AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2026, by and between the

VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York, having offices at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (the "Village"),

And

NEW ENGLAND PROPERTY MAINTENANCE INC., a corporation, having offices at P.O. Box 224, Mahopac, New York 10541, (the "Contractor").

WHEREAS, the Village has received a proposal from the Contractor to perform certain Work, all as described in the Request for Proposals dated September 10, 2024 (the "Specifications"); and

WHEREAS, the Village Board has accepted the terms of the proposal from the Contractor by resolution dated November 18, 2026,

NOW, THEREFORE, the Village and the Contractor by and for the consideration hereinafter set forth, agree as follows:

1. The Contractor shall provide, furnish, and perform all of the Work specified in the proposal, including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable laws and regulations. All materials and articles furnished shall be new unless otherwise specified in the Specifications and shall be of the appropriate grade for the particular purpose. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed.

2. Contract Price. For the performance of all of the Work in accordance with the provisions of the Specifications and this Agreement, the Village will pay the Contractor according to the schedule of rates included in the proposal.

3. Payment. The Contractor shall submit requests for payment after the performance of the Work specified in the proposal. Requests for payment shall include photographic evidence of each location before and after the Work is completed.

4. Time of Completion. The Contractor shall promptly commence Work after notification from the Village Manager or his designee. Work shall be completed within 36 hours of notification, unless granted an extension due to extraordinary circumstances.

5. Indemnification. The Contractor shall protect, defend, indemnify, and hold the Village of Croton-on-Hudson, its boards, officers, employees, volunteers, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof; without

limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, law, ordinance, administrative order, rule, regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case where such indemnification would violate any application provision of New York State law or regulation, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Village for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Village, its officers, employees or agents. This paragraph shall survive any termination or completion of performance of this Agreement.

6. Insurance. The Contractor shall be subject to "Minimum Insurance Requirements for Village of Croton-on-Hudson", which is part of the Specifications.

7. Term. This Agreement shall be in effect from November 1, 2026, through April 30, 2027.

8. Termination without cause. The Village may terminate this Agreement, in whole or in part, upon ten (10) days written notice to the Contractor whenever the Village deems such termination to be in its best interests. In the event of such termination, the Contractor shall be paid and the Village shall be liable only for payment for the work performed hereunder prior to the effective date of termination.

9. Termination for cause. The Village may terminate this Agreement for cause:

a. Upon five (5) days written notice in the event of a curable material breach of this Agreement by the Contractor, which shall include, but not be limited to any of the following: (i) failure by the Contractor to provide properly skilled workers or proper materials or equipment to complete the Work in accordance with the applicable schedule; (ii) failure by the Contractor to pay for materials or labor in accordance with applicable agreements or requirements; (iii) non-compliance with laws, rules, and regulations or directions of the Village applicable to the performance of the Work; (iv) failure by the Contractor to maintain any required insurance or bond; (v) failure to defend and indemnify the Village in accordance with this Agreement; and Contractor has failed to cure the curable material breach within five (5) days of receipt of written notice thereof;
b. Immediately, if breach is incurable, including if the Contractor (i) business becomes insolvent, commences to wind-up, or becomes subject to any insolvency, bankruptcy, or similar proceedings; (ii) makes an assignment for the benefit of creditors; or (iii) files a petition under any bankruptcy, insolvency, or similar law providing for the relief of debtors, or has any petition filed against it, and such party fails to have such petition stayed or lifted within ten (10) days from the date on which the petition is entered.
c. Immediately, for failure by the Contractor to cure any breach of this Agreement not listed above within twenty (20) days after receipt of written notice thereof.

Without limiting any other rights or remedies of the Village, in the event of termination for cause, the Village may complete the work by such means and methods as it may deem appropriate.

10. Incorporation by reference. All clauses required by law to be inserted in this Agreement shall be deemed to have been inserted herein. The Contractor shall comply and ensure compliance with the following to the extent they are applicable to the work hereunder: (a) minimum wages and supplements for laborers, workers and mechanics as provided in Labor Law Article 8; (b) non-discrimination and equal opportunity as provided in Labor Law Section 220-e; (c) prevention of dust hazard as provided in Labor Law Section 222-a; (d) prohibition from participating in certain international boycotts as provided in Labor Law Section 220-f; (e) eight-hour maximum workday and five day maximum workweek, except in an emergency, as provided by Labor Law Section 220.

11. Employment related to Agreement. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid for or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Contractor) any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Village may be entitled, or any civil or criminal penalty to which any violator may be liable, the Village shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift, or consideration.

12. Waiver. No waiver of any breach of this Agreement shall in any way affect or waive any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach of this Agreement.

13. Records. All records compiled by the Contractor in completing the work under this Agreement shall become the property of the Village. The Contractor may retain copies of each record for its own use. If the work includes any article or equipment for which there is a manufacturer's warranty, the Contractor shall ensure that the Village will receive the benefit thereof by transfer or otherwise.

14. Assignment. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the Village. The Contractor shall not subcontract any part of the work without the prior written consent of the Village. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the subcontracted work in compliance with this Agreement.

15. Damages for delay. The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Village, or any of its boards, officers, employees, representatives, agents, or volunteers, and agrees that any such claim shall be compensated fully for or by an extension of time to complete performance of the work as provided herein.

16. No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.

17. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement. This Agreement specifically incorporates by reference as if incorporated herein the Specifications. To the extent that any provision in this Agreement conflicts with any provision in the Specifications, the provision in this Agreement shall control.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the work hereunder, in which the Village is joined as a party, shall be commenced in the Courts of the State of New York, and venue shall be in Westchester County.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Agreement as of the day and year above first written.

NEW ENGLAND PROPERTY MAINTENANCE INC.	**THE VILLAGE OF CROTON-ON-HUDSON**
By: _____	By: _____
(Name and title)	Bryan T. Healy, Village Manager
Date: _____	Date: _____

VILLAGE ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Bryan T. Healy, Village Manager of the Village of Croton-on-Hudson, on behalf of the Village of Croton-on-Hudson, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

CONTRACTOR ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared

_____
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_____
NOTARY PUBLIC