with you for the collection of taxes therein levied, and shall designate the Village Clerk's Office, 85 Main Street, Irvington, New York, as the place where you will receive taxes from June 1st to and including June 30th from 9:00 am to 4:00 pm except Saturdays, Sundays, and holidays.

For said period you will receive all taxes paid to you without additional charge.

On all such taxes remaining unpaid after June 30<sup>th</sup>, five percent (5%) shall be added for the first month, and an additional one percent (1%) for each month and fraction thereof until paid. Such notice shall also be published one week after the first publication stating that you shall attend at the time and place specified in said notice for the purpose of receiving taxes.

On the first day of July, you shall proceed to collect the taxes remaining unpaid, with interest as herein provided but without any other fee or charge, and for that purpose you are possessed of all the powers of a Village tax collector.

By resolution of the Board of Trustees, you shall collect the second installment of said taxes six months later in like manner and subject to the same penalties. The particular dates and times specified in this warrant as governing the collection of the first installment shall govern the collection of the second installment, except that they shall be corresponding dates and times six months later.

All interest collected shall belong to the Village. You are to make a return of this warrant on or before the first day of February after the deliver thereof to you, showing the total amount of taxes paid and each tax unpaid, with the receipt of the Village Treasurer for all taxes paid, and shall file the Roll and Warrant in the Office of the Village Clerk.

And for so doing this shall be your sufficient warrant.

IN WITNESS WHEREOF; The Mayor of said Village of Irvington by order of the Board of Trustees has here unto set her hand and caused to be affixed the corporate seal of said Village this day of May 18, 2026.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-104  
 SALARY MODIFICATIONS**

Mayor Burgos offered the following resolution, which was seconded by Trustee Kleiman, and adopted:

**RESOLVED** to modify the annual salaries and hourly rates effective June 1, 2026:

Administrator	HESSLER	CHARLES	\$189,520.00
Secretary of the Adm.	BUCCHERI	KAREN	\$100,000.00
Clerk-Treasurer	BUGNA	KATIE	\$175,051.59
Deputy Clerk-Treasurer	FRENCH	STACY	\$95,095.00
Office Assist- Auto. Syst.	PALERMO	SARAH	\$86,793.98
Interm. Acct. Clerk	ROMERO	ROBERTO	\$100,000.00
Interm. Acct. Clerk	CHUI-TIRU	MONICA	\$90,000.00
Village Judge	FARBER	DANIELLE	\$25,000.00
Associate Judge	BAKER	MITCHELL	\$5,150.00
Court Clerk	FUSCO	DONNA	\$101,000.00
Assist. Court Clerk	JANNIELLO	JENNIFER	\$30.57
Court Attendant	BABAK	MARK	\$37.60
Court Attendant	FERRARI	JAMES	\$37.60
Building Inspector	MARRON	EDWARD	\$175,051.59
Assist. Building Inspector *	BERGER	ELISA	\$96,431.69
Assist. Building Inspector *	FLANDREAU	JAMES	\$97,562.63
	* Add: Fire Inspection Stipend \$3,500		
PT Office Asst. - Auto. Syst.	RAGUSA	ANTHONY	\$25.75
Supt. Of Public Works	SMITH	TODD	\$159,000.00
Supt. Of Water and Sewer	ENGLISHBY	JAMES	\$175,051.59
Laborer (DPW)	DICHIARA	JAMES	\$49.16
Fire Chief	DOWD	DAVID	\$5,490.00
Asst. Fire Chief	DEPAOLI	CHRIS	\$3,074.00
Asst. Fire Chief	BILLINGS	DANIEL	\$3,074.00
Laborer (IFD)	LILLO	RONALD	\$28.00
Laborer (IFD)	RUFFLER	JAMES	\$27.81
Supt. Of Recreation	DEPAOLI	MAUREEN	\$159,000.00
Rec. Supervisor	THORNTON	ANGELA	\$99,220.93
Rec. Supervisor	DINARDO JR	MICHAEL	\$99,220.93

Office Assit.-Auto Syst,	COAPMAN	LAURA	\$91,000.00
Naturalist	REILLY III	CHARLES J.	\$96,000.00
Coord. Senior Services	ARMSTRONG	JOAN	\$48.13
Police Chief	PIGNATELLI	FRANCIS	\$226,347.65
Police Lieutenant	MORANO	MICHAEL	\$181,885.64
Police Lieutenant	FOLEY	MICHAEL	\$181,885.64
Sr. Office Assist (P.D)	NYEMCHEK	LOUISE	\$83,129.24
Parking Enforcement Officer	DEFREITAS	EDUARDO	\$73,295.83
Crossing Guard	HUSIANYCIA- OTIVICH	LYDIA	\$34.64
Crossing Guard	SEREDINSKY	VIRGINIA	\$34.64
Crossing Guard	SCHRADER	PAUL	\$34.64
Library Director	GATZEK	ROSEMARIE	\$119,549.01
Librarian I	ROMAN	KESHET	\$62,562.20
Librarian II	GALLAGHER	CAROLYN	\$76,723.67
PRINCIPAL LIBRARY CLERK	VANO	PATTY	\$60,684.51
P/T LIBRARIAN I	IZES	LOIS	\$37.83
P/T LIBRARIAN I	KUGEL	LYDIA	\$37.83
P/T LIBRARIAN I	EVANS	THOMAS	\$37.83
P/T LIBRARIAN I	MOSER	LINDA	\$37.83
P/T LIBRARIAN I	MIRANDA	FRANCISCO	\$37.83
P/T LIBRARIAN I	BAULCH	CHRISTINA	\$37.83
P/T LIBRARY CLERK	FISHER	PATRICIA	\$21.12
P/T LIBRARY CLERK	GALGANO	MARK	\$21.12
P/T LIBRARY CLERK	KNOX-HOOPER	JENNIFER	\$21.12
Library Assistant	BECKHORN	GRETCHEN	\$30.90
P/T LIBRARY CLERK	DAWSON	CIARA	\$21.12
P/T LIBRARY CLERK	MALAVE	JUDY	\$21.12
P/T LIBRARY PAGE	CORNELY	URSULA	\$12.51
P/T LIBRARY CLERK (SUB)	CORNELY	URSULA	\$21.12
P/T LIBRARY CLERK	EADE	KARIN	\$21.12
PT LIBRARY CLERK	LUNIS	NATALIE	\$21.12

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-105  
 VOLUNTEER APPOINTMENTS**

Mayor Burgos offered the following resolution, which was seconded by Trustee Bloom, and adopted:  
**RESOLVED** to appoint the following the Village Board volunteer committee member:

**Recreation & Parks Advisory Committee (RPAC)**

Member

Ben Thompson

**Term Expires**

December 2028

**FURTHER RESOLVED** to appoint the following Ad Hoc volunteer committee members:

**Budget Committee**

Member

Smita Reddy

**Term Expires**

December 2029

Member

Susan Parish

December 2029

Member

Ilya Gofshteyn

December 2028

Member

Justin Lukach

December 2028

Member

Christopher Lando

December 2027

Member

Michael Curran

December 2027

Member

Sara Rubinow

December 2027

**Climate Smart Communities Task Force**

Coordinator

Charlotte Binns

December 2026

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
NAYS: 0

**RESOLUTION 2026-106**

**AWARD OF CONTRACT FOR USE AND OPERATION OF HEAVY EQUIPMENT (#2026-23)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogrodnek, and adopted:

**WHEREAS**, one bid was received for contract #2026-23 for the use and operation of heavy equipment as follows:

<b>CONTRACTOR</b>	<b>TOTAL BID</b>
2XPC Corp d/b/a Those Guys Contracting 26 Ganung Drive Ossining, NY 10562	\$134,850.00

**WHEREAS**, the Village Administrator reviewed the bid submitted and determined that it is responsive to the specifications; and

**RESOLVED** to award contract #2026-23 for the use and operation of heavy equipment in the amount of \$134,850.00 to 2XPC Corporation d/b/a Those Guys Contracting as primary contractor and to authorize the Village Administrator to execute said contract.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
NAYS: 0

**RESOLUTION 2026-107  
APPROVAL OF THE FARMERS MARKET MANAGER CONTRACT (#2026-21)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogradnek, and adopted:

**RESOLVED** to authorize the Village Administrator to execute an agreement with Pascale Le Draoulec to manage the Farmers Market for the Village of Irvington for an annual fee of \$50,000.00 from June 1, 2026 to May 31, 2027.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
NAYS: 0

**RESOLUTION 2026-108  
APPROVAL OF AGREEMENT (#2026-22) FOR LANDSCAPE MAINTENANCE AT THE  
O'HARA NATURE CENTER**

Mayor Burgos offered the following resolution, which was seconded by Trustee Bloom, and adopted:

**RESOLVED** to approve an agreement (#2026-22) with Strom Hort LLC providing landscape maintenance at the O'Hara Nature Center and to authorize the Village Administrator to execute said agreement.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
NAYS: 0

**RESOLUTION 2026-109  
APPROVAL OF THE SUSTAINABILITY DIRECTOR CONTRACT (#2026-28)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogradnek, and adopted:

**RESOLVED** to approve the contract for Charlotte Binns as the Sustainability Director for the term June 1, 2026 to May 31, 2027 at a rate of \$72.10 per hour for up to 1,000 hours annually.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
NAYS: 0

**RESOLUTION 2026-110  
AUTHORIZING APPLICATION TO THE RESILIENT INVESTMENTS THROUGH SUPPORT  
AND CAPITAL – INFRASTRUCTURE PROGRAM**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogradnek, and adopted:

**WHEREAS**, the Village is applying to the New York State Office of Resilient Homes and Communities for funding under the Hurricane Ida Resilient Investments through Support and Capital (RISC) – Infrastructure Program to implement stormwater improvements by constructing the Station Road Bypass; and

**WHEREAS**, RISC – Infrastructure Program funds will be disbursed on a cost incurred basis with Grantees laying out construction funding prior to seeking reimbursement against the grants.

**RESOLVED** that the Board of Trustees of the Village of Irvington does hereby support the project and authorize the Village Administrator to submit an application in accordance with the provisions of the RISC – Infrastructure Program and, upon approval of said request, commits to provide construction funds from the General Fund Balance to meet project costs prior to applying for RISC reimbursement of such funds.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-111  
 AUTHORIZING TAX CERTIORARI SETTLEMENT – WFHA WESTCHESTER  
 RESTORATION, LP**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogradnek, and adopted:

**WHEREAS**, Petitions having been filed by WFHA Westchester Restoration, LP (hereinafter "Petitioner") challenging real property tax assessments on the Village of Irvington and the Town of Greenburgh's assessment rolls with respect to the Subject Property for the 2020 to 2024 town assessment years with respect to parcels designated as Section 2.80, Block 29, Lot 11..2

<b>Property Owner</b>	<b>Property Address</b>	<b>Assess.</b>
Year(s) WFHA Westchester Restoration, LP	2 Main Street	2020-2024

**WHEREAS**, Petitioner's actions are now pending in Supreme Court Westchester County; and

**WHEREAS**, the Town and the Petitioner have reached a mutually agreeable resolution;

**NOW THEREFORE**, the Village is authorized to effectuate a settlement commensurate with the following terms:

<b>Town Assessment Year</b>	<b>Original Assessment</b>	<b>Revised Assessment</b>	<b>Reduction</b>
2020	1,791,600	1,400,000	391,600
2021	1,934,300	1,450,000	484,300
2022	1,934,300	1,475,000	459,300

2023	1,934,300	1,500,000	434,300
2024	2,194,100	1,500,000	694,100

The Village of Irvington's share of the refund is \$19,140.37

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-112  
 APPROVAL OF PROPOSAL FROM MCGRATH & CO REAL ESTATE APPRAISERS (#2026-36)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogrodnek, and adopted:

**RESOLVED**, that the proposal for professional services with McGrath & Co Real Estate Appraisers to perform exterior inspections of Village-owned properties effective May 11, 2026 in the amount of \$14,000.00 is hereby approved and the Village Administrator is authorized to execute said agreement.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-113  
 AUTHORIZATION TO APPROVE CHANGE ORDER #1 FOR THE O'HARA NATURE CENTER EV INSTALLATION PROJECT**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogrodnek, and adopted:

**RESOLVED** to approve Change Order #1 with INF Associates, LLC in the amount of a \$5,000 discount for the O'Hara Nature Center EV Installation project and to authorize the Village Administrator to execute said Change Order.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-114  
 ACCEPTANCE OF THE ORGANICS MANAGEMENT PLAN**

Mayor Burgos offered the following resolution, which was seconded by Trustee Bloom, and adopted:

**RESOLVED** that the Village Board hereby accepts the 2026 Organics Management Plan; and be it further

**RESOLVED** that the Village Administrator is hereby directed to consider and recommend how best to incorporate the goals of the Plan into Village operations, subject to budgetary, staffing, and other relevant considerations.

The vote resulted as follows:

AYES:           5       (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
NAYS:           0

Trustee Ogrodnek thanked Deputy Mayor Bloom for all her work on the volunteer celebration.

Village Administrator Charles Hessler provided an update on the Harriman Road Drainage Project, Erie and Langdon Water Main Replacement, and recognized his father's 80<sup>th</sup> birthday.

Village Clerk-Treasurer Katie Bugna reported that tax bills will be mailed out by June 1<sup>st</sup>, the payment for the first half is due by June 30<sup>th</sup> without penalty and that the second half is due by December 31<sup>st</sup> without penalty.

Mayor Burgos opened the floor to public comment. There were no comments from the public.

After a review of action items and there being no further business, Mayor Burgos made a motion to adjourn the meeting. The motion was seconded by Trustee Kleiman, and unanimously approved.

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Katie Bugna, Village Clerk-Treasurer

**RESOLUTION 2026-XXX  
APPROVAL OF ONE DAY ALCOHOL SALES PERMIT IN CONNECTION WITH  
JUNETEENTH EVENT**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**RESOLVED**, that the One Day Alcohol Sales Permit in connection with the Juneteenth event is hereby approved and the Village Administrator is authorized to execute any necessary documents related to this permit.

**RESOLUTION 2026-XXX  
APPOINTMENT OF PERSONNEL IN DEPARTMENT OF PUBLIC WORKS**

Trustee                    offered the following resolution, which was seconded by Trustee                    , and adopted:

**RESOLVED** to appoint James Ruffler Jr. to the position of Laborer (Step 1) at an annual salary of \$57,604 effective June 2, 2026. This position is subject to the completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

**VILLAGE OF IRVINGTON**  
**DEPARTMENT OF PUBLIC WORKS**



**Memo**

**TO:** Charles Hessler, Village Administrator  
**FROM:** Todd Smith, Superintendent of Public Works  
**DATE:** May 26, 2026  
**RE:** **Request to Hire 1 Full Time Employee (Laborer)**

In order to fill a new laborer position in the DPW, I respectfully request to hire James Ruffler Jr. James would begin at Step 1 with an annual salary of \$57,604.00 with a start date of June 2, 2026.

The job was posted on April 30, 2026 with a cut-off date of May 15, 2026. After reviewing applications and holding interviews for qualified candidates, James clearly stood out above the other qualified candidates.

Employment Applications / Resumes on file @ DPW Office

CC: Katie Bugna, Village Clerk/Treasurer  
Karen Buccheri, Executive Secretary to Village Administrator

**RESOLUTION 2026-XXX**

**APPOINTMENT OF PART-TIME POSITIONS FOR THE DEPARTMENT OF PUBLIC WORKS**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**RESOLVED** to make the following temporary help “as needed” appointments to the Department of Public Works effective June 1, 2026 through May 31, 2027:

<u>Name</u>	<u>Rate</u>	<u>Status</u>
Carl Caporal	\$25.00 per hour	P/T Laborer
Peter Caporal	\$25.00 per hour	P/T Laborer
Jerry Malota	\$25.00 per hour	P/T Laborer
Jim Ruffler	\$25.00 per hour	P/T Laborer
Carl Caporal	\$42.12 per hour	P/T Driver
Peter Caporal	\$42.12 per hour	P/T Driver
Jerry Malota	\$42.12 per hour	P/T Driver
Jim Ruffler	\$42.12 per hour	P/T Driver

**FURTHER RESOLVED** to make the following temporary help “as needed” appointments for snowstorms to the Department of Public Works effective June 1, 2026 through May 31, 2027:

<u>Name</u>	<u>Rate</u>	<u>Status</u>
Carl Caporal	\$60.00 per hour	P/T Driver
Peter Caporal	\$60.00 per hour	P/T Driver
Jerry Malota	\$60.00 per hour	P/T Driver
Jim Ruffler	\$60.00 per hour	P/T Driver

VILLAGE OF IRVINGTON  
DEPARTMENT OF PUBLIC WORKS



Memo

**To:** Charles Hessler

**From:** Todd Smith

**Date:** 5/22/26

**Subject:** Temporary Help "As Needed"

Effective 6/1/26 through 5/31/27, I respectfully request permission to hire temporary help as needed.

I propose the pay to be \$25.00 per hour for laborers and \$42.12 per hour for drivers.

Lists of potential candidates:

**Drivers:**

Carl Caporal: 914-260-2837

Peter Caporal: 914-589-4704

Jerry Malota: 914-879-7145

Jim Ruffler: 914-494-0215

cc: Katie Bugna, Village Clerk/Treasurer  
Karen Buccheri, Executive Secretary to Village Administrator

**VILLAGE OF IRVINGTON**  
**DEPARTMENT OF PUBLIC WORKS**



**Memo**

**To:** Charles Hessler

**From:** Todd Smith

**Date:** 5/22/26

**Subject:** **Temporary Help "As Needed" for Snowstorms**

Effective 6/1/26 through 5/31/27, I respectfully request permission to hire temporary help as needed to clear sidewalks or plow roads during a snowstorm and for snow removal.

I propose the pay to be \$60.00 per hour for drivers.

Lists of potential candidates:

**Drivers:**

Carl Caporal

Peter Caporal

Jerry Malota

Jim Ruffler

cc: Katie Bugna, Village Clerk/Treasurer  
Karen Buccheri, Executive Secretary to Village Administrator

**RESOLUTION 2026-XXX**  
**APPROVAL OF DONATION OF FIREGROUND RADIOS AND CHARGERS**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**RESOLVED**, that the Board of Trustees of the Village hereby determines that 30 fireground radios (Motorola model: HT1000) and chargers (Motorola model: TDN9816A) are no longer needed for Village purposes, has no further useful life to the Village, and is therefore declared obsolete and surplus property; and be it further

**RESOLVED**, that the Village Administrator is hereby authorized to donate said equipment to Cuerpo De Bomberitos San Francisco de Macori (a fire department in the Dominican Republic), upon such terms and conditions as deemed appropriate and in the best interests of the Village.

**RESOLUTION 2026-XXX  
STANDARD WORK DAY FOR VILLAGE EMPLOYEES**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**WHEREAS**, the New York State and Local Retirement System requires that the Village of Irvington (“Village”) establish a standard work day for each employee title for retirement reporting purposes,

**NOW, THEREFORE, BE IT RESOLVED**, that the Village of Irvington, Location Code: 40096, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the Village:

Title	Standard Work Day (hours per day)
Village Administrator	8.00
Village Clerk-Treasurer	7.00
Intermediate Account Clerk	7.00
Assistant Building Inspector	7.00
Superintendent of Recreation	7.00
Naturalist	7.00
Parking Enforcement Officer	7.00
Secretary to Village Administrator	7.00
Deputy Village Clerk-Treasurer	7.00
Building Inspector	7.00
Office Assistant (Auto System)	7.00
Recreation Supervisor	7.00
Senior Office Assistant (Auto System)	7.00
Superintendent of Public Works	8.00
Water and Sewer Superintendent	8.00

**BE IT FURTHER RESOLVED**, that this schedule shall take effect immediately upon adoption by the Board of Trustees.

**RESOLUTION 2026-XXX  
 APPOINTMENT OF PERSONNEL IN RECREATION & PARKS DEPARTMENT**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**RESOLVED** to appoint the following part-time seasonal employees in the Recreation and Parks Department:

**2026 IRVINGTON TEENSCAPE STAFF**

Effective June 29, 2026 through August 7, 2026

Angela Thornton	TEENSCAPE Co- Director, Lifeguard, RTE	\$7,500.00 Stipend
Michael DiNardo	TEENSCAPE Co- Director, RTE	\$7,500.00 Stipend
Ronan Smith	TEENSCAPE Counselor	\$18.00 per hour
Steven Rittmeyer Jr.	TEENSCAPE Counselor	\$17.75 per hour
Ethan Shtifman	TEENSCAPE Counselor	\$17.25 per hour
Jacob Constantine	TEENSCAPE Counselor/Lifeguard	\$18.25 per hour
Michael Toolan	TEENSCAPE Counselor	\$17.00 per hour
Daisy Lamb	TEENSCAPE Counselor	\$17.00 per hour
Cloe Pisani	TEENSCAPE Counselor	\$17.00 per hour

**RESOLVED** to make the following reappointments effective June 29, 2026 through August 7, 2026:

<u>NAME</u>	<u>RATE OF PAY</u>
<b>Counselors:</b>	
Artemisia Baliyaj	\$19.00
Luke Calabrese	\$18.00
Sigal Edo	\$17.00
Jelena Herceg	\$18.00
Sophia Im	\$18.00
Piper Keltz	\$17.00
Madison Maldonado	\$17.00
Horace McFarlane	\$18.00
Madeline O'Reilly	\$17.00
Oscar Peres	\$18.00
Angel Ramos	\$22.00
Jayin Sawhney	\$18.00
Alex Shevrin	\$18.00
Paige Swift	\$17.00
Remmet Wise	\$17.00
<b>Assistant House Director:</b>	
Nicole Herschkorn	\$28.00
Bliss Johnsen	\$24.00
Danielle Gray	\$24.00

**House Directors:**

Nandranie Balkaran	\$28.00
Luzelena Bereday	\$36.00
Rachel Buchsbaum	\$31.00
Emily Falcones	\$30.00
Jamie Himpel	\$30.00
Sharon McLaughlin	\$28.00
Gianna Paone	\$28.00
Lisa Papovitch	\$33.00
Jenna Ruffler	\$27.00
Claire Ruggeri	\$31.00
Maura Seebeck	\$38.50
Tanja Zandel	\$29.00

**Specialist:**

Heather Bancroft    Crafts	\$44.50
Jack Keltz    Sports	\$26.00

**Assistant to Specialist:**

Christina Ruffler	\$28.00
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**Office/Building Support:**

Natasha DePaoli	\$30.00
Office Supervisor/Medical Director/ RTE/CPR/AED/EpiPen	
Donna Esperito    part time    Building Substitute	\$27.00
Stephanie Proto    part-time    Building Substitute	\$32.00
Dianna Rigos    Trip Supervisor/ RTE/CPR/AED/EpiPen	\$35.00

**Camp Director and Nature Specialist:**

Stefanie Brinkerhoff	\$8,250.00
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**FURTHER RESOLVED** to make the following appointments effective June 1, 2026 through November 24, 2026:

Cole Caporal	Program Recreation Assistant	\$18.50 per hour
Danielle Gray	Program Recreation Assistant	\$22.00 per hour
Rebecca Strauss	Program Recreation Assistant	\$22.00 per hour

## Appointment of 2026 Irvington Teenscape

It is recommended that the Board of Trustees approve the appointment of the 2026 Teenscape Camp staff for the Recreation and Parks Department, effective June 29, 2026, through August 7, 2026, at the designated hourly wages.

Angela Thornton	TEENSCAPE Co- Director, Lifeguard, RTE	\$7,500 Stipend
Michael DiNardo	TEENSCAPE Co- Director, RTE	\$7,500 Stipend
Ronan Smith	TEENSCAPE Counselor	\$18.00 per hour
Steven Rittmeyer Jr.	TEENSCAPE Counselor	\$17.75 per hour
Ethan Shtifman	TEENSCAPE Counselor	\$17.25 per hour
Jacob Constantine	TEENSCAPE Counselor/Lifeguard	\$18.25 per hour
Michael Toolan	TEENSCAPE Counselor	\$17.00 per hour
Daisy Lamb	TEENSCAPE Counselor	\$17.00 per hour
Chloe Pisani	TEENSCAPE Counselor	\$17.00 per hour

## **Appointment of 2026 Irvington Day Camp Staff Rehires**

It is recommended that the Board of Trustees approve the appointment of the returning 2026 Day Camp staff for the Recreation and Parks Department, effective June 29, 2026, through August 7, 2026, at the designated hourly wages.

### **Counselor:**

Artemisa Baliaj 19.00  
Luke Calabrese 18.00  
Sigal Edo 17.00  
Jelena Herceg 18.00  
Sophia Im 18.00  
Piper Keltz 17.00  
Madison Maldonado 17.00  
Horace McFarlane 18.00  
Madeline O'Reilly 17.00  
Oscar Peres 18.00  
Angel Ramos 22.00  
Jayin Sawhney 18.00  
Alex Shevrin 18.00  
Paige Swift 17.00  
Remmet Wise 17.00

### **Assistant House Director:**

Nicole Herschkorn 28.00  
Bliss Johnsen 24.00  
Danielle Gray 24.00

### **House Director:**

Nan Balkaran 28.00  
LuzElena Bereday 36.00  
Rachel Buchsbaum 31.00  
Emily Falcones 30.00  
Jamie Himpel 30.00  
Sharon McLaughlin 28.00  
Gianna Paone 28.00  
Lisa Papovitch 33.00  
Jenna Ruffler 27.00  
Claire Ruggeri 31.00  
Maura Seebeck 38.50  
Tanja Zandel 29.00

**Specialist:**

Heather Bancroft **Crafts** 44.50

Jack Keltz **Sports** 26.00

**Assistant to Specialist:**

Christina Ruffler 28.00

**Office/Building Support:**

Natasha DePaoli 30.00 **Office Supervisor/Medical Director/ RTE/CPR/AED/EpiPen**

Donna Esperito 27.00 **Building Substitute(part time)**

Stephanie Proto 32.00 **Building Substitute(part time)**

Dianna Rigos 35.00 **Trip Supervisor RTE/CPR/AED/EpiPen**

**Camp Director and Nature Specialist:**

Stefanie Brinkerhoff 8,250.00

**Appointments**

**Effective June 1<sup>st</sup>-November 24<sup>th</sup> 2026.**

Cole Caporal \$18.50 Program Rec. Assistant

Danielle Gray 22.00 Program Rec. Assistant

Rebecca Strauss \$22.00 Program Rec. Assistant

**RESOLUTION 2026-XXX  
 AWARD OF CONTRACT #2026-18 FOR ON-CALL STREETLIGHT AND ELECTRICAL  
 SERVICES FOR VILLAGE OWNED FACILITIES**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**WHEREAS**, two (2) bids were received for contract #2026-18 for on-call streetlight and electrical services for Village owned facilities as follows:

<b><u>CONTRACTOR</u></b>		<b><u>Service rates Hourly</u></b>
Morabito Electric Inc. 26 Church Street Tarrytown, NY 10591	Electrician, Routine Service Call Electrician, Emergency Call Bucket Truck	\$98.50 \$98.50 \$25.00
Fairway Electric Inc. 1268 Turnpike Road New Ipswich, NH 0071	Electrician, Routine Service Call Electrician, Emergency Call Bucket Truck	\$557.45 \$895.45

**WHEREAS**, the Village Administrator has determined that the bid from Morabito Electric Inc. is in order and responsive to the specifications; now therefore be it

**RESOLVED** to award contract #2026-18 for on-call streetlight and electrical services for Village owned facilities to Morabito Electric Inc. at the unit prices submitted in their bid and to authorize the Village Administrator to execute said contract.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of June 2026 by and between Morabito Electric, Inc., located 26 Church Street, Tarrytown, NY 10591 hereinafter referred to as "CONTRACTOR" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER".

**WHEREAS**, the Village of Irvington intends to enter into a contract with the CONTRACTOR for on-call streetlight and electrical services for Village-owned facilities for the OWNER;

**WHEREAS**, the CONTRACTOR has represented that they possess adequate equipment and sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

### **I. SCOPE OF WORK**

The CONTRACTOR shall provide to OWNER the equipment, materials, personnel and services identified in Exhibit "A" in a proper manner, satisfactory to the OWNER.

### **II. TIME OF PERFORMANCE and TERM**

The services to be performed for on-call streetlight and electrical services for Village-owned facilities hereunder shall be provided in accordance with Exhibit "A".

The term of this agreement shall be from June 1, 2026 until May 31, 2027.

This agreement shall be renewable at the option of the OWNER for up to one (1) additional year with no change in rates shown in Exhibit "A".

### **III. COMPENSATION AND PAYMENT**

For satisfactory performance of the services described above, the OWNER shall pay the CONTRACTOR for services rendered. The CONTRACTOR shall bill the OWNER monthly for actual work completed in accordance with the schedule in Exhibit "A". Each invoice must clearly describe the services rendered to date by CONTRACTOR.

The CONTRACTOR will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates and Workers Compensation. (**PRC# 2026012606 – on call electrical**)

The filing of payrolls is a condition of payment. The Treasurer's Office will not remit payment until the required payrolls are filed.

**IV. COMPLIANCE WITH LAWS**

The CONTRACTOR shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

**V. SUB-CONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONTRACTOR of any liability or responsibility for the proper performance of the work under this Agreement.

**VI. INSPECTIONS**

All work performed by the CONTRACTOR shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONTRACTOR of responsibility for the proper performance of the work.

**VII. EXTRA WORK**

NOT APPLICABLE.

**VIII. TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONTRACTOR. Upon receipt of this notice the CONTRACTOR shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONTRACTOR for all work completed and material and equipment provided to date.

**IX. DEFAULT**

Should the CONTRACTOR breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONTRACTOR fails to perform any of its obligations or if the CONTRACTOR fails to give the OWNER assurance of adequate performance within ten working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONTRACTOR, the OWNER may:

- a) declare the CONTRACTOR to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONTRACTOR until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by determining a percentage of work completed by the CONTRACTOR and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

**X. INDEMNIFICATION**

The CONTRACTOR shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONTRACTOR, its subcontractors, agents or employees in connection with his services under this Agreement. The CONTRACTOR specifically agrees that its Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONTRACTOR shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONTRACTOR under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONTRACTOR'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in the Agreement shall create or give to a third party any claim or right of action against the CONTRACTOR, or the owner beyond such as may legally exist irrespective of this Article or this Agreement.

**XI. INSURANCE REQUIREMENTS**

The CONTRACTOR shall, during the performance of the work, maintain the following insurance in the types and amounts and with insurers satisfactory to the OWNER:

<b>Commercial General Liability (CGL)</b>	<b>(1,5,8 &amp;9)</b>
<b>Each Occurrence</b>	
General Liability	\$3,000,000
Personal & Adv injury	\$1,000,000
Med Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$1,000,000
<b>Auto Liability – including BI and PD (AL)</b>	<b>(2 &amp;7)</b>
Combined single Limit per accident	
Any Auto	\$1,000,000
Or	
All Owned	\$1,000,000
All Hired	\$1,000,000
All Non-Owned	\$1,000,000

<b>Excess/Umbrella Liability</b>	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
<b>Workers Compensation and Employers Liability</b>	<b>(3)</b>
Each Employee	Statutory
Each Accident	Statutory
<b>Disability Benefits</b>	<b>(3)</b>
Each Employee	Statutory
	<b>GL-AL</b>

- 1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- 2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- 3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1. Workers' Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers' Compensation Board certifying that they are not required to obtain NYS specific Workers' Compensation Insurance or NYS statutory Disability Benefits.
- 5) The Village of Irvington should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- 8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- 9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.

Prior to commencing performance, the CONTRACTOR shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER

prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured.

The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Irvington constitutes a material breach of contract and subjects it to liabilities for damages, indemnifications and all other legal remedies available to the Village of Irvington. The failure of the Village of Irvington to object to the contents of the Certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Irvington.

The cost of furnishing the above insurance shall be borne by the contractor/provider; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

**XII. INDEPENDENT CONSULTANT**

The CONTRACTOR shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent contractor, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venture with the OWNER. The OWNER shall be the general administrator and coordinator of the CONTRACTOR'S services for the Project.

**XIII. RECORDS**

The CONTRACTOR shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONTRACTOR.

All drawings, specifications, reports, information or data prepared by or furnished to the CONTRACTOR in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

**XIV. PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**XV. TRANSFERABILITY OF INTEREST**

The CONTRACTOR shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONTRACTOR shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

**XVI. GOVERNING LAWS**

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

**XVII. SUPPLEMENTS TO AGREEMENTS**

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" Bid submission on May 27, 2026

**XVIII. ENTIRE AGREEMENT - AMENDMENTS**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington  
(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

Charles G. Hessler  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Village Administrator  
Title

\_\_\_\_\_  
Title

SECTION C BID PROPOSAL  
ON-CALL STREETLIGHT AND ELECTRICAL SERVICES FOR  
VILLAGE-OWNED FACILITIES  
VILLAGE OF IRVINGTON  
WESTCHESTER COUNTY, NEW YORK

To:

Village Hall  
Village of Irvington  
85 Main Street  
Irvington, NY 10533

Bid Submitted By:

Morabito Electric, Inc.  
(Name)  
P.O. Box 804  
Sleepy Hollow, NY 10591  
(Address)  
914-631-8317  
(Telephone)  
meinc@optonline.net  
(Email)

1. The bidder agrees, if this bid is accepted, to enter into an agreement with the Village of Irvington in the form included in **Section D** of this bid package.
2. The Bidder accepts all of the terms and conditions of the Notice to Bidders and Specifications. The bid will remain subject to acceptance for 45 days after the day of Bid opening. Bidder will sign and submit the Agreement with the other documents required by the Bidding Documents within 15 days after the date of the Owner's Notice of Award.
3. In submitting the bid, the Bidder represents that:
  - a) Bidder has examined all of the bidding documents and all of the addenda, if any.
  - b) Bidder is familiar with the nature and extent of the Contract Documents, the work, the site and all existing conditions that may affect cost or performance.
  - c) Bidder has given the Village of Irvington written notice of all conflicts, errors or discrepancies that it has discovered in any of the Contract Documents.
  - d) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;
 

Bidder has not solicited or induced from any person, firm or corporation to refrain from bidding and Bidder has not sought by collusion to obtain for itself and advantage over any other bidder or over the Owner.
4. Bidder submits its bid for the contract below and agrees to perform work at the Bid Rate(s) per Hour as shown

on the Proposal Form.

**4.1 Time Charges**

The cost per hour is the bid charge in dollars per hour to the Owner for work by qualified workers (licensed or supervised by licensed persons, where required by law or regulation). The cost per hour includes all necessary tools, vehicles, equipment, payroll, taxes, fringe benefits, other overhead and profit. The Contractor will be reimbursed for only authorized hours worked on the site at the bid cost per hour.

All wages paid to Contractor's employees under this contract must comply with NYS Department of Labor Prevailing Wage rules.

**4.2 Material Charges**

The Village will supply the necessary materials or the contractor will be directed to purchase the materials under the Village tax exempt account directly related to the assigned Village work.

**4.3 Contract Package Bid Amounts**

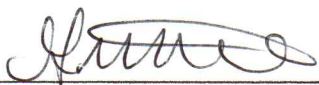
Bidder must complete all blanks in the Contract Package for which the bidder is submitting a bid.

5. The following documents are attached to and made a condition of the bid

- a. References
- b. Bid Sheet
- c. Statement of Non-Collusion
- d. Hold Harmless Agreement
- e. Certificate of Compliance with NYS Sexual Harassment Prevention Law
- f. Certificate of Compliance with the Iran Divestment Act
- g. NYS Prevailing Wage Rates
- h. Proof of NYSDOL registration
- i. Insurance Procedure

6. The terms used in the Bid that are defined in the General Conditions are included as part of the Contract Documents and have the same meanings assigned to them as in the General Conditions.

Morabito Electric, Inc.  
(Legal Name of Bidder, Partner or Corporate Officer)

By:   
(Authorized Signature)

Date: 5/21/2026



**BID SHEET**  
**ON-CALL STREETLIGHT AND ELECTRICAL SERVICES FOR**  
**VILLAGE-OWNED FACILITIES**  
**Village Of Irvington NY**  
**Irvington NY 10533**

<u>Service Rates</u>	<u>Hourly</u>
Electrician, Routine Service Call	\$ 98.50
Electrician, Emergency Call	\$ 98.50
Required Equipment: Bucket Truck <del>with operator</del>	\$ 25.00

**To:**

Village Hall  
Village of Irvington  
85 Main Street  
Irvington, NY 10533

**Bid Submitted By:**

Morabito Electric, Inc.

(Name of Bidder)

26 Church Street

(Street)

Tarrytown, NY 10591

(City, State, Zip Code)

914-631-8317

(Telephone No.)

meinc@optonline.net

(Email)

13-2980534

(Federal I.D. Number)

G. Morabito

(Name of Authorized Representative)

Owner

(Title)

STATEMENT OF NON-COLLUSION

NON-COLLUSIVE BIDDING CERTIFICATION

THIS PAGE MUST BE RETURNED WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Pursuant to Section 103-d of the General Municipal Law of the State of New York

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of their knowledge and belief:

- 1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The bidder acknowledges that if the statements herein are false, the bid may be rejected, and any contract entered into may be voided.

Bidder: Morabito Electric, Inc.
(Legal Name of person, firm or corporation)

[Signature]
Authorized Signature

5/21/2026
Date

G. Morabito
Printed Name

Owner
Title

State of New York )
County of Westchester ) ss.:

On the 21st day of May, 2026, before me personally came GEORGINE MORABITO, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
(Notary Public)

ELIZABETH A. GERRITY
Notary Public, State of New York
Reg. No. 01GE6073293
Qualified in Putnam County
Commission Expires April 22, 2028

**CORPORATE RESOLUTION (for corporate bidders only)**

Resolved that Morabito Electric, Inc. be  
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project

On-call Streetlight and Electrical Services for Village-Owned  
Facilities. Project # 2026-18.

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Morabito Electric, Inc. corporation a meeting of the Board of Directors held on the 21<sup>st</sup> day of May, 2026.

(SEAL OF THE CORPORATION)

[Signature]  
(SECRETARY)

Laws of New York, 1965  
Ch. 751, Sec. 103-d, as amended  
effective September 1, 1965

**HOLD HARMLESS AGREEMENT**

**(To be approved by your Attorney)**

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and save harmless, the Village of Irvington, its employees, officers and agents, from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Irvington or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name) Morabito Electric, Inc.

ADDRESS P.O. Box 804

Sleepy Hollow, NY 10591

  
(Signature)

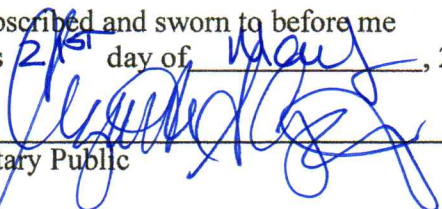
G. Morabito  
(Print Name)

Owner  
(Title)

5/21/2026  
(Dated)

NOTARY:

Subscribed and sworn to before me  
this 21<sup>st</sup> day of May, 2026

  
Notary Public

ELIZABETH A. GERRITY  
Notary Public, State of New York  
Reg. No. 01GE6073293  
Qualified in Putnam County  
Commission Expires April 22, 2028

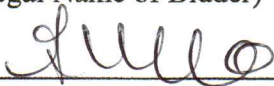
**CERTIFICATE OF COMPLIANCE**

**WITH NYS SEXUAL HARASSMENT PREVENTION LAW**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

Morabito Electric, Inc.  
(Legal Name of Bidder)

Date: 5/21/2020

By:   
(Authorized Signature)

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT  
(To be Completed by Each Bidder)**

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Irvington (the "Village") receive information that a bidder/proposer is in violation of the above-referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that they have ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Georgine Morabito, being duly sworn, deposes and says that they are  
(Name of Individual Signing this Certification)

the Owner of the Morabito Electric, Inc and that neither  
(Title/Position of Signer) (Name of bidder/proposer)

the bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Morabito Electric, Inc.  
Print Company Name

By: [Signature]  
Signature

Owner  
Title

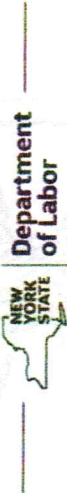
NOTARY:

Subscribed and sworn to before me  
this 21<sup>ST</sup> day of May, 2026

[Signature]  
Notary Public

ELIZABETH A. GERRITY  
Notary Public, State of New York  
Reg. No. 01GE6073293  
Qualified in Putnam County  
Commission Expires April 22, 2028

**WE ARE YOUR DOL**



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

## CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

**Morabito Electric, Inc.**

26 Church Street

Tarrytown, New York 10591

Phone Number: 9146318317

Registration Number: 25-671RV-CR

Date of Issue: 2025-12-17

Expiration Date: 2027-12-17

(This license is valid only for the contractor named above)

A handwritten signature in blue ink that reads "Roberta Reardon".

Roberta Reardon  
Commissioner

New York State Department of  
Labor



**RESOLUTION 2026-XXX  
APPROVAL OF AGREEMENT WITH FIREMATIC SUPPLY CO., INC. FOR FIRE RESCUE  
TRUCK (#2026-35)**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**RESOLVED** to approve a contract with Firematic Supply Co., Inc of East Yaphank, NY for the purchase of a new Pierce Enforcer heavy duty rescue truck to replace existing Rescue 49 apparatus at a cost of \$1,400,000.00; and

**BE IT FURTHER RESOLVED** that the funds for this expense will come from the Village's approved 2025-2026 capital budget.





# Option List

5/14/2026

**Customer:** Irvington Fire Department  
**Representative:** Horn, Jeff  
**Organization:** Firematic Supply Co, Inc  
**Requirements Manager:**  
**Description:** Irvington HDR  
**Body:** HDR, Non-Walk-In, Aluminum  
**Chassis:** Enforcer Chassis

**Bid Number:** 1751  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 03/04/2026  
**Stock Number:**  
**Price Level:** 55 (Current: 55)  
**Lane:**

Line	Option	Type	Option Description	Qty
1	0766614		Boiler Plates, Heavy Duty Rescue Fire Department/Customer - Irvington Fire Department Operating/In conjunction W-Service Center - In Conjunction Miles - 50 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - Firematic Supply co Inc Delivery - Delivery representative Dealership/Sales Organization, Service - Firematic Supply Co Inc	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533352		Special Services (Rescue) Fire Apparatus	1
8	0588614		Vehicle Certification, Rescue	1
9	0681285		Agency, Apparatus Certification, Rescue, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0000000	STF	Inspection Trip Qty, - 1 Fill in Blank - 5 members for pre construction, mid and final	1
11	0000000	STF	Tool Mounting Qty, - 1 Fill in Blank -	1
12	0766110		Consortium, Sourcewell	1
13	0535579		Not Required, Unit of Measure, (no pump, no tank)	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0816849		Performance Bond, Not Requested	1
16	0000007		Approval Drawing	1
17	0765582		Drawing, Bumper Extension, Top View, Reference Only	1
18	0672031		Drawing, Cab, Top View, Seating and EMS Cabinets, Reference Only	1
19	0745732		Drawing, Cab Cabinets, 3D View	1
20	0002928		Electrical Diagrams	1
21	0649754		Enforcer Chassis	1
22	0021007		Maximum Overall Height Size - 129"	1
23	0021010		Maximum Overall Length Size - 360"	1
24	0523786		Angle of Approach Fill in Blank - 8.5 Condition of Truck - Unloaded	1
25	0523787		Angle of Departure Fill in Blank - 10.0 Condition of Truck - Unloaded	1
26	0000110		Wheelbase Wheelbase - 184	1
27	0000070		GVW Rating GVW rating - 44,000	1
28	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
29	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
30	0821543		Axle, Front, Hendrickson Steertek, 18,000 lb, Saber FR/Enforcer	1
31	0821551		Suspension, Front, Hendrickson, Steertek NXT, 18,000 lb, Saber FR/Enforcer	1
32	0807746		Shock Absorbers on Front Axle, Steertek	1

Line	Option	Type	Option Description	Qty
33	0000322		Oil Seals, Front Axle	1
34	0078244		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply	1
35	0052887		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Dura-Bright, Hub Pilot	1
36	0530457		Axle, Rear, Meritor RS23-186, 24,000 lb Saber/Enforcer	1
37	0544250		Top Speed of Vehicle, 65 MPH /104 KPH	1
38	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
39	0000485		Oil Seals, Rear Axle	1
40	0633011		Tires, Rear, Michelin, XDS2, 11R22.50, LRH, Single	1
41	0826780		Wheels, Rear, Alcoa, 22.50" x 8.25", Alum, Dura-Bright, Hub Pilot, Single	1
42	0568081		Tire Balancing, Counteract Beads	1
43	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
44	0801909		Lug Nut, Covers, Chrome	1
45	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
46	0002045		Mud Flap, Front and Rear, Pierce Logo	1
47	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
48	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
49	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
50	0810608		Brakes, Meritor, EX225, 17", Disc Plus, Front w/ Steertek	1
51	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
52	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
53	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Job color (lower)	
54	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
55	0000790		Brake Lines, Nylon	1
56	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - DS Step Well, Rearward	
			Qty, Air Coupling (s) - 1	
57	0000845		Air Tank, Additional for Extra Capacity	1
			Paint Color, Air Tanks - Frame color	
58	0000820		Moisture Ejector, Automatic, w/Heat, Qty	4
			Qty, Auto. Moisture Eject - 4	
			Location, Moisture Ejector - Wet Tank, Primary and Secondary and Additional Tank	
59	0012034		Moisture Ejector, Manual, Remote Mounted	5
			Location - tbd	
			Qty, Man. Moist Ejector - 5	
60	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
61	0810947		Engine, Cummins X10, 450 hp, HT1650 lb-ft, W/OBD, EPA 2027, Saber FR/Enforcer	1
62	0811409		Not Required, Engine Contingency Adjustment	1
63	0001244		High Idle w/Electronic Engine, Custom	1
64	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) Cummins Hi Med Lo	
65	0812692		Clutch, Fan, Air Actuated, Horton Drive Master, Compression Fitting	1
66	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
67	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - S/S (Premium)	
			Exhaust, Material/Finish - Stainless Steel (Premium)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
68	0816171		Adapter, Exhaust, Nederman, for 6" or 7" Diffuser Outlet	1
			Location - tbd	
			Anchor Plate, Nederman - 3-Piece	
69	0788765		Radiator, Saber FR/Enforcer	1
70	0001090		Cooling Hoses, Rubber	1
71	0756651		Skid Plate, Radiator, .38", Painted Job Color	1
72	0545339		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel	1
			Finish, Fuel Tank - Painted	
73	0001128		Lines, Fuel, Wire Braided, Reusable Fittings	1

Line	Option	Type	Option Description	Qty
74	0582182		DEF Tank, 4.5 Gallon, DS Fill, Rear of Rear Axle, Common Door	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
75	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
76	0552607		Shutoff Valves (2), Fuel Line @ Filter	1
77	0699437		Cooler, Chassis Fuel, Not Req'd.	1
78	0019441		Drain Plug, Fuel Tank, Magnetic, In Place Of Standard	1
79	0621022		Filter, Davco Fuel Pro-382, With Heater, IATS, ISL9	1
80	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
81	0510877		Transmission, Shifter, 6-Spd, Push Button w/4+2 mode	1
			Trans, ratio - 4000 EVS, 6Spd	
82	0684459		Transmission Oil Cooler, Modine, External	1
83	0535530		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	1
84	0001375		Driveline, Spicer 1810	1
85	0010931		Driveline Safety Loop	2
			Qty, - 02	
86	0637248		Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
87	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
88	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Irvington	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Dept	
89	0839598		Bumper, 10" Ext, Form, .25" Steel, Paint Feat, SFR/Enf	1
			Paint, Color - lower cab	
90	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
91	0002283		Tow Hooks, Painted	1
92	0566485		Receiver, Portable Winch, Centered Under Front Bumper, 10K Pull	1
93	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper	1
			Location - left	
94	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
95	0625650		Cab, Enforcer, 7000	1
96	0647919		Engine Tunnel, ISL, Spray Insulation, Saber FR/Enforcer	1
97	0887601		Cab Insulation, Enforcer/Saber FR	1
98	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
99	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
100	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
101	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
102	0648912		Scuffplates, S/S At Cab Door Jambs and Handrails	1
			Material Trim/Scuffplate - c) S/S, Polished	
103	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
104	0015440		No Chrome Molding, On side of cab	1
105	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
106	0648171		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
107	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
108	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
109	0790923		Steps, 4-Door Cab, Dual, Grip Strut, Saber FR/Enforcer	1
			Light, Step, Additional - P25 LED	
			Step Well Material - Aluminum Treadplate	
110	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
111	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
112	0002141		Fenders, s/s on cab - Saber/Enforcer	1
113	0558101		Handrail, 10" on Cab Below Windshield, Single	1
114	0637984		Window, Side of C/C, Fixed, SFR/Enf	1
115	0786278		Window Tint, Crew Cab Door, Right Side, Medium Gray	1
116	0786289		Window Tint, Crew Cab Door, Left Side, Medium Gray	1
117	0786283		Window Tint, Behind Cab Door, Right Side, Medium Gray	1
118	0786295		Window Tint, Behind Cab Door, Left Side, Medium Gray	1
119	0651518		Window Protector Bars, Knurled, Crew Doors, 3" Above Window Sill Plate	1

Line	Option	Type	Option Description	Qty
120	0898689		Compt, Saddle, Transverse C/C, Dbl Pan, 70" SFR/Enf Light, Short Transverse Compt - Pierce, Both Sides Louvers - no louvers Scuffplate, Material/Finish - S/S, Polished Finish, Cab Compt/Component - Cab Interior Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking Door, Exterior Stop - 2-Web Strap Door, Cab Interior Cabinet - Lap, Drop, (2) Latches, Non-Locking	1
121	0741621		Metal Clip, Door Linkage Clips and Lubricate	1
122	0894089		Dash, Heavy Duty Metal, Enforcer Material Finish, Metal Dash - Match Interior Paint	1
123	0664351		Pac Trac, Installed in Cab/Crew Cab Location - rear wall in the cab each side of forward facing crew seats Qty, - 02	2
124	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
125	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum	1
126	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - i) fire smoke gray	1
127	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
128	0891411		HVAC, Heavy-Duty, Enforcer, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Formed Plastic	1
129	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf Sun Visor Retention - Thumb Latch	1
130	0634328		Grab Handles, Driver and Officer Door Posts, SFR/Enf	1
131	0693439		Lights, Engine Compt, Custom, Auto Sw, w/Fld Chk Dr Wln 3SC0CDCR, 3" LED Trim Qty, - 02	2
132	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch, Flush	1
133	0828042		Side Roll and Frontal Impact Protection, SRS	1
134	0622617		Seating Capacity, 6 Belted Seats	1
135	0736211		Seat, Driver, Bostrom, Sierra 550, Air Ride, High Back, Safety, PRIMARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
136	0632914		Seat, Officer, Bostrom 450, Fixed, SCBA, Safety, PRIMARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
137	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer Latch, Door, Storage - Lift and Turn Latch, Flush	1
138	0633758		Seat, Rr Fcng C/C, LS Otbrd, Bostrom 450, SCBA, Safety, PRIMARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
139	0102783		Not Required, Seat, Rr Facing C/C, Center	1
140	0633756		Seat, Rr Fcng C/C, RS Otbrd, Bostrom 450, SCBA, Safety, PRIMARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
141	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
142	0820998		Seat, Fwd Fcng C/C, Ctr, (2) Bostrom 450, SCBA, Safety, PRIMARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
143	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
144	0042359		Upholstery, Seats In Cab, All Vinyl, Bostrom, CARE Color, Cab Interior Vinyl/Fabric - a) Dark Silver/Gray Qty, - 06	6
145	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 05	5
146	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Orange	1
147	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1

Line	Option	Type	Option Description	Qty
148	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
149	0813183		Not Required, Enhanced Software for Cab and Crew Cab Dome Lts	1
150	0797301		Handlts, (6) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange Location, Portable Hand Light - tbd	1
151	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer EXCLUDED: [Emergency Switching]. - Individual Switches	1
152	0002544		Air Restriction Indicator - Pierce Chassis	1
153	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
154	0840912	SP	Light, Open Door - WIn, WIONSM*, DS Red, PS Amb, Upper Cmpt/Rear Step Blue, HDR Color, Trim - Chrome Trim	1
155	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
156	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer Location, Wiper Control - Standard Location	1
157	0834416		USB, Cab, 4, 12V DC, Dual USB Termination, NFPA1900/ULC USB, Type - USB Combo A & C	1
158	0820904		Wiring, Spare, 15 A 12V DC 1st NFPA1900/ULC Qty, - 04 12vdc power from - Battery switched Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - Behind Officer Seat, Engine Tunnel - Driver's Side, Rear Wall, Crew Cab - Centered and	4
159	0819994		Radio, Jensen, AM/FM/WB, Bluetooth Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - a) within reach of the driver	1
160	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf System Of Measurement - US Customary	1
161	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
162	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
163	0818413		Antenna Mount, Custom Chassis, Maxrad BMATM, 25' Coax, Location Feature Location - lower cab roof Qty, - 02	2
164	0808099		Camera, Pierce, 7" HD, R, Camera, AHD Color - 4) white Location, Camera Monitor - Driver Side Dash	1
165	0814831		Not Required, Camera Switcher	1
166	0785771		Recess, Rear Vision Camera Location - tbd	1
167	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
168	0831839		Not Required, Prognostics, Electrical System	1
169	0624256		Electrical System, Enforcer Hard Wired	1
170	0747612		Batteries, (6) Interstate Grp 31, 31-AGM7 925 CCA each, Threaded Stud	1
171	0008621		Battery System, Single Start, All Custom Chassis	1
172	0546514		Battery Compartment, Stainless Steel, Saber/Enforcer Material Finish - Painted	1
173	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
174	0814869		Location, Cab, Charger, Behind Driver Seat	1
175	0813791		Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1
176	0815291		Location, Cab, Ind/Remote, LS Above Wheel Well	1
177	0811952		Not Required, Indicator/Remote Status	1
178	0824337		Not Required, Location Ind/Remote	1
179	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1

Line	Option	Type	Option Description	Qty
180	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
181	0009429		Electric Power Only, Portable Winch	4
			Location - front	
			Qty, Receptacles - 04	
182	0002683		Tray, Battery, S/S, w/drains	1
183	0647728		Alternator, 430 amp, Delco Remy 55SI	1
184	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
185	0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/Enf/Imp/Sab/Vel	1
186	0840415		Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab	1
			Color, Lens, LED's - Match	
			Color, Trim - Polished Housing	
187	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
188	0887414		Lights, Clearance/Marker, Front With Visor Lt and Cab Frnt Lwr Side Dir/Mkr	1
189	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
190	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
191	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
192	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1
193	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
194	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
195	0589905		Alarm, Back-up Warning, PRECO 1040	1
196	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
197	0616293		Not Required, Lights Perimeter Pump House, No Pump	1
198	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
199	0769567		Lights, Perimeter, Amdor AY-LB-12HW012 12", Brkt	6
			Qty, Lights - 06	
			Location, Additional Perimeter Lights - Under Compt D1, 1lt, Under Compt D3, 1lt, Under Compt P1, 1lt, Under Compt P3, 1lt, Under Compt D4, 1lt and Under Compt P4, 1lt	
200	0814230		Not Required, Enhanced Software for Perimeter Lts	1
201	0768217		Lights, Step, P25 at Rear & Walkway, LED Light Strips in Stairway, Prk Brk	1
202	0814164		Light, Roof Mt, WIn S86M**, 86" Cnt Feature, Mkr Lts Activated, Mt Fet	1
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			LED Module Type - 4 White Spot	
			Mount, WIn Summit - SUBKT4 Flat Mnt Horizontal	
203	0727946		Lights, WIn, S30M** 30" 12VDC LED, RS Cab, Mt Fet	1
			Location - over crew door	
			Qty, - 01	
			Control, Light - Mkr Lt Not Connected	
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			LED Module Type - 2 White Spot	
			Mount, WIn Summit - SUBKT4 Flat Mnt Horizontal	
204	0727947		Lights, WIn, S30M** 30" 12VDC LED, LS Cab, Mt Fet	1
			Location - over crew door	
			Qty, - 01	
			Control, Light - Mkr Lt Not Connected	
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			LED Module Type - 2 White Spot	
			Mount, WIn Summit - SUBKT4 Flat Mnt Horizontal	
205	0766905		Lights, WIn, PCPSM1*, Pioneer, 12 VDC, 2nd	2
			Location - PS body inboard of emergency lights	
			Qty, - 02	
			Color, WIn Lt Housing - Chrome Cover	
			Control, Scene Lts - PS Scene Lts	
206	0766906		Lights, WIn, PCPSM1*, Pioneer, 12 VDC, 1st	2
			Location - DS body inboard of emergency lights	
			Qty, - 02	

Line	Option	Type	Option Description	Qty
206			Color, WIn Lt Housing - Chrome Cover	
207	0763739		Control, Scene Lts - DS Scene Lts	
			Lights, WIn, PCPSM1*, Pioneer, 12 VDC, 3rd	2
			Location - rear body high	
			Qty, - 02	
			Color, WIn Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS, Cab Sw Panel PS and Body	
			Switch, DS Rear Bulkhead	
208	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
209	0795742		Not Required, Walking Surface, Alt. Walking Surface Lights, HDR	1
210	0659530		Activation, AM/FM Radio, Off with E-Master Activation	1
211	0019030		HDR, Non-Walk-In, Aluminum	1
212	0020721		16.5' Body Length, 36.36.57.48, NWI	1
213	0656687		96" Body Width, NWI	1
214	0798578		103.25" Body Height, NWI	1
215	0838442		NWI, Roof	1
			Size, Transverse Hatch - No Transverse Hatch	
			Location, Recessed Area - No Recessed Area	
			Hatch Compt, Handle - Side Mounted Grab Handle	
			Hatch Compt, Config - Two Each Side	
			Qty, Recessed Area - 0	
216	0594265		Doors, Amdor, Roll-up, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
217	0041727		16.5' Body Roll Doors, 36.36.57.48, NWI	1
218	0010409		Left Forward Compt, 36" & 36" Roll, NWI	1
219	0018724		Left Over Wheel Compt, 57", Roll, NWI	1
220	0018738		Left Rear Compt, 48" Roll, NWI	1
221	0012908		Right Forward Compt, 36" & 36", Roll, NWI	1
222	0018816		Right Over Wheel Compt, 57" Roll, NWI	1
223	0018830		Right Rear Compartment, 48" Roll, NWI	1
224	0780752		Rear Stairway, 6 Steps, 2 Compts, Single Axle	1
225	0090566		Hitch, Receiver, Rear/Sides, Through Body, Includes Ball	1
			Finish - Polished Stainless	
			Connection, Trailer/12V Electrical - Trailer Electric Brakes	
226	0004897		Rope Anchor, Pinnable, 9000 lb Rated, Part Only	1
			Qty, - 1	
227	0053760		Divider, Compartment, Vertical, Adjustable	2
			Location - LS2	
			Qty, - 02	
228	0694080		Pac Trac on Compt Wall, Each	2
			Location - right wall of LS4	
			left wall of RS4	
			Qty, - 02	
229	0541051		Rack, Stokes/Stretcher Basket, Horizontal Trough(s)	1
			Location - LS4	
			Dimensions - tbd	
			Restraint, Equipment Rack - LS, RS Straps	
			Qty, Stokes Troughs - 1	
230	0533910		Rack, SCBA Bottles, SPECIAL SIZE	4
			Location - LS2	
			Qty, - 04	
			Configuration - 4 bins accross top of compartment for rope bag storage	
			Dimensions - 12X12	
231	0650973		Rack, SCBA Bottles, 7.00" x 7.00", Additional	24
			Location - RS1	
			Qty, - 24	
			Configuration - see job 39258	
232	0085038		Tube, Alum, Pike Pole Storage	8
			Location - LS4	
			RS4	
			Qty, - 08	
			Pike Pole Make and Model - tbd	

Line	Option	Type	Option Description	Qty
233	0834826		Bumper, Rear Non-Walk-In Rear Bumper, Depth - 13.00" Step Insert - No Insert (Treadplate) Rear Bumper, Corner - 45 Degree Angle	1
234	0793822		Not Required, Water Tank, Rescue	1
235	0023410		Not Required, Overflow	1
236	0028107		Not Required, Foam Cell Modification	1
237	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
238	0680848		No Hose Bed, HDR	1
239	0013534		Not Required, Running Boards	1
240	0690026		Wall, Rear, Body Material, HDR	1
241	0003540		Tow Eyes (2) (Tanker/Rescue)	1
242	0838121		Guard, Drip Pan, Rollup Door, w/Drain Hose Location - all compts Qty, - 08	8
243	0738965		Pull Strap for Rollup Doors, Elastic, HDR Qty, Door Accessory - 08 Location, Door Accessory - all side compts Color - 1) black	8
244	0659111		Lights, Compt, Amdor AY-9220 LED, Dual Lt Strips, HDR Location - all body compartments Qty, - 08	8
245	0606068		Lights, Hatch Compt, Pierce LED Strip Lights, HDR	1
246	0652247		Shelf, Adjustable, 500 lb Capacity, Standard Depth, HDR Qty, Shelf - 02 Location, Shelf - LS1 Material Finish, Shelf - Painted - Spatter Gray	2
247	0652244		Shelf, Adjustable, 500 lb Capacity, 1/2 Trans, HDR Qty, Shelf - 02 Location, Shelf - LS3 upper RS3 upper Material Finish, Shelf - Painted - Spatter Gray	2
248	0618445	SP	Tray, 1000 lb, Slide-out, 2-Way, Non-Adj, 3" Sides, OSS, Full Trans, HDR Location - LS4, RS4 Qty, Tray (slide-out) - 01	1
249	0618465	SP	Tray, 250 lb, Tilt/Slide-out, 30 Deg, Adj, Std Depth, OSS. Up to 50" W, HDR Location - RS2 Qty, Tray (slide-out) - 01	1
250	0628153	SP	Tray, Floor Mounted, Slide-Out, Standard Depth, 600 lb, 2" Sides, HDR, OSS Qty, - 05 location - LS4 LS3 RS4 RS3 RS2 Material - paint to match compt interior	5
251	0024018		Splash Guard, Wheel Well, Inside of Rear Wheel	1
252	0004033		Rub Rail, Aluminum Extruded, Side of Body, Xtra Space (.50")	1
253	0004024		Fender Crowns, Rear, S/S	1
254	0519849		Not Required, Hose, Hard Suction	1
255	0840043		Handrail, Rear, Standard, HDR	1
256	0638299		Compt, Extinguisher Fender Panel, 8.50" Square, HDR Qty, - 01 Door Finish, Fender Compt - Brushed Location, Fender Compt - Single - RS Rear Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - Rubber Matting	1
257	0044229		No Extension Ladder Req'd	1
258	0064557		Ladder, 20', Duo-Safety 900A 2-Section Qty, - 01	1
259	0014230		Ladder, 12' Duo-Safety 775A Roof Qty, - 1	1
260	0074248		Not Required, Folding Ladder	1

Line	Option	Type	Option Description	Qty
261	0540716		Rack, Equipment Storage, Rear Compt Configuration - see 39258 Restraint, Equipment Rack - D/A Finish Door w/D-Ring (Drop Down) Qty, Equipment Troughs - 2	1
262	0540844		Trough, Ladder, Duo-Safety, 2-Section, 20' 900A Qty, - 1	1
263	0540830		Trough, Ladder, Duo-Safety, Roof, 12' 775A Qty, - 1	1
264	0505879		Ladder, 12' Alco-Lite Folding, FL-12 Location - rear steps Qty, - 01	1
265	0838837		Step, Rear, Swing Down, Gas Assist Cylinders, HDR, Non-MUX Step Insert - No Insert (Treadplate)	1
266	0518339		Not Required, Pump House, Rescue	1
267	0092531		Not Required, Pump House Structure	1
268	0796159		Not Required, Pump, Rescue	1
269	0012216		No Seal/Packing Required	1
270	0012690		Not Required, Trans, Pump	1
271	0669703		Not Required, Pumping Mode	1
272	0024484		Not Required, Pump Shift	1
273	0046295		Transmission Lock-up, Not Req'd, NO PUMP	1
274	0046296		Not Required, Auxiliary Cooling System, NO PUMP	1
275	0024513		Not Required, Intake Relief Valve	1
276	0046403		No Relief Valve Req'd, No Pump	1
277	0012336		No Pump Primer Req'd	1
278	0012816		Not Required, Pump Manuals	1
279	0090789		Not Required, Plumbing, No Pump	1
280	0046371		Not Required, No Plumbing or Foam System	1
281	0796254		No Main Inlet Required, Rescue No Pump	1
282	0584002		Not Required, Cap, Main Pump Inlet, No Side Inlet Caps Required, No Pump	1
283	0089389		No Valves, (No Pump)	1
284	0074685		Not Required, Inlet Installation	1
285	0064700		Not Required, Inlet Control	1
286	0055600		Not Required, Auxiliary Inlet, Left Side	1
287	0029147		Not Required, Inlet, Right Side	1
288	0681723		No Bleeder Valve, No Pump	1
289	0681730		Not Required, Tank to Pump, No Pump	1
290	0074900		Not Required, Tank Fill	1
291	0089394		Not Required, Outlet Control, No Pump	1
292	0551181		Not Required, Outlet, Left Side, Rescue	1
293	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
294	0021143		Not Required, Outlet, Right Side	1
295	0021134		Not Required, Elbow, Right Side Outlets, 2.50"	1
296	0092572		Not Required, Outlet, Front	1
297	0728255		Not Required, Caps/Plugs for 1.00" to 3.00" Discharges/Inlets	1
298	0089391		Valve, Bleeder - None Req'd, (No Pump)	1
299	0029260		Not Required, Speedlays	1
300	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
301	0046372		Not Required, Foam System, Pump, or Plumbing	1
302	0552517		Not Required, Refill, Foam Tank	1
303	0042573		Not Required, Foam System Demonstration	1
304	0045465		Not Required, Foam Tanks	1
305	0091110		Not Required, Foam Tank Drain	1
306	0738072		Approval Dwg, Pump Panel(s), Not Required	1
307	0000261		Not Required, Pump Panel Layout	1
308	0030701		Not Required, Material, Pump Panels, No Panel	1
309	0046495		Not Required, Pump Access, No Pump	1
310	0634458		Not Required, No Chassis Engine Gauges @ Pump Panel	1
311	0046400		Throttle, Engine, Not Required, No Pump/Skid Pump	1
312	0892618		Not Required, Indicator Light, Pump Panel, No Pump or Skid Pump	1
313	0046378		Not Required, Gauges, Vac/Pressure, No Pump	1

Line	Option	Type	Option Description	Qty
314	0046375		Not Required, Gauges, No Pump	1
315	0006774		Not Required, Foam Level Gauge	1
316	0046280		Not Required, Light Shield, No Pump	1
317	0837187		Air Horns, (2) Grover Stuttertone, 6" Round, In Bumper Finish, Air Horns - Grover, Chrome	1
318	0606831		Location, Air Horns, Bumper, Right Side, Outside Frame, Same Side (Pos #1 & #2)	1
319	0757092		Control, Air Horn, Multi Select	1
320	0757084		Control, Air Horn, Horn Ring	1
321	0731923		Control, Air Horn, Ft Sw, Linemaster 632-SC36, RS, Location Location - tbd	1
322	0552268		Siren, Code 3 3692, 200W w/Mic Jack and Mic	1
323	0510206		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, DS Center Sw Pnl	1
324	0748306		Control, Elec Siren, Multi Select	1
325	0805709		Control, Elec Siren, Horn Ring, Interlock Control, Interlocks - E Master On	1
326	0748292		Control, Elec Siren, Push Button Sw, RS	1
327	0899995		Control, Elec Siren, Head	1
328	0601375		Speaker, (1) Code 3, PB100C, Chrome Connection, Speaker - siren head	1
329	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
330	0895310		Siren, Federal Q2B Finish, Q2B Siren - Chrome	1
331	0006097		Location of Siren, Recessed in Bumper Location, Siren, Mech - a) Left	1
332	0748305		Control, Mech Siren, Multi Select	1
333	0748280		Control Mech Siren, Horn Ring	1
334	0732666		Control Mech Siren, Ft Sw RS, Linemaster 632-SC36	1
335	0748282		Control Mech Siren, Ft Sw LS	1
336	0726839		Sw, Siren Brake, Momentary Red Rocker, Location, Hardwire Location - DS switch panel	1
337	0740392		Sw, Siren Brake, Momentary Red, RS Overhead Sw Pnl	1
338	0840108		Emergency Warning System Emergency Switching - Individual Switches	1
339	0832431		Control, Warning Lt Intensity, Wln, Photocell, CCCo	1
340	0746353		Not Required, Warning Lights Intensity	1
341	0762632		Lightbar, Wln, Freedom IV-D, 81", RRRRRRRRWRWRWRWRWRWRWR Filter, Whl Freedom Ltbrs - No Filters	1
342	0761731		Lights, Front Zone, Wln M6** M6** M6** M6**, 4lts Q Bezel, Clr Fet Color, Lens, LED's - c)clear Color, Lt DS Frnt Outside - DS Front Outside Red Color, Lt PS Frnt Outside - PS Front Outside Red Color, Lt DS Frnt Inside - r) DS Front Inside Red Color, Lt PS Frnt Inside - r) PS Front Inside Red Color, Q Bezel and Trim - Polished Chrome	1
343	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
344	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25 Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red Location, Lights Mid Side - Over Front Wheels - Centered Location, Lights Rear Side - Centered Above Rear Wheels	1
345	0895994		Lights, Door Interior Flash, 4 Dr Cab, Wln M4** Color, Lens, LEDs - Clear Color, Trim - Chrome Trim Control, Door Int Flash - Ignition Switch Location, Light, Door Int Flash - Low and Outside Color, Lt Cab Left - Amber Flashing Color, Lt Cab Right - Amber Flashing Color, Lt Crew Cab Left - Amber Flashing Color, Lt Crew Cab Right - Amber Flashing	1

Line	Option	Type	Option Description	Qty
346	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
347	0745867		Lights, Side, Wln M9** LED, Trm Fet 1st	2
			Location, Lights - PS and DS body forward	
			Qty, - 02	
			Color, Lights, Warning - Red	
			Control, Light - b) side warning	
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
348	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
349	0809689		Lights, Rear, Wln M9** LED, 1st	2
			Location - rear mid height	
			Color, Light - d) amber	
			Qty, - 02	
			Control, Light - a) rear upper warning	
			Color, Lens, LEDs - Clear	
			Color, Trim - Chrome Trim	
350	0541155		Lights, Rear/Side Up Zone, Wln M9*C LED, Clear Lens 4lts	1
			Color, Lt, Side Rear Upper DS - Side Rear Upper Blue	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Blue	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
351	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
352	0006646		Electrical System, 120/240VAC, General Design	1
353	0819272		Generator, Harrison, 25kW, 1 Phase, PTO Shaft Drive (25KW Cont. Rating)	1
354	0016645		Location, PTO Generator, Between the Frame Rails	1
355	0009440		Starting Sw, Truck Engine Powered Gen, Cab and Breaker Box	1
356	0016757		Not Required, Remote Start, Generator	1
357	0016740		Not Required, Fuel System	1
358	0016767		Not Required, Oil Drain Extension, Generator	1
359	0036738		Circuit Breaker Panel, Included With PTO Generator	1
			Location, Circuit Breaker Panel - LS4, Left Wall High	
360	0633447	SP	Programming, Engine, Gen PTO Engage, Not Above 900 RPM, Non-MUX	1
361	0016771		Not Required, Routing Exhaust, Generator	1
362	0725224	SP	Light Twr, CL KL415D-FX, 12 Volt DC LED, Cld 4lts	1
			Back Light or Strobe Light - No Strobe or Back Light	
			Color, Tower, CL - Black with Black Lts	
363	0639593		Location, Light Tower, Rescue Body Roof, Forward	1
364	0664794		Controller, Light Tower, CL, Wired Hndhld	1
365	0664785		Location, Light Tower Controller, Near the Circuit Breaker Panel	1
366	0676669	SP	Reel, Elect Cable, Hannay, 1620-17-18, (3) Wire	2
			Location, Cord Reel - LS3 top center of compartment	
			RS3 top center of compartment	
			Qty, Cord Reels - 2	
			Reel Guide - b) Captive roller	
			Finish, Reel - Painted Gray	
367	0086632		Cord, Electric, 10/4 Yellow, 4 Wire	1
			Lengths of Elect Cord - 1	
			Feet of Yellow Cord - e)200	
			Connection, Cord - Hubbell 20A 120/240V Twst Lk	
368	0598500		Cord, Electric, 10/4 Yellow, 4 Wire 2nd	1
			Lengths of Elect Cord - 1	
			Feet of Yellow Cord - e)200	
			Connection, Cord - Hubbell 20A 120/240V Twst Lk	
369	0788932		Box, Junc, Akron, 3Wire, 4-15/20A 120V Dup SB	2
			Qty, - 02	
			Connection, Electric Plug / Inlet (Male) - Pigtail, 20A, 120V TL	
370	0780309		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1
			Qty, - 01	
			Location 1 - in cab TBD	
			AC Power Source - Gen to Shoreline Transfer Switch	
			Cover, Receptacle - Interior SS Wall Plate(s)	

Line	Option	Type	Option Description	Qty
371	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 08 Location 1 - all compartments AC Power Source - Gen to Shoreline Transfer Switch Cover, Receptacle - Interior SS Wall plate	8
372	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body Qty, - 01 Location 1 - RS1 AC Power Source - Gen to Shoreline Transfer Switch Cover, Receptacle - Interior SS Wall plate	1
373	0510697		Breathing Air Cascade Sys. (4) 6000 UN, Storage Cyl. Location, Cascade Bottles - B1	1
374	0016855		Breathing Air System General Design	1
375	0501818		Demonstration, Breathing Air System, at Factory	1
376	0510673		Air Control Panel, SpaceSaver Integral, Breathing Air System Qty, Storage Banks - SpaceSaver 4 Bank Config, ACP Regulator - SpaceSaver, 1-HP Config, ACP Booster - b) electric operated pump Config, Compressor - a) without	1
377	0090430		Fill Encl, 2 Bottle,"SpaceSaver"Model 100A,13" Wide, RSP Location - RS1 forward Qty, - 01	1
378	0840373	SP	Booster Pump, Breathing Air, 110 Volt, Dual Pressure, 2216/4500 psi, 9110160-A2 Location - rs1 Booster Pump, Start/Stop - Auto Start Booster Pump, Remote Operation - Without Remote Operation	1
379	0519934		Not Required, Brand, Hydraulic Tool System	1
380	0649753		Not Required, PTO Driven Hydraulic Tool System	1
381	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
382	0816517		NFPA Required Loose Equipment, Special Services, NFPA/ULC 2024,Prov by Fire Dept	1
383	0796255		Not Required, Soft Suction, Rescue No Pump	1
384	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
385	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
386	0741569		Paint Process / Environmental Requirements, Appleton	1
387	0709566		Paint, Two-Tone Color, Enforcer Paint Color, Upper Area, Predefined - 2185 white Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - 71663 red Paint Break, Cab - Standard Two-Tone Cab Break	1
388	0709845		Paint, Single Color, Body Paint, Body - Match Lower Cab	1
389	0889799	SP	Coating, Chassis Frame Assy, With Liner, Hot Dip Galvanized, Joints Sealed Paint Color, Frame Assembly, Predefined - Lower Job Color	1
390	0693797		No Paint Required, Aluminum Front Wheels	1
391	0693792		No Paint Required, Aluminum Rear Wheels	1
392	0733739		Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1
393	0617551		Coating, Hot Dip Galvanized, Substructure, Bumper Extension	1
394	0007230		Compartment, Painted, Spatter Gray	1
395	0544111		Reflective Band, 10" Color, Reflect Band - A - a) white	1
396	0007356		Reflective across Cab Face	1
397	0536955		Stripe, Chevron, Rear, Diamond Grade, Rescue Color, Rear Chevron DG - fluorescent yellow green	1
398	0671876		Stripe, Diamond Grade Chevron, Slide Out Tray, Front and Sides Location - all slide out trays Color, Reflect Band - A - p) fluorescent yellow green diamond grade Qty, - 10	10
399	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - a) white	1
400	0027372		Lettering Specifications, (GOLD STAR Process)	1

Line	Option	Type	Option Description	Qty
401	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
402	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
403	0623664		Manual, Chassis Service, (2) Hard Copy, (1) USB Flash Drive, Custom	1
404	0605803		Manual, Chassis Operation, (2) Hard Copy, (1) USB Flash Drive, Custom, English	1
405	0823416		Manuals, Service, Cummins X10 Engine	1
			Qty, - 01	
406	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
407	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
408	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
409	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
410	0837819		Warranty, Axle, Steertek, 5 Year	1
411	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
412	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
413	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
414	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
415	0695416		Warranty, Pierce Camera System, WA0188	1
416	0708760		Warranty, Not Applicable, LED Strip Lights	1
417	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
418	0685945		Warranty, Transmission Cooler, WA0216	1
419	0033401		Not Required, Tank Warranty	1
420	0596024		Warranty, Structure, 15 Year, HDR, WA0010	1
421	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
422	0012599		Warranty, Pump, Not Required	1
423	0046370		Not Required, Warranty, No Plumbing	1
424	0641372		Warranty, Foam System, Not Available	1
425	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
426	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
427	0819254		Certification, Vehicle Stability, CD0196	1
428	0808582		Certification, Engine Installation, Saber FR/Enf, Cummins X10, 2027	1
429	0686786		Certification, Power Steering, CD0098	1
430	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
431	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
432	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
433	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
434	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
435	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
436	0545073		Amp Draw Report, NFPA Current Edition	1
437	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
438	0799248		Appleton/Florida BTO	1
439	0000031		HDR BODY	1
440	0000012		PIERCE CHASSIS	1
441	0004713		ENGINE, OTHER	1
442	0046396		EVS 4000 Series TRANSMISSION	1
443	0020037		NO PUMP	1
444	0020013		NO WATER TANK	1
445	0028047		NO FOAM SYSTEM	1
446	0046282		Not Required, Control Panel, No Pump	1
447	0020007		AKRON VALVES	1
448	0020015		ABS SYSTEM	1
449	0752883		HDR	1



**CONTRACT**

**THIS AGREEMENT**, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and Irvington Fire Department, located at 90 Main Street, Irvington, NY 15033, by its authorized representative, second party.

**WITNESSETH:**

**First.** The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Pierce bid # 1751 dated 5/29/2026 and to deliver the same as hereinafter provided.

**Second.** The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

**Third.** This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

**Fourth.** The said apparatus and equipment shall be ready for delivery within approximately 1410 days after receipt and acceptance of this contract at the First Party's office in East Yaphank, New York. Delays due to strikes, failure to obtain chassis or materials, or other causes beyond the control of the First Party shall not constitute a breach of this agreement. Delivery shall be made to the Party of the Second Part at Irvington Fire Department

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.**

**Fifth.** A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

**Sixth.** The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

One Million Four Hundred Thousand Dollars \$ 1,400,000.00

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Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at a Firematic Supply Co. Inc.'s facility unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party obligation there under shall be evidenced by negotiable paper.

Payment is due upon delivery and acceptance.

Any delay in payment will result in an interest penalty of .05% per day on the unpaid balance.



If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

**Seventh.** In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

**Eighth.** It is agreed that the apparatus and equipment covered by this contract, shall remain the property of the first party, until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the first party may take full possession of the apparatus and equipment, or the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

**Ninth.** This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

**Tenth.** If the Producer Price Index of Components for Manufacturing [[www.bls.gov](http://www.bls.gov) Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price isn't accepted.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 5/29/2026

**FIREMATIC SUPPLY CO, INC.**

**IRVINGTON FIRE DEPARTMENT**

By \_\_\_\_\_

By \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION 2026-XXX  
RENEWAL OF FINANCIAL ADVISORY SERVICES AGREEMENT WITH CAPITAL  
MARKETS ADVISORS, LLC**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**RESOLVED** to renew the agreement with Capital Markets Advisors, LLC for financial advisory services, selecting the retainer option, and authorizing the Village Clerk-Treasurer to execute said agreement.



11 Grace Avenue, Suite 308  
Great Neck, New York 11030  
Phone: 516-487-9815  
rtortora@capmark.org

## **Financial Advisory Services Agreement**

**This Agreement** has been entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the Village of Irvington, New York ("Village") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

### **Section 1 Financial Advisory Services**

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Village during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Village's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Village, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Village, CMA will assist the Village in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Village to efficiently manage each Issue in order to meet the Village's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

## **Section 2 Compensation**

2.01 For CMA's performance of services on behalf of the Village as described in Section 1 hereof, CMA's fees, some of which are contingent on an issue closing or its size, will be as follows:

- For bond issues up to \$3 million sold without an Official Statement: \$4,500
- For bond issues over \$3 million: a base fee of \$8,250 plus \$0.52 per \$1,000 of bonds issued with a total bond fee cap of \$15,000
- For note issues up to \$3 million sold without an Official Statement: \$3,100
- For note issues over \$3 million: a base fee of \$4,350 plus \$0.25 per \$1,000 of notes issued with a total note fee cap of \$7,500
- For refunding bond issues: a base fee of \$12,000 plus \$1.00 per \$1,000 of bonds issued with a total refunding bond fee cap of \$19,000
- For Continuing Disclosure: \$2,250 including all required Material Event Notices
- For additional services requested by the Town unrelated to a financing: \$185 hourly
- Printing, overnight delivery, copies, web hosting and CUSIP numbers application: \$0

### ***AS AN ALTERNATIVE TO THE FEES LISTED ABOVE,***

- CMA would be paid an annual retainer of \$10,000 payable quarterly, in arrears, in the amount of \$2,500, to provide the full scope of services requested in the Villages' RFP including Continuing Disclosure. This fee could be locked in for a period of up to three years.

***Please select your compensation option here: Contingent fee \_\_\_\_ OR Retainer \_\_\_\_***

2.02 The Village will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

## **Section 3 Term of Agreement**

The term of this Agreement shall be from June 1, 2026 through May 31, 2028.

## **Section 4 Responsibilities of Parties**

CMA does not assume the responsibilities of the Village, nor the responsibilities of the other professionals and vendors representing the Village, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Village. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Village. Information obtained by CMA,

either through its own efforts or provided by the Village, included in the financing documents, or otherwise provided to the Village, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

## **Section 5 Required Regulatory Disclosure**

### **Municipal Advisor Regulators**

Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission (“SEC”); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov) and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

### **Conflicts of Interest Disclosure**

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA’s knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA’s recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- Any municipal advisor who has a contingency fee arrangement with its clients, including CMA, has a material conflict of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which it is providing advice. This conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that a transaction does not close. Such agreements are legal and not uncommon, but the nature of the conflict must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from

these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.

- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

### **Information Regarding Legal Events and Disciplinary History Disclosure**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website ([www.sec.gov](http://www.sec.gov)).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

### **Future Supplemental Disclosures**

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

### **Section 6 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

### **Section 7 Modification and Termination**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties and terminated by either party with thirty (30) days written notice.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year set forth below.

**Capital Markets Advisors, LLC**

*Richard Tortora*

Richard Tortora  
President

**Village of Irvington, New York**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Capital Markets Advisors, LLC**

4

**RESOLUTION 2026-XXX  
APPROVAL OF CONTRACTS WITH A1 COMPUTER SERVICES**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**RESOLVED**, to authorize the Village Administrator to execute agreements with A1 Computer Services, Inc. for computer support services for the Village of Irvington and for the Irvington Police Department for an annual payment fee of \$71,864.04.

## A1 Computer Services Managed Service Agreement

This A1 Computer Services Agreement ("Agreement") is made this **1ST** day of **JUNE, 2026** by and between **VILLAGE OF IRVINGTON, VH** ("CLIENT") located at **85 Main Street, Irvington, NY 10533** and A1 Computer Services. ("A1"), located at 16 Mt. Ebo Rd. South, Suite 17, Brewster, NY 10509. This agreement is effective for a period of twelve consecutive months from the date of contract. The annual support fee may be adjusted to reflect and coincide with the CLIENT's fiscal year.

WHEREAS, A1 is a provider of IT Consulting, Network Support Services, Security and Networking solutions;

WHEREAS, CLIENT desires to contract with A1 for the provision of A1 Computer Services Managed Service Agreement;

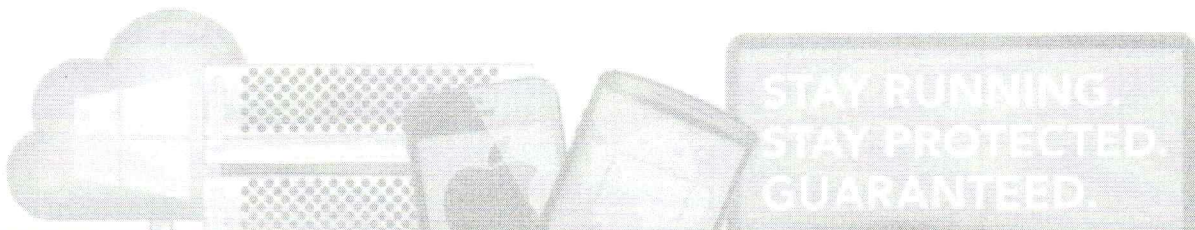
NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

### PERIOD OF SERVICE

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of **twelve (12) months**. CLIENT and A1 reserve the right to review this agreement annually.

### Continuance / Automatic Renewal

This Agreement shall renew automatically at the end of the prior Agreement term for a period of **twelve months (12)** unless A1 or the CLIENT affirmatively extends it prior to the end date or otherwise terminates it in accordance with the conditions as set forth in this Agreement.



## PURCHASE PRICE

CLIENT is purchasing A1's managed services under this Agreement for the purchase price outlined in Appendix C. **Said purchase price shall be paid in monthly installments with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month.** Services provided hereunder shall be assessed against this Account as provided herein.

## CHARGES FOR SERVICE

- a) Services shall be charged against the Account in accordance with the terms and conditions as outlined in Appendix C.
- b) Any supplemental services provided by A1 which are outside the terms of this Agreement, including but not limited to, any maintenance provided for services in excess of the Account purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Appendix C. **Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by A1.**
- c) CLIENT is understood to be a tax exempt entity.
- d) A1 reserves the right to refuse or suspend service under this Agreement in the event CLIENT has failed to pay any invoice within thirty (30) days of said invoice date, whether it is an invoice for services provided under this Agreement or any other agreement between the parties.

## SERVICE RESPONSIBILITY OF A1

It is the responsibility of the CLIENT to promptly notify A1 of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for A1 to respond in a timely manner via phone, email, remote access, and/or on-site services as defined below.

- a) A1 will provide remote and/or on-site services under the following conditions using the following billing rates outside the scope of work on the contract.

Monday-Friday 8:30 AM – 5:30 PM	\$150.00/hr
Monday-Friday 5:31 PM – 8:29 AM and Saturday	\$225.00/hr
Sunday and Holidays	\$300.00/hr

b) If services are requested by the CLIENT outside of normal business hours, A1 shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.

c) A1 shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, and in accordance with A1's Managed Service policies then in effect. A1 shall provide scheduled remote and onsite support services in accordance with this agreement. A1's representatives shall have and the CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified as stated above.

d) A1 shall be obligated to provide service only at the Service Site(s) defined in this agreement as outlined in Appendix A. If the CLIENT desires to relocate, add or remove locations, the CLIENT shall give appropriate notice to A1 of its intention to relocate sixty (60) days in advance. A1 reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CLIENT. Such right includes the right to refuse service to Network at the relocation and/or new site.

e) A1 is obligated to provide CLIENT with Service Agreements higher-priority response for emergency as well as non-emergency service requests.

## CLIENT RESPONSIBILITIES

a) CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by A1's representatives.

b) CLIENT agrees that it will inform A1 of any modification, installation, or service performed on the Network by individuals not employed by A1 in order to assist A1 in providing an efficient and effective Managed Service support response.

c) CLIENT will designate a managerial level representative to authorize all Managed Service support services. Whenever possible, said representative shall be present whenever an A1 service representative is on-site. This contact information shall be outlined in Appendix A, and it is the CLIENT's responsibility to inform A1 of any changes made to this representation thirty (30) days in advance.

## SCOPE OF MANAGED SERVICE SUPPORT AGREEMENT:

This Agreement is designed to provide the Account with centralized, proactive monitoring supplemental services for certain Networking Systems. This Agreement includes: Current Network and Device Counts in appendix B. Please note any new hardware or software (including upgrades moving equipment, or reconfiguration) will be billed at the discounted rates.

**LOCATION(S):** Specific location(s) to be covered by this agreement can be found in Appendix A.

## SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. A1 will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- b) Except as otherwise stated in Appendix B of this agreement all Server, Network Device and Software upgrades and third party annual support contracts are outside the scope of this agreement.
- c) Manufacturer warranty parts and labor/services are outside the scope of this agreement.
- d) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. A1's support services within this agreement are predicated upon the CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- e) Application software support is limited to the manufacturer's products listed in Appendix B: Printer maintenance support is limited to non-warranty servicing of printer products listed in Appendix B.
- f) Virus mitigation within the scope of this agreement is predicated on CLIENT satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates that's managed by A1CS. Outside managed AV will not be covered.
- g) Restoration of lost data caused by systems/hardware failure is outside the scope of this agreement.

h) This agreement and support services herein are contingent on CLIENT'S permission of A1 having secure remote access into CLIENT'S network (e.g. VPN, Citrix/AccessIT, Telnet, SSH, RAS or other solution expressly approved by A1). Depending on the remote access solution used, additional charges may apply to the contract.

i) Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement. Outside of scope support services are available and will be provided on either a Time and Material, or Project basis.

## WARRANTIES AND DISCLAIMERS

~~A1 makes, and the CLIENT receives, no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall A1 or any of its Directors, Employees or Other Representatives be for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.~~

The CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

## INDEMNIFICATION

CLIENT hereby agrees to indemnify and defend at its sole expense: A1, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CLIENT'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CLIENT agrees to pay any judgment and costs associated with such claim.

## CONTRACT TERMINATION

A1 and/or CLIENT shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties

- If the CLIENT does not pay A1 within thirty (30) days from receipt of A1's invoice and/or otherwise materially breaches this Agreement.
- If A1 fails to perform its obligations under this Agreement and such failure continues for a period of thirty days after written notice of the default, the CLIENT shall have the right to terminate this Agreement.
- Either party may terminate this Agreement upon thirty days (30) written notice. Upon termination, all hardware and software installed by A1 that was required to conduct network support services are the property of A1 and will be surrendered and returned to A1 at end of the agreement.

## REMEDIES

In the event CLIENT terminates this Agreement for any reason other than a breach of the terms herein, CLIENT shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by A1 were last performed.

## INDEPENDENT ENGAGEMENT / NON-HIRE

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any CLIENT during the course of engagement and for period of one (1) year thereafter. Your signature on this document confirms your organizations agreement to adhere to this professional standard of conduct. CLIENT acknowledges that A1 is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that A1 would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by A1. Except as otherwise provided by law, CLIENT shall not, without the prior written consent of A1, solicit the employment of A1 personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

CLIENT agrees that A1 damages resulting from breach by CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay A1 an amount equal to 50% of employee's total annual compensation, as liquidated damages and A1 shall have the option to terminate this Agreement without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs A1 would incur to identify, recruit, hire and train suitable replacements for such personnel.

## CONFIDENTIALITY

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CLIENT and A1 this agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below. A1 acknowledges that in the course of providing services to said CLIENT, A1 may learn from CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. A1 shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees as confidential. A1 shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable law. Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential. Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by A1 or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to A1. This provision shall survive termination of this Agreement and any other agreements between CLIENT & A1.

## GENERAL PROVISIONS

- a) Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- b) Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c) Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.
- d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

e) Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.

f) Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of New York as A1 to agreements among New York residents to be entered into and performed entirely within the State of New York, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of New York, in the Judicial Circuit for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

g) Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

h) Force Majeure: A1 shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.

i) Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first below written.

**ACCEPTANCE:**

A1 Computer Services, Inc

**Client**

**Signed:** *Charles Spagna*

\_\_\_\_\_

**Printed:** Charles Spagna

\_\_\_\_\_

**Title:** President

\_\_\_\_\_

**Date:** 05/01/2026

\_\_\_\_\_

**APPENDIX A – Site Support Locations**

This agreement covers the following CLIENT locations:

<b>Site/ Number</b>	<b>Address</b>	<b>Phone</b>	<b>Contact</b>
1/ VH	85 Main Street Irvington, NY 10533	914-591-7070	Charles Hessler

## **APPENDIX B – Device Identification & Preventative Checklist**

This agreement is based on the following information agreed upon by you. Any changes to this information require an updated service agreement.

### **DEVICES SUPPORTED BY THIS AGREEMENT**

- 3 Server

- 55 Workstation

## APPENDIX C – Monthly Pricing Structure

The cost of the **Managed Service** program is based upon several key factors:

1. Base program cost that includes monitoring of specified devices. These are the devices that have been identified in Appendix B and the addendum which will require maintenance and support as determined by your organization's critical business functions (email, internet, file sharing etc).

2. Any additional servers or devices that exceed the device limit of the **Managed Service** Program will be increased as follows:

Servers \$175

Workstations \$55

Cars Devices \$75

3. Inclusion of any optional modules over and above the base program.

4. Total number of monthly pre-scheduled maintenance hours or block of hours that are required to maintain said devices, as determined by A1.

5. Any additional dispatch, support or emergency fees.

### OPTIONAL PROGRAM MODULES

We have incorporated the following modules as part of the base program:

#### **Module Name/Module Summary**

Datto RMM for remote maintenance and support

Email Backup 1 year: \$24/Per Mailbox per Year

Email Awareness Training: \$25/per Mailbox per Year

## MONTHLY PRESCHEDULED MAINTENANCE AND SUPPORT

The **Managed Services** program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number of users and devices within your organization, A1 will commit to having a technician onsite or working remotely from our Network Operation Center on a scheduled basis to assist you with any IT related issues or questions. We will also continue to handle other requests and needs – both proactive and reactive – with a mix of remote support and additional on-site time.

**Based on this information, the monthly program price for CLIENT has been determined to be: \$4,019.58, summarized in the table below:**

### **Program Components Component Cost**

Base Program Fee: **\$42,600 (\$3,550.00 invoiced monthly in advance)**

Servers \$525

Workstations \$3,025

Email Backup 1 year: \$232/month for 116 Mailboxes (Includes PD/Lib)

Email Awareness Training: \$241.67 /Month 116 Mailboxes (Includes PD/Lib)

Initial Setup Fee \$0

**TOTAL FEE: \$48,284.04 (\$4,023.67 invoiced monthly in advance)**

## A1 Computer Services Managed Service Agreement

This A1 Computer Services Agreement ("Agreement") is made this **1ST** day of **JUNE, 2026** by and between **VILLAGE OF IRVINGTON, PD** ("CLIENT") located at **85 Main Street, Irvington, NY 10533** and A1 Computer Services. ("A1"), located at 16 Mt.. Ebo Rd. South, Suite 17, Brewster, NY 10509. This agreement is effective for a period of twelve consecutive months from the date of contract. The annual support fee may be adjusted to reflect and coincide with the CLIENT's fiscal year.

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WHEREAS, CLIENT desires to contract with A1 for the provision of A1 Computer Services Managed Service Agreement;

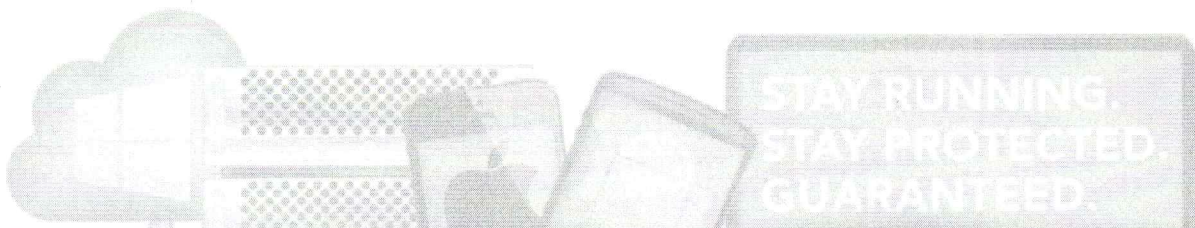
NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

### PERIOD OF SERVICE

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of **twelve (12) months**. CLIENT and A1 reserve the right to review this agreement annually.

### Continuance / Automatic Renewal

This Agreement shall renew automatically at the end of the prior Agreement term for a period of **twelve months (12)** unless A1 or the CLIENT affirmatively extends it prior to the end date or otherwise terminates it in accordance with the conditions as set forth in this Agreement.



## PURCHASE PRICE

CLIENT is purchasing A1's managed services under this Agreement for the purchase price outlined in Appendix C. **Said purchase price shall be paid in monthly installments with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month.** Services provided hereunder shall be assessed against this Account as provided herein.

## CHARGES FOR SERVICE

- a) Services shall be charged against the Account in accordance with the terms and conditions as outlined in Appendix C.
- b) Any supplemental services provided by A1 which are outside the terms of this Agreement, including but not limited to, any maintenance provided for services in excess of the Account purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Appendix C. **Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by A1.**
- c) CLIENT is understood to be a tax exempt entity.
- d) A1 reserves the right to refuse or suspend service under this Agreement in the event CLIENT has failed to pay any invoice within thirty (30) days of said invoice date, whether it is an invoice for services provided under this Agreement or any other agreement between the parties.

## SERVICE RESPONSIBILITY OF A1

It is the responsibility of the CLIENT to promptly notify A1 of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for A1 to respond in a timely manner via phone, email, remote access, and/or on-site services as defined below.

- a) A1 will provide remote and/or on-site services under the following conditions using the following billing rates outside the scope of work on the contract.

Monday-Friday 8:30 AM – 5:30 PM	\$150.00/hr
Monday-Friday 5:31 PM – 8:29 AM and Saturday	\$225.00/hr
Sunday and Holidays	\$300.00/hr

b) If services are requested by the CLIENT outside of normal business hours, A1 shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.

c) A1 shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, and in accordance with A1's Managed Service policies then in effect. A1 shall provide scheduled remote and onsite support services in accordance with this agreement. A1's representatives shall have and the CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified as stated above.

d) A1 shall be obligated to provide service only at the Service Site(s) defined in this agreement as outlined in Appendix A. If the CLIENT desires to relocate, add or remove locations, the CLIENT shall give appropriate notice to A1 of its intention to relocate sixty (60) days in advance. A1 reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CLIENT. Such right includes the right to refuse service to Network at the relocation and/or new site.

e) A1 is obligated to provide CLIENT with Service Agreements higher-priority response for emergency as well as non-emergency service requests.

#### **CLIENT RESPONSIBILITIES**

a) CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by A1's representatives.

b) CLIENT agrees that it will inform A1 of any modification, installation, or service performed on the Network by individuals not employed by A1 in order to assist A1 in providing an efficient and effective Managed Service support response.

c) CLIENT will designate a managerial level representative to authorize all Managed Service support services. Whenever possible, said representative shall be present whenever an A1 service representative is on-site. This contact information shall be outlined in Appendix A, and it is the CLIENT's responsibility to inform A1 of any changes made to this representation thirty (30) days in advance.

## SCOPE OF MANAGED SERVICE SUPPORT AGREEMENT:

This Agreement is designed to provide the Account with centralized, proactive monitoring supplemental services for certain Networking Systems. This Agreement includes: Current Network and Device Counts in appendix B. Please note any new hardware or software (including upgrades moving equipment, or reconfiguration) will be billed at the discounted rates.

**LOCATION(S):** Specific location(s) to be covered by this agreement can be found in Appendix A.

## SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. A1 will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- b) Except as otherwise stated in Appendix B of this agreement all Server, Network Device and Software upgrades and third party annual support contracts are outside the scope of this agreement.
- c) Manufacturer warranty parts and labor/services are outside the scope of this agreement.
- d) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. A1's support services within this agreement are predicated upon the CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- e) Application software support is limited to the manufacturer's products listed in Appendix B: Printer maintenance support is limited to non-warranty servicing of printer products listed in Appendix B.
- f) Virus mitigation within the scope of this agreement is predicated on CLIENT satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates that's managed by A1CS. Outside managed AV will not be covered.
- g) Restoration of lost data caused by systems/hardware failure is outside the scope of this agreement.

h) This agreement and support services herein are contingent on CLIENT'S permission of A1 having secure remote access into CLIENT'S network (e.g. VPN, Citrix/AccessIT, Telnet, SSH, RAS or other solution expressly approved by A1). Depending on the remote access solution used, additional charges may apply to the contract.

i) Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement. Outside of scope support services are available and will be provided on either a Time and Material, or Project basis.

## WARRANTIES AND DISCLAIMERS

~~A1 makes, and the CLIENT receives, no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall A1 or any of its Directors, Employees or Other Representatives be for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.~~

The CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

## INDEMNIFICATION

CLIENT hereby agrees to indemnify and defend at its sole expense: *improper*  
A1, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CLIENT'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CLIENT agrees to pay any judgment and costs associated with such claim.

## CONTRACT TERMINATION

A1 and/or CLIENT shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties

- If the CLIENT does not pay A1 within thirty (30) days from receipt of A1's invoice and/or otherwise materially breaches this Agreement.
- If A1 fails to perform its obligations under this Agreement and such failure continues for a period of thirty days after written notice of the default, the CLIENT shall have the right to terminate this Agreement.
- Either party may terminate this Agreement upon thirty days (30) written notice. Upon termination, all hardware and software installed by A1 that was required to conduct network support services are the property of A1 and will be surrendered and returned to A1 at end of the agreement.

## REMEDIES

In the event CLIENT terminates this Agreement for any reason other than a breach of the terms herein, CLIENT shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by A1 were last performed.

## INDEPENDENT ENGAGEMENT / NON-HIRE

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any CLIENT during the course of engagement and for period of one (1) year thereafter. Your signature on this document confirms your organizations agreement to adhere to this professional standard of conduct. CLIENT acknowledges that A1 is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that A1 would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by A1. Except as otherwise provided by law, CLIENT shall not, without the prior written consent of A1, solicit the employment of A1 personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

CLIENT agrees that A1 damages resulting from breach by CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay A1 an amount equal to 50% of employee's total annual compensation, as liquidated damages and A1 shall have the option to terminate this Agreement without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs A1 would incur to identify, recruit, hire and train suitable replacements for such personnel.

## CONFIDENTIALITY

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CLIENT and A1 this agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below. A1 acknowledges that in the course of providing services to said CLIENT, A1 may learn from CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. A1 shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees as confidential. A1 shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable law. Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential. Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by A1 or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to A1. This provision shall survive termination of this Agreement and any other agreements between CLIENT & A1.

## GENERAL PROVISIONS

- a) Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- b) Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c) Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.
- d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

e) Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.

f) Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of New York as A1 to agreements among New York residents to be entered into and performed entirely within the State of New York, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of New York, in the Judicial Circuit for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

g) Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

h) Force Majeure: A1 shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.

i) Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first below written.

**ACCEPTANCE:**

A1 Computer Services, Inc

**Client**

**Signed:** *Charles Spagna*

\_\_\_\_\_

**Printed:** Charles Spagna

\_\_\_\_\_

**Title:** President

\_\_\_\_\_

**Date:** 05/01/2026

\_\_\_\_\_

## APPENDIX A - Site Support Locations

This agreement covers the following CLIENT locations:

<b>Site/ Number</b>	<b>Address</b>	<b>Phone</b>	<b>Contact</b>
1/ PD	85 Main Street Irvington, NY 10533	914-591-8080	Chief Francis Pignatelli

## **APPENDIX B – Device Identification & Preventative Checklist**

This agreement is based on the following information agreed upon by you. Any changes to this information require an updated service agreement.

### **DEVICES SUPPORTED BY THIS AGREEMENT**

- 3 Server
- 18 Workstation
- 6 Cars

## APPENDIX C – Monthly Pricing Structure

The cost of the **Managed Service** program is based upon several key factors:

1. Base program cost that includes monitoring of specified devices. These are the devices that have been identified in Appendix B and the addendum which will require maintenance and support as determined by your organization's critical business functions (email, internet, file sharing etc).

2. Any additional servers or devices that exceed the device limit of the **Managed Service** Program will be increased as follows:

Servers \$175

Workstations \$55

Cars Devices \$75

3. Inclusion of any optional modules over and above the base program.

4. Total number of monthly pre-scheduled maintenance hours or block of hours that are required to maintain said devices, as determined by A1.

5. Any additional dispatch, support or emergency fees.

### OPTIONAL PROGRAM MODULES

We have incorporated the following modules as part of the base program:

#### **Module Name/Module Summary**

Datto RMM for remote maintenance and support

## MONTHLY PRESCHEDULED MAINTENANCE AND SUPPORT

The **Managed Services** program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number of users and devices within your organization, A1 will commit to having a technician onsite or working remotely from our Network Operation Center on a scheduled basis to assist you with any IT related issues or questions. We will also continue to handle other requests and needs – both proactive and reactive – with a mix of remote support and additional on-site time.

**Based on this information, the monthly program price for CLIENT has been determined to be: \$1,965, summarized in the table below:**

### **Program Components Component Cost**

Base Program Fee: **\$23,580 (\$1,965.00 invoiced monthly in advance)**

Servers \$525

Workstations \$990

Cars \$450

Optional Modules: \$0

Initial Setup Fee \$0

**TOTAL FEE: \$23,580 (\$1,965.00 invoiced monthly in advance)**

**RESOLUTION 2026-XXX  
APPROVAL OF AMENDED CONTRACT FOR THE USE AND OPERATION OF HEAVY  
EQUIPMENT (#2026-23)**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**RESOLVED** to approve an amended contract for the use and operation of heavy equipment (#2026-23) in the amount of \$134,850.00 to 2XPC Corporation d/b/a Those Guys Contracting as primary contractor and to authorize the Village Administrator to execute said contract.

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is entered into this      day of May 2026 by and between 2XPC Corporation d/b/a Those Guys Contracting, located at 26 Ganung Drive, Ossining, NY 10562 hereinafter referred to as "CONTRACTOR" and the Village of Irvington, NY located at 85 Main Street, Irvington, NY 10533, hereinafter referred to as "OWNER".

**WHEREAS**, the Village of Irvington intends to enter into a contract with the CONTRACTOR for the purpose of furnishing and operating certain equipment to the OWNER;

**WHEREAS**, the CONTRACTOR has represented that he possesses adequate equipment and sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

### **I. SCOPE OF WORK**

The CONTRACTOR shall provide to OWNER the equipment, materials, personnel and services identified in Exhibit "A" in a proper manner, satisfactory to the OWNER.

### **II. TIME OF PERFORMANCE and TERM**

The services to be performed hereunder shall be provided in accordance with Exhibit "A".

The term of this agreement shall be from June 1, 2026 until May 31, 2027.

This agreement shall be renewable at the option of the OWNER for up to one (1) additional year with no change in rates shown in Exhibit "A".

### **III. COMPENSATION AND PAYMENT**

For satisfactory performance of the services, rental of equipment, and provision of material (reimbursables), the OWNER shall pay the CONTRACTOR for actual work completed in accordance with the Daily Equipment Rates listed in Exhibit "A". Each invoice must clearly describe the services rendered to date by the CONTRACTOR and must include completed Daily Time Sheets (Exhibit "B" or as provided by OWNER) and signed by the OWNER. Any materials used (reimbursable expenses) will be reimbursed at cost plus 10% and must be itemized separately on each invoice. The OWNER shall release payment to the CONTRACTOR within 30 days of receipt of an approved invoice.

~~Work in excess of an 8-hour day or work performed on a Saturday or Sunday ("Overtime") must be authorized by the OWNER. Overtime hours worked are billed at a rate of one and one-half times the hourly equipment rate (Daily Equipment Rate divided by 8 multiplied by 1.5).~~

~~Work performed on a Holiday (as listed in Chapter 148 of the Village Code) must be authorized by the OWNER. Holiday hours worked are billed at a rate of two times the hourly equipment rate (Daily Equipment Rate divided by 8 multiplied by 2).~~

Daily Time Sheets must be submitted by the CONTRACTOR within 24 hours of the end of the work day.

The CONTRACTOR will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates and Workers Compensation. (PRC# 2026007601)

The filing of payrolls is a condition of payment. The Treasurer's Office will not remit payment until the required payrolls are filed.

**IV. COMPLIANCE WITH LAWS**

The CONTRACTOR shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

**V. SUB-CONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONTRACTOR of any liability or responsibility for the proper performance of the work under this Agreement.

**VI. INSPECTIONS**

All work performed by the CONTRACTOR shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONTRACTOR of responsibility for the proper performance of the work.

**VII. EXTRA WORK**

NOT APPLICABLE.

**VIII. TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONTRACTOR. Upon receipt of this notice the CONTRACTOR shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONTRACTOR for all work completed and material and equipment provided to date.

**IX. DEFAULT**

Should the CONTRACTOR breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONTRACTOR fails to perform any of its obligations or if the CONTRACTOR fails to give the OWNER assurance of adequate performance within ten working days after written

request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONTRACTOR, the OWNER may:

- a) declare the CONTRACTOR to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONTRACTOR until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by determining a percentage of work completed by the CONTRACTOR and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

**X. INDEMNIFICATION**

The CONTRACTOR shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONTRACTOR, its subcontractors, agents or employees in connection with his services under this Agreement. The CONTRACTOR specifically agrees that its Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONTRACTOR shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONTRACTOR under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONTRACTOR'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in the Agreement shall create or give to a third party any claim or right of action against the CONTRACTOR, or the owner beyond such as may legally exist irrespective of this Article or this Agreement.

**XI. INSURANCE REQUIREMENTS**

The CONTRACTOR shall, during the performance of the work, maintain the following insurance in the types and amounts and with insurers satisfactory to the OWNER:

	<b>VENDOR CLASSIFICATION</b>	Renovation, Maintenance & Repair of Buildings & Property
	<b>Type of Insurance</b>	
<b>A</b>	<b>Commercial General Liability (CGL) Each Occurrence</b>	<b>(1,5,8 &amp;9)</b>

	General Liability	\$2,000,000
	Personal & Adv Injury	\$2,000,000
	Med Expense Any One Person	\$5,000
	Damage to Rented Premises	\$50,000
	General Aggregate	\$4,000,000
	Products-Comp / Op Aggregate	\$2,000,000
<b>B</b>	<b>Auto Liability – Including BI and PD (AL)</b>	<b>(2 &amp;7)</b>
	Combined Single Limit per accident	
	Any Auto	\$1,000,000
	Or <input type="checkbox"/>	
	All Owned	\$1,000,000
	All Hired	\$1,000,000
	All Non-Owned	\$1,000,000
<b>C</b>	<b>Excess / Umbrella Liability</b>	
	Each Occurrence	N/A
	Aggregate	N/A
<b>D</b>	<b>Workers Compensation and Employers Liability</b>	<b>(3)</b>
	Each Employee	Statutory
	Each Accident	Statutory
<b>E</b>	<b>Disability Benefits</b>	<b>(3)</b>
	Each Employee	Statutory
<b>F</b>	<b>Other Professional Liability or Errors and Omissions or Malpractice</b>	
	Per Claim	N/A
<b>O</b>	<b>Owners and Contractors Protection</b>	
	Each Occurrence	N/A
	Aggregate	N/A
<b>*</b>	<b>All Other Insurances as Required by Law</b>	
	Village of Irvington to be named as Additional Insured on these coverages	<b>GL-AL</b>

- (1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- (2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- (3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1. Workers' Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers' Compensation Board certifying that they are not required to obtain NYS specific Workers' Compensation

Insurance or NYS statutory Disability Benefits.

- (4) A consultant is someone who gives expert or professional advice. Consultants are ordinarily hired on an independent contractor basis. Therefore, the Village is not liable to others for the acts or omissions of the consultant. A consultant is an individual who possesses special knowledge or skills and provides that expertise to the Village for a fee. Consultants help find and implement solutions to a wide variety of problems, including those related to business, marketing, manufacturing, strategy, organization structure, environmental compliance, health and safety, technology, and communications. Some consultants are self-employed, independent contractors who offer specialized skills in a certain field; other consultants work for large consulting firms that offer expertise in a wide range of business areas. Still other consultants hail from academia. Specialists in various professional fields that work with the general public and have greater than average expertise in particular areas, for example lawyers, doctors, pharmacists and insurance agents, require additional coverage for someone who is injured as a result of their negligent acts or omissions. Therefore, Professional Liability Insurance is required if commercially available for your profession.
- (5) The Village of Irvington should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- (6) Coverage for athletic participants must be included in renter is an athletic team or league.
- (7) If applicable policy should be endorsed to cover snow plow operations.
- (8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- (9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.
- (10) If an applicant is applying for an alcohol permit from the village clerk, the certificate of insurance must also include Liquor Liability coverage as follows: If a fee is not being charged to those attending the applicant's event, "Host Liquor Liability" coverage must be provided at the same limits indicated under the General Liability or , if a fee is being charged to those attending the applicant's event, "Liquor Law Liability" coverage must be provided at the same limits as indicated under the General Liability.

Prior to commencing performance, the CONTRACTOR shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured.

## **XII. INDEPENDENT CONSULTANT**

The CONTRACTOR shall perform services in accordance with the terms and conditions of this

Agreement as the OWNER'S independent contractor, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venture with the OWNER. The OWNER shall be the general administrator and coordinator of the CONTRACTOR'S services for the Project.

**XIII. RECORDS**

The CONTRACTOR shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONTRACTOR.

All drawings, specifications, reports, information or data prepared by or furnished to the CONTRACTOR in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

**XIV. PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**XV. TRANSFERABILITY OF INTEREST**

The CONTRACTOR shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONTRACTOR shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

**XVI. GOVERNING LAWS**

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

**XVII. SUPPLEMENTS TO AGREEMENTS**

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A"     Daily Equipment Rate Schedule  
Exhibit "B"     Daily Time Sheet  
Exhibit "C"     Bid Submission

**XVIII. ENTIRE AGREEMENT - AMENDMENTS**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington  
(OWNER)

2XPC Corporation  
(CONTRACTOR)

Charles G. Hessler  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Village Administrator  
Title

\_\_\_\_\_  
Title

**\*\* THESE PAGES MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.**

<u>TYPE OF EQUIPMENT</u>	<u>MAKE/MODEL</u>	<u>ANTICIPATED ANNUAL USAGE (A)</u>	<u>DAILY RATE ** (B)</u>	<u>EXTENDED COST (A) x (B)</u>
<b>1. Crawler Mounted Hydraulic Power Shovel (Front End Loader)</b>				
a. Bucket Capacity: 1 to 1 1/2 cubic yard	Kubota SVL-95	4	800	3200
b. Bucket Capacity: 2 to 3 cubic yard	CAT 931	2	300	600
<b>2. Rubber Tire Backhoe</b>				
a. Front bucket capacity: 1 cu. yd.; Rear bucket capacity: 3/8 cu. yd.	CAT 416	2	300	600
b. Front bucket capacity: 1 1/2 cu. yd.; Rear bucket capacity: 5/8 cu yd	CAT 420	8	300	2400
<b>3. Rubber Tire Loader</b>				
a. Bucket capacity: 1 to 2 cubic yards	CAT 908	1	950	950
b. Bucket capacity: 3 to 4 cubic yards	John Deere 544	1	950	950
				8700

\*\* All Equipment Daily Rates must include the cost of equipment and operator.

<u>TYPE OF EQUIPMENT</u>	<u>MAKE/MODEL</u>	<u>ANTICIPATED ANNUAL USAGE (A)</u>	<u>DAILY RATE ** (B)</u>	<u>EXTENDED COST (A) x (B)</u>
4. Crawler Mounted Hydraulic Excavator	a. Bucket capacity: 1/4 cubic yard Bobcat E32/ES5 CAT 308	3	1300	3900
	b. Bucket capacity: 3/8 cubic yard to 3/4 cubic yard CAT 314	30	450	13,500
	c. Bucket capacity: 3/8 cubic yard to 3/4 cubic yard with hydraulic rock hammer CAT 308	6	600	3600
	d. Bucket capacity: 3/4 cubic yard to 1 1/2 cubic yard CAT 314	8	1300	10,400
	e. Bucket capacity: 3/4 cubic yard to 1 1/2 cubic yard with hydraulic rock hammer and/or hydraulic plate tamper CAT 314	1	1300	1300
5. Truck rear dump	a. Capacity: 5 cubic yards to 10 cubic yards Peterbilt 335	30	1,100	33,000
	b. Capacity: 15 cubic yards to 20 cubic yards Peterbilt 567	3	1200	3600
6. Asphalt Spreader (Self Propelled)	Leeboy 8515	1	1100	1100

\*\* All Equipment Daily Rates must include the cost of equipment and operator.

<u>TYPE OF EQUIPMENT</u>	<u>MAKE/MODEL</u>	<u>ANTICIPATED ANNUAL USAGE</u> (A)	<u>DAILY RATE **</u> (B)	<u>EXTENDED COST</u> (A) x (B)
<b>7. Asphalt Roller</b>				
a. 1 to 3 ton	Wacker Roll	6	750	4500
b. 5 to 8 ton	Case DV-45	3	300	900
<b>8. Mechanical Soil Screen</b>	VibroScreen	1	750	750
<b>9. Service Truck (Hand Tools, Tampers, Saws, etc.)</b>	Chevrolet 3500 GMC 3500	30	950	28,500
<b>10. Compressor with Jackhammers, Drills, etc.</b>	Airman / Ingersoll Rand	15	750	11,250
<b>11. Pick up Truck 8' Bed</b>	Chevrolet 2500	15	50	750
<b>12 Road cutting saw 36" Blade</b>	Diamond Products	10	900	9,000
<b>13 Forklift 5,000lb capacity</b>	Hyundai	2	50	100

TOTAL BID PRICE 134,850

\*\* All Equipment Daily Rates must include the cost of equipment and operator.

### Reference Wage Rate Schedule

Some or all of the titles listed below are expected to be utilized in the operation of the equipment being provided by the Contractor. For the Village's reference, please fill in the hourly rates (including all fringe and supplemental benefits) for each title listed. This information is only for the Village's reference and will not NOT BILLED separately from the Equipment Daily Rate.

This Schedule must be submitted with the Bid.

TITLE	Check if Not Applicable	HOURLY RATE
Mason - Heavy & Highway	<input checked="" type="checkbox"/>	\$ _____
Operating Engineer - Heavy & Highway	<input type="checkbox"/>	\$ 102.05 including supplemental benefit rate
Teamster - Building / Heavy & Highway	<input checked="" type="checkbox"/>	\$ _____
Laborer - Heavy & Highway	<input type="checkbox"/>	\$ 79.84 including supplemental benefit rate

**WE ARE YOUR DOL**



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

## CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and  
Covered Private Construction Projects in the State of New York,  
Subject to the Prevailing Wage Requirements of  
NYS Labor Law Article 8

2XPC CORP.  
DBA: THOSE GUYS CONTRACTING  
26 GANUNG DRIVE  
OSSINING, New York 10562  
Phone Number: 9145899688  
Registration Number: 24-639ZX-CR  
Date of Issue: 2024-12-12  
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink that reads "Roberta Reardon".

Roberta Reardon  
Commissioner  
New York State Department of  
Labor



Exhibit "C"

**DO NOT REMOVE THIS FORM FROM THIS CONTRACT MANUAL**

DIVISION #0: BIDDING AND CONTRACT REQUIREMENTS

SECTION #PF: PROPOSAL FORMS

**PROPOSAL FORM**

PROJECT: Use and Operation of Heavy Equipment

DATED 4/26/26

Sir or Madam

In compliance with the Invitation and the Instructions to Bidders, the undersigned bidder.

2XPC CORP a/b/a Those Guys Contracting

(A corporation of, organized & existing under the law of, the  
State of New York)

(A partnership consisting of \_\_\_\_\_)

(A individual trading as \_\_\_\_\_  
\_\_\_\_\_)

City of \_\_\_\_\_

in the State of \_\_\_\_\_

hereby submits our **PROPOSAL** for Use and Operation of Heavy Equipment and agrees that if this bid is accepted as hereinafter provided, he/she will, except to the extent otherwise specifically provided in the Contract Documents, furnish all labor, materials, supplies, tools, plant and equipment necessary to perform all work described in the Contract referred to in Instructions to Bidders in strict accordance with the terms and provisions of this Contract.

for the following **BREAKDOWN OF COSTS**

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in their best interest.

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these Contract Documents for the amounts stated Prices quoted for base proposal shall be guaranteed for thirty (30) days after date of proposal.

If written notice of award is received within thirty (30) calendar days after the opening of bids, the bidder or bidders agrees to execute said contract and furnish to the Owner within ten (10) days after receipt of said notice of award the executed contract together with insurance certificates required herein.

The undersigned has included with Bid:

1. Insurance Procedure
2. Non-Collusive Bidding Certification
3. Safety & Environmental Certifications
4. Hold Harmless

By submission of this proposal, the undersigned acknowledges that he has visited each site, informed himself of the existing conditions, and included in the proposal a sum to cover the costs of all items in the Contract.

2XPC Corp d/b/a Those Guys Contracting  
Contractor

By Patrick Colantuono Title President

Business Name: 2xpc Corp

Address: 26 Ganung Drive, Ossining NY 10562

Telephone Number: 914-589-9688 Fax Number: N/A

E-Mail Address: Thoseguyslandscapinginc@gmail.com

Attest: 


Title President

SEAL IF REQUIRED

**INSURANCE PROCEDURE**

**\*\* THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. \*\***

Please take the insurance **requirements of the Contract** to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal cost reflects any additional costs relating to insurance requirements for this work.

  
\_\_\_\_\_  
Signature

9/26/26  
\_\_\_\_\_  
Date

2xpc Corp  
\_\_\_\_\_  
Contractor



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>2XPC CORP DBA THOSE GUYS LANDSCAPING 26 GANUNG DRIVE OSSINING, NY 10562</p> <p><b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b></p>	<p><b>1b. Business Telephone Number of Insured</b> (914)589-9688</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 46-5586574</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>VILLAGE OF IRVINGTON 85 MAIN STREET IRVINGTON, NY 10533</p>	<p><b>3a. Name of Insurance Carrier</b> Erie Insurance Co.</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> Q95-5700300</p> <p><b>3c. Policy effective period</b> <u>11/07/2025</u> to <u>11/07/2026</u></p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> <b>included.</b> (Only check box if all partners/officers included) <b>all excluded or certain partners/officers excluded.</b></p>


This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: MARC CIPRIANI  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  09/30/2025  
(Signature) (Date)

Title: SVP — COMMERCIAL LINES

Telephone Number of authorized representative or licensed agent of insurance carrier: (800) 458-0811

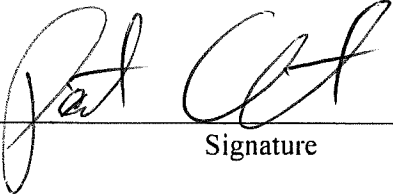
**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

**NON-COLLUSIVE BIDDING CERTIFICATION**

**\*\* THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. \*\***

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor/Supplier

**SAFETY AND ENVIRONMENTAL CERTIFICATIONS**

**\*\* THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. \*\***

The certificates listed below are expected to be utilized in the operation of equipment being provided by the Contractor.

Please fill provide the name of the employee or employees that hold the following Certificates along with the Certificate number and Certificate date for each certificated listed below. This will not be billed separately from the Equipment Daily rate.

A) OSHA 30 Hour Construction Safety and Health Certificate

Employee: Patrick Colantuono Certificate #: cert Attached Certificated Date: 6/19/21

Employee: Paul Cancro jr. Certificate #: cert Attached Certificated Date:  
\* Additional employee certificates are attached \*

B) OSHA Rigger and Signal Person (advanced)

Employee: Patrick Colantuono Certificate #: cert Attached Certificated Date: 4/13/26

Employee: Paul Cancro jr. Certificate #: cert Attached Certificated Date: 4/8/26

C) OSHA Confined Space Entry Training For Construction

Employee: Patrick Colantuono Certificate #: cert Attached Certificated Date: 4/1/24

Employee: Paul Cancro jr. Certificate #: cert Attached Certificated Date: 4/7/24

D) NYSDEC Endorsed Erosion and Sediment Erosion Control Certificate

Employee: Patrick Colantuono Certificate #: 060T-3312024-460 Certificated Date: 5/31/24

Employee: Paul Cancro jr. Certificate #: 060T-4612024-467 Certificated Date: 4/1/24

This card acknowledges that the recipient has successfully completed:

**30-hour Construction Safety and Health**

This card issued to:

**PATRICK COLANTUONO**

**Curtis Eugene Chambers**  
Trainer Name

**06/19/2021**  
Date of Issue



A 360training® Company

# CERTIFICATE OF COMPLETION

This certifies that

Patrick Colantuono

has successfully completed the course

## Rigger and Signal Person Training (Advanced)



Course Duration  
5.0



Completion Date  
04/13/2026



Certificate #  
000041342271



*Samantha Montalbano*

Samantha Montalbano, Chief Operating Officer

This certificate is non-transferable and expires 2 year from the date of issuance and/or completion.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

FROM ALGIVE LINE

FOLD



A 360training® Company

This certifies that

Patrick Colantuono

has successfully completed the course

Rigger and Signal Person Training (Advanced)

*Samantha Montalbano*  
Samantha Montalbano, Chief Operating Officer

Completion date: 04/13/2026  
Valid for 2 years from this date

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.



Questions? support@360training.com

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FOLD

FROM ALGIVE LINE



Department of  
Environmental  
Conservation

## Endorsed Training

### *Certificate of Completion*

**Patrick M Colantuono**

*Is hereby awarded this Certificate signifying completion of the course:*

**“NYS DEC 4-Hour Erosion and Sediment Control Training”**

***Attested Day of Training: 03/31/2024***

***Assigned Trainee Stormwater Identification Number – SWT # 060T-3312024-460***

*This Erosion and Sediment Control (E&SC) Training is Endorsed by the NYS Department of Environmental Conservation, Division of Water, for “Trained Contractors” and Certain “Qualified Inspectors” who must receive 4 hours of E&SC training every three years to satisfy requirements under the Construction Activity State Pollution Discharge Elimination System (SPDES) General Permit.*

***Expiration: 3 years from date of training***

Instructed by: New York State Conservation District Employees’ Association, Inc. (NYSDEC SWT #0060T)

625 Broadway, 4<sup>th</sup> Floor, Albany NY 12233-3505 ~ (518) 402-8111 ~ [training.Stormwater@dec.ny.gov](mailto:training.Stormwater@dec.ny.gov)

[https://www.dec.ny.gov/chemical/8694.html#Erosion\\_Sediment\\_Training](https://www.dec.ny.gov/chemical/8694.html#Erosion_Sediment_Training)



This certifies that the person named below has successfully completed the

**Patrick Colantuono**  
**Confined Spaces - 8 Hour - Construction**

  
Samantha Montalbano, Chief Operating Officer

**04/01/2024**  
Completion date

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | [www.360training.com](http://www.360training.com)

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? [support@360training.com](mailto:support@360training.com)  
visit: [www.360training.com/osha-campus](http://www.360training.com/osha-campus)



26-607371618

This card acknowledges that the recipient has successfully completed:

**30-hour Construction Safety and Health**

This card issued to:

**PAUL CANCRO JR**

**Curtis Eugene Chambers**  
Trainer Name

**02/12/2022**  
Date of Issue

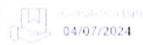


**CERTIFICATE OF COMPLETION**

This certifies that

**Paul Cancro jr**

has successfully completed the course  
**Confined Spaces - 8 Hour - Construction**



*Sarah Montalano*  
Sarah Montalano, Chief Operating Officer

360 Training, Inc. 10000 South of 10th St. www.360training.com

**360** This certifies the person signed below has successfully completed the:

**Paul Cancro jr**  
Confined Spaces - 8 Hour - Construction

*Sarah Montalano*  
04/07/2024  
Completion Date

www.360training.com

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplemental job safety training and does not replace that approved by an approving authority.

Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? Support@360training.com  
or: www.360training.com/ask-a-qa



Department of Environmental Conservation

Endorsed Training

Certificate of Completion

Paul F Cancro Jr.

Is hereby awarded this Certificate signifying completion of the course:

"NYS DEC 4-Hour Erosion and Sediment Control Training"

Attested Day of Training: 04/01/2024

Assigned Trainee Stormwater Identification Number – SWT # 060T-4012024-467

This Erosion and Sediment Control (E&SC) Training is Endorsed by the NYS Department of Environmental Conservation, Division of Water, for "Trained Contractors" and Certain "Qualified Inspectors" who must receive 4 hours of E&SC training every three years to satisfy requirements under the Construction Activity State Pollution Discharge Elimination System (SPDES) General Permit.

Expiration: 3 years from date of training

Instructed by: New York State Conservation District Employees' Association, Inc. (NYSDEC SWT #060T)

525 Broadway, 11<sup>th</sup> Floor, Albany NY 12243-2503 ~ (518) 402-8111 ~ training.Stormwater@dec.ny.gov

[https://www.dec.ny.gov/construct/0601.html#erosion\\_sediment\\_training](https://www.dec.ny.gov/construct/0601.html#erosion_sediment_training)

Endorsed Training	Certificate of Erosion & Sediment Control Training
	Name: Paul F Cancro Jr.
	Trainee SWT# (SWT): 060T-4012024-467
	Expires 3 years from: 04/01/2024
	Instructor Name/ID
	New York State Conservation District Employees' Association, Inc. #0606T
	Expires 3 years from training date





A 360training® Company

# CERTIFICATE OF COMPLETION

This certifies that

Paul Cancro jr

has successfully completed the course

Rigger and Signal Person Training (Advanced)



Course Duration  
5.0



Completion Date  
04/08/2026



Certificate #  
000041386312

*Samantha Montalbano*  
Samantha Montalbano, Chief Operating Officer



This certificate is non-transferable and expires 2 year from the date of issuance and/or completion.

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TRIM ALONG LINE

FOLD



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This certifies that

Paul Cancro jr

has successfully completed the course

Rigger and Signal Person Training (Advanced)

*Samantha Montalbano*  
Samantha Montalbano, Chief Operating Officer

Completion date: 04/08/2026  
Valid for 2 years from this date

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.



Questions? support@360training.com

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FOLD

TRIM ALONG LINE



### CERTIFICADO DE FINALIZACIÓN

Esto certifica que

**Angel J. Santamaria Luna**

ha completado con éxito el curso

#### Programa de Capacitación 30 HORAS de Construcción de OSHA



CEU 30 | Hora Clase 30.0 | Fecha Expirable 10/30/2025

*asp*



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# CERTIFICADO DE FINALIZACIÓN

Esto certifica que

Flavio Bautista rosas

ha completado con éxito el curso

## Programa de Capacitación 30 HORAS de Construcción de OSHA



CEUs  
3.0



Horas Crédito  
30.00



Fecha Completada  
01/08/2026

Carlos Jimenez Colina, Trainer C 26-0115205 and G 26-0085409



Escanee para verificar

"Como formador del Programa de Capacitación de Extensión de la OSHA, afirmo que he llevado a cabo esta clase de capacitación del Programa de Capacitación de Extensión de la OSHA de acuerdo con los requisitos del Programa de Capacitación de Extensión de la OSHA. Documentaré esta clase a mi Organización de Capacitación Autorizadora de la OSHA. Una vez revisada correctamente mi documentación, proporcionaré a cada estudiante su tarjeta de finalización del curso dentro de los 90 días naturales posteriores al final de la clase."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

ESTE CERTIFICADO NO ES TRANSFERIBLE

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# CERTIFICATE OF COMPLETION

This certifies that

Jose Eliud Santamaria Luna

has successfully completed the course

## OSHA 30 Hour Outreach Training Program - Construction



CEUs 3.0	TT 30.00	Completion Date 02/05/2026
-------------	-------------	-------------------------------



Jason Cole, Trainer C 26-0113289 and G 26-0084457

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class.\*

\*As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standards.

THIS CERTIFICATE IS NON TRANSFERABLE

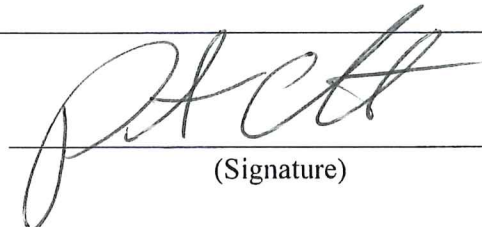
6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

(TO BE APPROVED BY YOUR ATTORNEY)  
**HOLD HARMLESS AGREEMENT**

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, the Village of Irvington, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials implements or appliances used in its performance or construction, or by or on account of any direct or indirect actor omission of passive or concurrent negligent act or omission by the Village of Irvington, or any of its employees, officers, or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name) 2xpc corp

ADDRESS 26 Ganung Dr., Ossining NY 10562

  
(Signature)

Patrick Colantuono  
(Print Name)

President  
(Title)

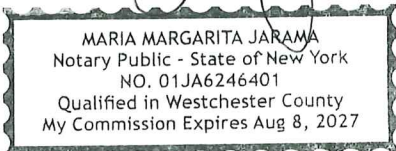
4/28/26  
(Dated)

**NOTARY:**

Subscribed and sworn to before me

this 28<sup>th</sup> day of April, 2026

Notary Public  

DIVISION #0: BIDDING AND CONTRACT REQUIREMENTS

SECTION #CA: CONTRACT AGREEMENT FORMS

1. CONTRACT AGREEMENT FORM

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as "CONTRACTOR" and the Village of Irvington, NY located at 85 Main Street, Irvington, NY 10533, hereinafter referred to as "OWNER".

**WHEREAS**, the Village of Irvington intends to enter into a contract with the CONTRACTOR for the purpose of furnishing and operating certain equipment to the OWNER;

**WHEREAS**, the CONTRACTOR has represented that he possesses adequate equipment and sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. **SCOPE OF WORK**

The CONTRACTOR shall provide to OWNER the equipment, materials, personnel and services identified in Exhibit "A" in a proper manner, satisfactory to the OWNER.

II. **TIME OF PERFORMANCE and TERM**

Award of this contract shall be for a term of twelve months with the mutual option to renew for one (1) year. It is our intent to have this contract work commence June 1, 2026 and end on May 31, 2027.

The services to be performed hereunder shall be provided in accordance with Exhibit "A".

III. **COMPENSATION AND PAYMENT**

For satisfactory performance of the services, rental of equipment, and provision of material, the OWNER shall pay the CONTRACTOR in accordance with the rates listed in Exhibit "A". The OWNER shall release payment to the CONTRACTOR within 30 days of receipt of an approved invoice.

IV. **COMPLIANCE WITH LAWS**

The CONTRACTOR shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

V. **SUBCONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the

OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONTRACTOR of any liability or responsibility for the proper performance of the work under this Agreement.

VI. **INSPECTIONS**

All work performed by the CONTRACTOR shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONTRACTOR of responsibility for the proper performance of the work.

VII. **EXTRA WORK**

Not applicable.

VIII. **TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONTRACTOR. Upon receipt of this notice the CONTRACTOR shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONTRACTOR for all work completed and material and equipment provided to date.

IX. **DEFAULT**

Should the CONTRACTOR breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONTRACTOR fails to perform any of its obligations or if the CONTRACTOR fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONTRACTOR, the OWNER may:

- a) declare the CONTRACTOR to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONTRACTOR until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by determining a percentage of work completed by the CONTRACTOR and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

X. **INDEMNIFICATION**

The CONTRACTOR shall be responsible for all damage to life and property due to negligent activities of the CONTRACTOR, his subcontractors, agents or employees in connection with his services under this Agreement. The CONTRACTOR specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify

them individually for the particular duties they perform. Further, it is expressly understood that the CONTRACTOR shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONTRACTOR under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONTRACTOR'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

Nothing in this Article or in the Agreement shall create or give to a third party any claim or right of action against the CONTRACTOR, or the owner beyond such as may legally exist irrespective of this Article or this Agreement.

#### XI. INSURANCE REQUIREMENTS

The CONTRACTOR shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the OWNER:

A. Commercial General Liability Insurance

\$2,000,000 per occurrence/\$4,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

B. Workers' Compensation and Employers' Liability Policy

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

C. Comprehensive Automobile Policy

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

D. Property insurance

The contractor shall cover materials being installed onsite, in transit, and/or at any other location.

E. Contractor's Equipment

The Contractor shall insure all equipment, tools, and portable enclosures. The Contractor shall hold the Owner harmless for any loss or damage to such equipment, tools, etc.

Prior to commencing performance, the CONTRACTOR shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured.

**XII. INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent CONTRACTOR, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with the OWNER. The OWNER shall be the general administrator and coordinator of the CONTRACTOR'S services for the Project.

**XIII. RECORDS**

The CONTRACTOR shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONTRACTOR.

All drawings, specifications, reports, information or data prepared by or furnished to the CONTRACTOR in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

**XIV. PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**XV. TRANSFERABILITY OF INTEREST**

The CONTRACTOR shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONTRACTOR shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

**XVI. GOVERNING LAWS**

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

**XVII. SUPPLEMENTS TO AGREEMENTS**

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" - Bid Submission / Fee Schedule

**XVIII. ENTIRE AGREEMENT - AMENDMENTS**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

END CONTRACT AGREEMENT FORM

**RESOLUTION 2026-XXX**

**RENEWAL OF AN AGREEMENT WITH THE IRVINGTON VOLUNTEER AMBULANCE CORPS**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**RESOLVED**, to approve an agreement between the Irvington Volunteer Ambulance Corps and the Village of Irvington for emergency medical services for the term June 1, 2026 through May 31, 2027 in an amount not-to-exceed \$124,800.00; and

**FURTHER RESOLVED**, to authorize the Village Administrator to execute said agreement.

**AGREEMENT BETWEEN THE VILLAGE OF IRVINGTON AND THE  
IRVINGTON VOLUNTEER AMBULANCE CORPS FOR EMERGENCY  
MEDICAL SERVICES  
May 14, 2026**

This **AGREEMENT**, effective as of June 1, 2026, by and between the VILLAGE OF IRVINGTON, a municipal corporation having its offices at 85 Main Street, Irvington, New York 10533 (the “**Village**”), and the IRVINGTON VOLUNTEER AMBULANCE CORPS, INC., a not-for-profit corporation in the State of New York, with an office at 80 Main Street, Irvington, New York 10533 (“**IVAC**”), provides as follows:

**Section 1. Definitions**

For purposes of this Agreement, the following words and phrases shall have the meanings ascribed to them by this section:

A. **Ambulance** – motor vehicle especially designed and equipped to provide Emergency Medical Services during transit.

B. **Emergency Medical Services** or **EMS** – A service engaged in providing initial emergency medical assistance, including, but not limited to, the treatment of trauma, burns and respiratory, circulatory, and obstetrical emergencies.

C. **EMT** – a person certified by the State of New York as an Emergency Medical Technician – Basic pursuant to N.Y. Comp. Codes R. & Regs. Tit. 10 § 800.

D. **Staffed Shift** – A 12-hour period during which, at a minimum, two persons, including an ambulance driver and an EMT, are available and prepared to respond to any call for EMS, provided, however, that IVAC shall be deemed to have a Staffed Shift (x) if:

i. IVAC is out of service for all or any portion of such 12- hour period solely by reason of force majeure or unforeseen equipment failure or staff illness or,

ii. if IVAC is out of service for a period of 2 hours or less during any such 12-hour period for any other reason, provided that the total of such out of service time during the applicable 4-week period does not exceed 8 hours.

iii. IVAC provides a response to emergencies using shared staffing with other agencies with which it partners.

**Section 2. Obligations**

A. IVAC shall provide the exclusive response for all EMS requests originating within the

geographical limits of the Village of Irvington and EMS mutual aid requests originating from the County of Westchester where IVAC is summoned, twenty-four hours per day, seven days a week; provided at the time any such call originates, IVAC is not already responding to another EMS request. IVAC shall ensure it has adequate employees and volunteers to provide this service at all times with a complete crew as required by New York State and local law and regulations, at a minimum a driver and an EMT.

B. All EMS furnished by IVAC shall be rendered in full compliance with all applicable, federal, state and local laws, ordinances, rules and regulations. IVAC shall, at its sole discretion, provide Advanced Life Support (ALS) care on a periodic or continuous basis. The Village shall facilitate and support this provision of ALS care.

C. Upon execution of this Agreement, IVAC shall furnish the Village with certificates showing that it is a New York State certified ambulance service. IVAC shall provide the equipment, ambulances and qualified personnel necessary to furnish EMS as required under this Agreement.

D. IVAC shall work diligently with the Village Board of Trustees and neighboring communities to coordinate EMS services provided by each of the municipality's volunteer ambulance corps.

E. In consideration of IVAC's obligations under this Agreement, the Village shall pay IVAC according to Appendix 1. Such Appendix may be updated with new payment amounts, terms, and payment schedule while this agreement is in effect.

### **Section 3. Term**

A. The initial term of this Agreement shall be June 1, 2026, through May 31, 2027. This Agreement shall automatically renew for successive terms of one (1) year on June 1 of the following year unless notice of termination is given with ninety (90) days written notice.

B. In the event that the Village or IVAC determines not to negotiate or offer a renewed contract at the end of the term hereof, the party making such determination will make a good faith effort to inform the other of such decision within ninety (90) days after such determination has been reached.

C. Nothing herein shall be construed as imposing any legal obligation on either party to enter into any additional or further contracts beyond the term hereof, nor shall either party be entitled to money damages based upon a claim of failure to give notice hereunder.

### **Section 4. Payment and Recording**

IVAC shall report to the Village Clerk-Treasurer every four weeks the number of Staffed Shifts that occurred during the previous four weeks. The Village will remit payment for those shifts

within 30 days after it receives IVAC's report. IVAC shall maintain detailed staffing records, which shall be provided to the Village at the Village's request.

### **Section 5. Termination**

A. Either the Village or IVAC may cancel and terminate this Agreement for cause on not less than sixty (60) days written notice to the other party mailed to the address listed above by certified mail return receipt requested or overnight delivery service with proof of delivery.

B. For purposes of this Agreement, "cause" shall mean any material breach of the terms of this Agreement or the New York State Emergency Medical Services Code or other applicable law or regulation, as well as falsification of data or information supplied to the Village by IVAC. It shall not constitute material breaches of this Agreement: (1) if IVAC fully staffs either at least 51 shifts during any four week period or at least 153 shifts in the three most recent four week periods (provided that the foregoing thresholds shall be reduced to 49 and 150, respectively, for any periods that include the summer months of June, July and August); and (2) IVAC fails to respond to an EMS call for reason of force majeure, being unavailable due to a current response to another EMS call, or unforeseen equipment failure, staff illness or family emergency.

### **Section 6. Other Matters**

A. Upon execution of this Agreement, IVAC will provide the Village with a list of ambulances it has title to, including the model, make, year and VIN number of each vehicle. In the event that IVAC acquires any new vehicles during the term of this Agreement, IVAC will promptly update said list and provide it to the Village.

B. The Village and IVAC acknowledge that, since its incorporation in 1963, IVAC has been the principal provider to the Village of Emergency Medical Services. It is the intent of the parties that this Agreement will facilitate the continued exclusive provision of such Emergency Medical Services by IVAC to the Village. Should circumstances arise where IVAC ceases operation, the Village shall be given the earliest possible notice. IVAC and Village, consistent with the requirements of law applicable to IVAC and the Village, will consult and undertake to develop and implement a plan to secure continued Emergency Medical Services to the Village.

### **Section 7. Officers and Directors of IVAC**

Upon execution of this Agreement, IVAC shall provide the Village with a list of all officers and directors of IVAC. In the event that any changes in officers and directors of IVAC occurs during the term of this Agreement, IVAC shall promptly advise the Village of the change in writing.

### **Section 8. Insurance**

A. IVAC shall procure, pay for and maintain the minimum insurance coverage and limits listed below:

1. Commercial General Liability coverage with limits of insurance of not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate, and including a waiver of subrogation.

2. Automobile Liability

a. Business Automobile Liability coverage with limits of at least \$1,000,000 each accident.

b. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

3. Workers' Compensation and Employers' Liability, and New York State Disability:

a. Statutory N.Y.S. Worker's Compensation, Employer's Liability, and New York State Disability Benefits Insurance required for all employees.

b. ACORD forms are not acceptable proof of Worker's Compensation coverage. C-105.2 Certificate of N.Y.S. Worker's Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S. Disability Benefits Insurance must be provided.

4. Endorsement to Commercial General Liability to cover the professional services provided by IVAC.

5. Additional coverage either under the General Liability Policy or through Umbrella Insurance Coverage with aggregate limits of at least \$10,000,000. Umbrella Policy must state that it covers over the General Liability, and Automobile Insurance.

B. Said insurance shall be evidenced by delivering to the Village: (a) certificates of insurance executed by insurance carriers certified by the New York Insurance Department or similar agency listing coverage and limits, expiration dates and terms of policies and all endorsements, and listing all carriers issuing said policies; and (b) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

C. The Village, its respective officers, employees, agents, volunteers, and emergency services providers shall be listed as additional insureds on all policies (except the Workers' Compensation and Disability policies). Such certificates of insurance shall contain the following statement: "ALL COVERAGE SHALL BE PRIMARY AND NONCONTRIBUTING TO ANY OTHER INSURANCE OR SELF-INSURANCE HELD BY VILLAGE OF IRVINGTON." All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.

D. Original copies of insurance policies affording coverage, for which certificates of insurance are to be furnished to the Village, must be submitted to the Village for examination along with certificates. The Village's failure to object to the contents of any certificate or absence of same shall not be deemed a waiver of any or all rights held by the Village.

E. IVAC acknowledges that failure to obtain such insurance constitutes a material breach of this Agreement and subjects it to liability for damages, indemnification, and any and all other legal remedies available to the Village.

### **Section 9. Indemnification and Defense**

IVAC shall indemnify, defend and hold harmless the Village and its respective officers, employees, volunteers, agents and representatives, from and against any and all costs, losses, liability, claims and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action or proceeding against the Village, and/or any such persons so indemnified, by any third party in relation to: (i) a breach of any of the representations and warranties made by IVAC, its employees and/or subcontractors; (ii) a breach of this Agreement by IVAC; or (iii) the negligence or willful misconduct of IVAC, its employees and / or subcontractors, provided, in each case, that IVAC is notified promptly, in writing, of any such suit, action, or threat thereof and is given full and complete authority, information and assistance by the Village for the defense and settlement of the same.

### **Section 10. Independent Contractor**

The parties acknowledge that IVAC is providing the services contemplated under this Agreement as an independent contractor and is neither a department of the Village, an agent, employee, partner nor joint venture of the Village. Nothing in this Agreement creates an employee or employer relationship between the Village and IVAC, and its employees and volunteers shall not be entitled to any benefits available to Village employees, including but not limited to health and retirement benefits.

### **Section 11. Compliance with Laws**

All services provided by IVAC shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be IVAC's sole responsibility to determine which laws, rules and regulations apply to the services under this Agreement, and to maintain compliance with all applicable standards at all times.

### **Section 12. Non-Discrimination**

IVAC will not discriminate against any employee, volunteer or applicant for employment or

volunteer status with IVAC because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or handicap status.

### **Section 13. Miscellaneous**

A. No right, duty or obligation of IVAC under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation nor public body, without the prior written consent of the Village, except pursuant to mutual aid agreements.

B. This Agreement shall be governed by the laws of the State of New York. Venue for any legal disputes arising under this Agreement shall be New York State Supreme Court, Westchester County.

C. The Village represents to IVAC that the execution of this Agreement by the Village Administrator has been duly authorized by a resolution of the Village Board of Trustees.

D. This Agreement may be signed in counterparts, with each such counterpart being deemed an original and having the same force and validity as an original signed document.

E. Except as otherwise provided for in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed to be, or shall constitute a waiver of any other provision.

F. If any term, provision or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, provisions and conditions not held invalid, void or unenforceable shall continue in full force and effect.

G. This Agreement constitutes the entire understanding among the parties, and there are no agreements, understandings, warranties or representations between the parties except as provided in this Agreement. This Agreement may be amended or modified only by a writing signed by both the Village and IVAC.

IN WITNESS WHEREOF, the Village and IVAC have executed this Agreement.

VILLAGE OF IRVINGTON

By: \_\_\_\_\_  
Charles Hessler, Village Administrator

IRVINGTON VOLUNTEER AMBULANCE CORPS, INC.

By:  \_\_\_\_\_  
Lucas Isola, IVAC Chief Officer

**Appendix 1 to**

**AGREEMENT BETWEEN THE VILLAGE OF IRVINGTON AND THE  
IRVINGTON VOLUNTEER AMBULANCE CORPS FOR EMERGENCY  
MEDICAL SERVICES**

**May 14, 2026**

1. The Village shall pay IVAC \$9,600 for each four-week period for the 13 periods across the term of this agreement.
2. The Village will remit payment for those shifts within 30 days after it receives IVAC's report.
3. IVAC shall maintain detailed staffing records, which shall be provided to the Village at the Village's request.

IN WITNESS WHEREOF, the Village and IVAC have executed this Agreement.

VILLAGE OF IRVINGTON

By: \_\_\_\_\_  
Charles Hessler, Village Administrator

IRVINGTON VOLUNTEER AMBULANCE CORPS, INC.

By:  \_\_\_\_\_  
Lucas Isola, IVAC Chief Officer