

Proposed Zoning Code Text Amendment

1. The following definition of the term “increased minimum setbacks” will be added to the Definition Provisions set forth in Section 113-2 of the Town of Pound Ridge Zoning Code:

Setback, Increased Minimum

A setback that has been increased in proportion to the amount that the threshold standard(s) for site plan approval have been exceeded. (See Schedule of Bulk Regulations, § 113-37).

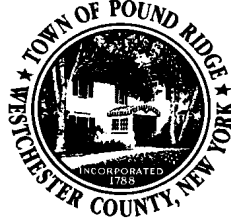
2. Section 113-38A(1) will be amended as follows to clarify the meaning and application of the terms “building coverage” and “lot coverage”.

*Terraces and porches. A paved terrace shall not be considered in determination of “yard” size or “~~lot~~ **building** coverage”, provided, however, that such terrace is unroofed and without walls, parapets or other forms of enclosure. Such terrace, however, may have an open guard railing not over three feet high and shall not project into any “yard” to a point closer than 25 feet from any “lot line.” Any two-“story” or any enclosed porch, or one having a roof and capable of being enclosed, shall be considered a part of the “building” in the determination of the size of the “yard” or amount of “~~lot~~ **building** coverage.”*

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: June 7, 2023

Re: Picnic Tables/Garbage & Recycling Bins & AED Purchase

I respectfully request the approval to purchase 8 picnic tables, 2 garbage bins and 2 recycling bins. The budgeted amount is \$10,000. I would like to move forward with the company Global Industrial and the purchase price is \$12,694.00. We have purchased from this company before. Furthermore, Global Industrial presented the lowest bid of the 3 different companies (global, ULINE, & furniture leisure).

I respectfully request the approval to purchase an AED. Not in budget. The company we would like to move forward with is Advantage Emergency Devices for the amount of \$2,727.00. The AED will be located at the camp shed with the EMT. Currently there is no AED at the camp shed/fields. The product is a LIFEPAK CR2 which is compatible with any paramedic or EMT who would arrive on site. Advantage emergency devices provided the lowest bid but also provides the LIFEPAK CR2 which again is compatible with emergency services. The quotes provided from companies (stryker \$3,560, CINTAS lease term for 36 months \$126/month=\$4,536).

Items	Budgeted		Contingency \$6,500
Picnic Tables/Bins	Budgeted 10,000	Need-\$2,694	6,500-2,694= \$3,806
AED	Not budgeted	Need-\$2,727	Paid w/rest of contingency

I request a budget transfer of \$6,500 from contingency to cover the purchase which is over the budgeted amount of \$10,000. Steve Conti recommended the transfer from contingency.

Please see quote attached.

Respectfully,

Andrea Russo
Supervisor of Recreation & Parks



News from
NYS Senator Shelley Mayer,
Assemblyman Steve Otis

Legislative Office Building
Albany, New York 12248

FOR IMMEDIATE RELEASE, June 8, 2023

Contact: Verena Arnabal, arnabalv@nyassembly.gov, 914-939-7028

Hannah Kirk, hkirk@nysenate.gov, (860) 207-0926

**Mayer and Otis Pass Legislation Requiring Automated External Defibrillator
Implementation Plans for Camps and Youth Sports**

Albany, NY - State Assemblyman Steve Otis (AD 91) and State Senator Shelley B. Mayer (SD 37) announced the passage of their bill, A.366A/S.7424, in both houses of the New York State legislature. This legislation will require camps and youth sports programs to adopt a plan to provide automated external defibrillator (AED) equipment at camps and youth sports games and practices.

The legislation is designed to address the issue of sudden cardiac arrest, the leading cause of death for young people. Sudden cardiac arrest has a 90% fatality rate, but those outcomes can be improved when CPR and AED response occurs within three minutes of the episode. But this equipment is often not always available. While AED equipment is already required in school buildings, this legislation applies to non-school settings. It is estimated that between 7,000 and 14,000 youth sudden cardiac arrests occur nationwide each year.

This measure will require that every camp or youth sports program establish and submit an AED implementation plan to the Department of Health, which describes how AEDs will be made available at every camp, game, or practice and how at least one employee, volunteer, coach, or other qualified adult, who has completed an AED training course, will be present. By ensuring that AEDs are available in camps, in gyms, and on the fields, lives will be saved.

The issue was brought to the attention of Assemblyman Otis and Senator Mayer by Rye Brook residents Dana Colasante and Alice Schoen, whose family members experienced sudden cardiac arrest at youth sports events. Dana's husband and Alice's son were both saved because AED equipment was present and used immediately. Most families are not as fortunate.

Senator Mayer said, "I am very pleased the Senate and Assembly were able to take action to ensure the safety of young people and adults during camp and youth sports programs by passing legislation requiring AEDs at camps and sporting events. More than 7,000 children experience

cardiac emergencies each year, and too many times an AED is not available or its presence is unknown. By establishing AED plans for camp and youth sports programs, it will ensure confidence that in the event of SCA, AEDs are present and available. I want to thank the Colasante and Schoen families for bringing this matter to our attention and I thank my colleague Assemblyman Otis for sponsoring this legislation in the Assembly.”

Assemblyman Otis said, “There is a tremendous gap in the public’s understanding of the need for including AED equipment and protocols as part of standard youth sports first aid planning. We have the ability to prevent heart-breaking tragedies by making sure that camps and youth sports programs develop their own plans to make sure AED equipment and procedures are in place. This important legislation was made possible through the advocacy of Dana Colasante and Alice Schoen who are dedicated to making sure lives are saved. This bill is another public health and safety victory in which Senator Mayer and I have combined efforts.”

Dana and Alice formed an advocacy group, Saving Active Hearts, to educate the youth sports community about sudden cardiac arrest and what steps groups can take to have the necessary equipment and protocols available.

Dana Colasante and Alice Schoen, in a joint statement, said, “We are absolutely thrilled that this life-saving legislation to require camps and youth sports programs to establish an AED implementation plan has passed the legislature. We are so grateful to the bill sponsors Assemblyman Otis and Senator Mayer for taking on this initiative to author and sponsor the bill. They have both been extremely supportive of our Saving Active Hearts mission to protect young athletes from dying from sudden cardiac arrest since we started this initiative four years ago.”

The issue gained new attention with Damar Hamlin’s near-death experience in January during the Buffalo Bills/Cincinnati Bengals game. The goal of our legislative efforts is to have this equipment available at all youth sports games and practices. Even in school settings, the awareness of the availability of equipment that is already on-site needs to be improved.

The American Heart Association (AHA) reported in 2018 that there are more than 356,000 out-of-hospital cardiac arrests annually in the United States, nearly 90 percent of which are fatal. Death can result within minutes from cardiac arrest if proper steps—such as performing cardiopulmonary resuscitation (CPR) and using an automated external defibrillator (AED)—to shock the heart and restore a normal heart rhythm are not taken immediately. Data from 2019 shows that 38.3% of cases are witnessed by a layperson, and 12.7% by an EMS provider. Trained non-medical personnel can use AEDs, which are simplified and portable electronic medical devices, to treat a person in cardiac arrest using voice prompts, lights, and text messages to walk the responder through the steps. Sports-related SCAs account for 39% of SCAs in children ages 18 years old or younger.

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CR2 AED

Quote Number: 10691883

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: Town of Pound Ridge Rec Dept

Rep: Bryson Carl

Attn:

Email: bryson.carl@stryker.com

Phone Number: (505) 400-1561

Quote Date: 04/24/2023

Expiration Date: 07/23/2023

Delivery Address

End User - Shipping - Billing

Bill To Account

Name:	Town of Pound Ridge Rec Dept	Name:	Town of Pound Ridge Rec Dept	Name:	Town of Pound Ridge Rec Dept
Account #:		Account #:		Account #:	
Address:	179 Westchester Avenue Pound Ridge New York 10576	Address:	179 Westchester Avenue Pound Ridge New York 10576	Address:	179 Westchester Avenue Pound Ridge New York 10576

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001263	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP Electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	1	\$2,992.85	\$2,992.85
2.0	11220-000079	AED Wall Cabinet with Alarm - Surface Mount, Rolled Edges, White	1	\$405.90	\$405.90
3.0	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	1	\$45.90	\$45.90
4.0	11998-000334	KIT, EMERGENCY RESPONSE	1	\$60.00	\$60.00
Equipment Total:					\$3,504.65

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$55.49
Grand Total:	\$3,560.14

Prices: In effect for 30 days



CR2 AED

Quote Number: 10691883

Version: 1

Prepared For: Town of Pound Ridge Rec Dept

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Bryson Carl

Email:

bryson.carl@stryker.com

Phone Number:

(505) 400-1561

Quote Date: 04/24/2023

Expiration Date: 07/23/2023

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Automated External Defibrillator Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"):	Phone:
Email:	Customer #:
Billing Address:	
Location Physical Address:	

TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide the Customer the Automatic External Defibrillator(s) selected by Customer below (the "AED Device(s)") and related products and services as specifically outlined in this agreement ("Agreement").

AED DEVICE	CASE	PRICE PER UNIT	NUMBER OF UNITS	MONTHLY PRICE
ZOLL® AED Plus®	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
ZOLL® AED 3	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
LifeLine VIEW AED	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
LifeLine AED	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
MEDICAL DIRECTION	<input type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™			
TRAINING	AHA Heartsaver™ FA/CPR/AED Course	\$	/Seat or Key	\$ /Class

1. Parties and Acknowledgment. This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.

2. Term; Renewal; Charges. The initial term of this Agreement is 36 months, commencing on the delivery date of the AED Device(s) to the Customer, which shall be reflected in the first invoice from Cintas to Customer for the AED Device(s) ("Initial Term"). This Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the above-referenced monthly price for use of the AED Device(s) and/or related services ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.

3. Products. Cintas will provide for use by Customer the AED Device(s). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit (together, including the AED Device, "Product"). (Additional batteries, sets of pads, data recording cards, and other accessories are not included in the definition of Product; such items may be purchased separately from Cintas.)

4. Service. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

5. Medical Direction. Customer acknowledges that it must obtain a prescription for the AED Device(s) and the AED Device(s) must be subject to medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue the prescription, provide medical oversight, or provide other related health-care or medical services. Rather, by signing this Agreement, Customer receives access to a third-party, at no additional cost to Customer, who will provide a prescription for the AED Device(s), provide medical oversight, register the AED Device(s) with local EMS (together, "Medical Direction"), and provide Customer access to the third-party's on-line software portal. As a condition to being granted Medical Direction and access to third-party's software portal, Customer acknowledges it will be required to agree to the terms and conditions applicable to those services, which will be provided at the initial log in to the software portal. Failure to do so: (a) will relieve any third-party providing the services from any liability for AED management and (b) will result in Customer assuming full responsibility and any associated liabilities for failing to acknowledge the terms and conditions.

6. Quality of Services. Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service that are not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at the local FAS service office. If Cintas then fails to resolve a material complaint in a reasonable period, Customer may terminate this Agreement provided AED Device(s) are returned in good working order or purchased at Replacement Cost.

7. Scope and Limitations of Service. The scope of Cintas's responsibilities under this Agreement is limited to delivering, performing AED Services and providing access to third-party Medical Direction, as outlined above. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.

8. Ownership; Care of AED Products; Replacement, Repair & Maintenance. Cintas maintains all right, title, and ownership of the AED Device(s). Customer agrees it will not alter, repair, or otherwise make changes to the AED Products. Customer agrees to protect AED Device(s) and Product(s) from mishap and misuse. If an AED Device requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement AED Device or send the AED Device for repair by the manufacturer at no charge to Customer. If Cintas, in its sole discretion, determines an AED Device must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the AED Device. In the event an AED Device is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost of \$1,995 ("Replacement Cost"). If replacement is necessary and the AED Device is still subject to the Initial Term or a Renewal Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. If an AED Device must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement AED Device and have Customer ship back to Cintas the AED Device requiring repair or replacement (rather than Cintas physically delivering a replacement AED Device). Upon receipt of a replacement AED Device, Customer shall return to Cintas the original AED Device, postage prepaid by Cintas, with the Customer taking reasonable care to protect the AED Device during transit. If, at any time, Customer identifies any concern, including, but not limited to, an expired battery or set of pads, a fault on the AED Status Indicator, or any other alarm, fault or other notification that an AED Device is not functioning correctly, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND PAGE. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Customer Signature:	Date:
Customer Name:	Title:

Original – Office | Yellow – Customer | Pink – Cintas Partner
Cintas Onsite AED Service Agreement, Page 1 of 2

TERMS AND CONDITIONS (CONT.)

9. Replacement AED Device. Customer may choose to replace an existing AED Device ("Original AED") with an AED Device of a different make or model ("Replacement AED") at any time after the expiration of the Initial Term with no penalty or cancellation charges; Customer may return Original AED to Cintas or purchase Original AED for \$399. If Customer chooses a Replacement AED, Customer must sign a new Service Agreement.

10. Cancellation; Return of AED Device. Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made during the Initial Term, Customer shall pay all remaining Monthly Service Charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of the Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

11. Manufacturer Recalls. Customer acknowledges that, from time to time, an AED Product may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Products are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Products and transport any and all such AED Products away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Products having similar functions and characteristics to the recall-affected AED Products.

12. TRAINING ACKNOWLEDGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.

13. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. CUSTOMER ACKNOWLEDGES THAT ALL AED PRODUCT PURCHASES UNDER THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

14. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the goods or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS OR SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

15. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio.

16. CINTAS NOT AN INSURER. Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

19. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

20. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio.

21. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.

22. Updated Terms and Conditions and Policies. Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or acceptance of the AED Products and AED Services constitute acceptance of any such updated Terms and Conditions.

23. Notices. Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.

24. Authority to Execute Agreement. Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

25. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

26. Entire Agreement; Modifications; Waiver. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.

Cintas Onsite AED Service Agreement, Page 2 of 2



**Advantage
Emergency
Devices, Inc.**

56 June Road
2nd Floor
P.O. Box 529
North Salem, NY 10560
1-800-650-1413
Info@AdvantageAED.com
www.Advantageaed.com

Quotation

Date	Estimate #
4/23/2023	4939
Quote Valid for 30 Days	

Customer
Town of Pound Ridge Attn: Andrea Russo 179 Westchester Avenue Pound Ridge, NY 10576

Other	FOB	Rep	Project
	N. Salem, NY	JF	

Item	Description	Qty	Rate	Total
99512-001267	LIFEPAK CR2 Fully-automatic AED, WIFI, English-Spanish, Carry Bag	1	2,378.00	2,378.00
11998-000334	Stryker Emergency Response Kit	1	60.00	60.00
Compact Size AED Ca...	Small surface mount AED cabinet with local alarm. Cabinet dimensions are 15" x 15" x 7"	1	259.00	259.00
3D Wall Sign	AED - Automated External Defibrillator (With Defibrillator Symbol) Size: 6" x 5"	1	30.00	30.00
Included AED Services	Additional services included at no charge: On site Delivery and setup of all AEDs. All AEDs will be fully assembled at time of delivery. In- service training will be provided for customer's staff on the operation and maintenance of the AED. Customer's staff will be aware of how to use and maintain the AED upon completion of in-service. Additionally, Battery and Electrode expiration dates and corresponding AED serial numbers will be tracked by Advantage Emergency Devices. 60 days prior to the expiration date an email will be sent reminding the customer of the upcoming date and necessary replacements. These services are provided at no additional cost.		0.00	0.00

.Salesperson:John FitzGerald john@advantageaed.com 914-645-5386	Subtotal	\$2,727.00
	Sales Tax (8.375%)	\$0.00
	Total	\$2,727.00



1-800-295-5510
 uline.com
 customer.service@uline.com

**PRICING
 REQUEST**

REQUEST # 87140668

Thank you for your interest in Uline!

PROVIDED TO: POUND RIDGE TOWN OF
 179 WESTCHESTER AVE
 POUND RIDGE NY 10576-1743

SHIP TO: POUND RIDGE TOWN OF
 199 WESTCHESTER AVE
 POUND RIDGE NY 10576-1741

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
20786681			MULTIPLE SHIPMENTS	04/20/23	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
2	KT	H-2293G	THERMOPLASTIC TRASH CAN - 32 GALLON, FUNNEL LID, GREEN	550.00	1,100.00
2	EA	H-2293G-LD	32GAL FUNNEL LID - GREEN PART OF KIT	.00	.00
2	EA	H-5155G	32GAL THERMOPLASTIC BASE-GRN PART OF KIT	.00	.00
2	KT	H-2889GR	SINGLE RECYCLED PLASTIC TRASH CAN - 32 GALLON, GRAY	545.00	1,090.00
2	EA	H-3687GR	ULINE TRASH CAN - 32 GALLON, GRAY PART OF KIT	.00	.00
2	EA	H-2889F-GR	RECYCLED PLASTIC RECEPTACLE FRAME - 32 GALLON, GRAY PART OF KIT	.00	.00
12	EA	H-2564C	A-FRAME RECYCLED PLASTIC PICNIC TABLE - 8', CEDAR ITEM IS DROP SHIPPED	1,225.00	14,700.00

SUB-TOTAL 16,890.00	SALES TAX .00	SHIPPING/HANDLING 1,498.10	TOTAL 18,388.10
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NOTE:
 ATTENTION: ANDREA RUSSO
 ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.



11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

Sales Quote

Account #:6597345	Quote #:6999781	Quote Issued:06/01/2023
TOWN OF POUND RIDGE	arusso@townofpoundridge.com	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
ANDREA RUSSO	Phone: (914) 916-0613	
199 WESTCHESTER AVE	Fax:	
POUND RIDGE, New York 10576		

Part#	Description	Shipping	Quantity	Price	Extended
B264186	Global Industrial™ 6' A Frame Rectangular Picnic Table, Recycled Plastic, Cedar Country Of Origin: UNITED STATES	TRUCK	4	\$1,125.00	\$4,500.00
B264187	Frog Furnishings 8' A Frame Picnic Table, ADA Compliant, Recycled Plastic, Cedar Country Of Origin: UNITED STATES	TRUCK	4	\$1,254.00	\$5,016.00
261962BL	Global Industrial™ Outdoor Diamond Steel Recycling Can w/Dome Lid, 36 Gallon, Blue Country Of Origin: CHINA	TRUCK	2	\$526.00	\$1,052.00
261948GND	Global Industrial™ Outdoor Diamond Steel Trash Can With Dome Lid & Base, 36 Gallon, Green Country Of Origin:	TRUCK	2	\$434.00	\$868.00
Item Total:					\$11,436.00
Shipping and Handling:					\$1,258.00
*Total:					\$12,694.00

Notes

- OMNIA CONTRACT # R211402
- FREIGHT QUOTED INCLUDES LIFT GATE SERVICE DELIVERY
- LEAD TIME TO SHIP 2-3 WEEKS
- QUOTE VALID 30 DAYS

Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me.

Name: LAURA BORRERO
Email: lborrero@globalindustrial.com
Phone: (516) 608-7107 x207107
Fax: (516) 608-3541

2729 E. Moody Blvd. #203
Bunnell, FL 32110

Date	Quote #
4/22/2023	29984

Bill To
City of Pound Ridge NY Andrea' Russo 199 West Chester Ave. Pound Ridge, NY 10576 US

Ship To
City of Pound Ridge NY Andrea' Russo,914-916-0613 199 West Chester Ave. Pound Ridge, NY 10576 USA

P.O. Number	Rep	Terms
	CSS	50%deposit/Net

Item	Description	QTY	Cost	Total
JPPT83	8 Foot Recycled Plastic Picnic Table with three legs, Heavy Duty Black Legs with Wallk thru design attached Seats, Plank Color: CEDAR List, \$1,889.95	6	1,669.00	10,014.00
JPPT83ADA	Recycled Plastic 8ft table-3 legs, stainless steel hadrware wheelchair access black frame, 475 Lbs Plank Color: CEDAR *List, \$1,694.95	2	1,499.00	2,998.00
Estimated Lead Time	Estimated lead time is 4-8 weeks, not including transit.		0.00	0.00

<p>Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.</p> <p>The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.</p> <p>Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.</p> <p>Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.</p>	Subtotal
	Sales Tax (0.0%)
	Total

Signature _____ Title _____ Date _____

alex@furnitureleisure.com

www.furnitureleisure.com

2729 E. Moody Blvd. #203
Bunnell, FL 32110

Date	Quote #
4/22/2023	29984

Bill To
City of Pound Ridge NY Andrea' Russo 199 West Chester Ave. Pound Ridge, NY 10576 US

Ship To
City of Pound Ridge NY Andrea' Russo,914-916-0613 199 West Chester Ave. Pound Ridge, NY 10576 USA

P.O. Number	Rep	Terms
	CSS	50%deposit/Net

Item	Description	QTY	Cost	Total
S&H	Shipping and Handling. **Commercial Delivery Curbside - Delivery does not include offloading freight. Lift Gate and 24 hr Call Ahead are requested for all applicable orders but are not guaranteed. - The delivery address must have ample room for a 53' semi truck to enter and turn around or exit the property without incident or obstacle. Notify your Sales Rep if a smaller truck is required. - Certain products will ship unassembled. Delivery does not include assembly, installation, placement of furniture, or removal of packing materials. Delivery Contact: Plank Color: CEDAR		3,394.00	3,394.00

<p>Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.</p> <p>The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.</p> <p>Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.</p> <p>Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.</p>	Subtotal
	Sales Tax (0.0%)
	Total

Signature _____ Title _____ Date _____

alex@furnitureleisure.com

www.furnitureleisure.com

2729 E. Moody Blvd. #203
 Bunnell, FL 32110

Date	Quote #
4/22/2023	29984

Bill To
City of Pound Ridge NY Andrea' Russo 199 West Chester Ave. Pound Ridge, NY 10576 US

Ship To
City of Pound Ridge NY Andrea' Russo,914-916-0613 199 West Chester Ave. Pound Ridge, NY 10576 USA

P.O. Number	Rep	Terms
	CSS	50%deposit/Net

Item	Description	QTY	Cost	Total
Inspection by Customer	Customer must inspect all products in the Driver's presence during the Time of Delivery. Take pictures of the package as it arrives. Accept the delivery even if damaged. Note any observed damages of the packaging and/or products on the Bill of Lading before signing. If B.O.L is electronic, request an Exception Number from the driver. If the driver cannot wait for inspection, note "SUBJECT TO INSPECTION" on the B.O.L. or request the Exception Number before they leave. Contact your Furniture Leisure Rep within 24 hrs of delivery with pictures, the number of products affected, any missing pieces, and/or damage details for further assistance on Freight Claims and resolutions. --- PLEASE NOTE: Freight damage discovered after the carrier has left will be the responsibility of the receiveing party. ---		0.00	0.00
Credit Card Usage Fee	4% Credit Card Fee Applies (total cost) - \$170.62 Fee will not apply to Check & ACH payments. Total sales tax calculated by AvaTax		0.00	0.00
			0.00	0.00

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition. The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty. Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida. Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.	Subtotal	\$16,406.00
	Sales Tax (0.0%)	\$0.00
	Total	\$16,406.00

Signature _____ Title _____ Date _____

alex@furnitureleisure.com

www.furnitureleisure.com

Memo

To: Town Board
From: Drifa Segal
Date: 6/7/2023
Re: REFUND

Please authorize the Finance Director to refund the totality of the 2023 Town/County bill for 9457-14.9 Barnegat Rd as the property is wholly exempt.

See attached claim forms and documentation.

Refund total:

9457-14.9 to Animal Nation	\$1831.31
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CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:
DATE: 6/7/2023

CLAIMANT'S NAME AND ADDRESS	Animal Nation PO BOX 72 SOUTH SALEM NY 10590 Parcel: 9457-14.9 2023 T/C bill: 1060
--	--

APPROPRIATION	AMOUNT	VOUCHER #
	\$1,831.31	
TOTAL	\$1,831.31	

VENDOR #:

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
6/7/2023	Property assessment has changed to wholly exempt status - refund 2023 T/C bill	1	\$1,831.31	\$1,831.31
			TOTAL	\$1,831.31

I, _____, certify that the above account in the amount of _____ is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

_____ date _____ signature _____ title

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.

6/7/23 _____
 date authorized official

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.



ENTRY MODE

Header | Ledger | Attachments | Exemptions | Memo | Owner History | Payor History | User Def | History

Bill No: **2023 01 1060** District: **554600** Parcel ID: **9457-14.9-** Bank Code:
 Owner: **ANIMAL NATION** Location: **BARNEGAT RD**
 Acct No: **10**

View: **Detail** Penalty Date: **06/07/2023**

Inst	Due Date	Purpose Desc	Type	Trans Date	Amount N	
1	04/30/2023	COUNTY TAX - 2023	CHG	03/29/2023	788.14	Adj
1	04/30/2023	TOWN TAX FOR 2023	CHG	03/29/2023	836.03	Adj
1	04/30/2023	LIBRARY DISTRIC	CHG	03/29/2023	99.22	Adj
1	04/30/2023	FOUND RIDGE FIR	CHG	03/29/2023	107.92	Adj
1	04/30/2023	COUNTY TAX - 2023	PAYMT	04/13/2023	-788.14	Adj
1	04/30/2023	POUND RIDGE FIR	PAYMT	04/13/2023	-107.92	Adj
1	04/30/2023	LIBRARY DISTRIC	PAYMT	04/13/2023	-99.22	Adj
1	04/30/2023	TOWN TAX FOR 2023	PAYMT	04/13/2023	-836.03	Adj
						Adj
						Adj
						Adj
						Adj

Batch No:	TWN032923
Rec/Ref No:	
Check/Ref No:	
Post Tr No:	331321
Post Tr Seq:	4
Due Date Tot:	.00
Inst Total:	.00
Trans No:	331321
Trans Seq:	1

Bill Total: .00

Sort By: **Ascending** Suppress Zero Balance Due Dates **- Select -**



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Refund or Credit of Real Property Taxes

RP-556
(12/19)

Part 1 - General Information: To be completed in duplicate by the applicant.

Names of owners Animal Nation Inc.					
Mailing address of owners (number and street or PO box) PO Box 72			Location of property (street address) Barnegat Road		
City, village, or post office South Salem		State NY	ZIP code 10590	City, town, or village Pound Ridge	
Daytime contact number 914-329-7800		Evening contact number 914-400-6014		Tax map number of section/block/lot; Property identification (see tax bill or assessment roll) 9457-14.9	
Account number (as appears on tax bill) 9457-14.9		Amount of taxes paid or payable 1831.31		Date of payment 4-13-2023	
Reasons for requesting a refund or credit: Error on 2022 assigning wholly exempt status roll,					

I hereby request a refund or credit of real property taxes levied by Town/County for the year(s) 2023
(County, city, village, etc.) (2022 Roll)

Signature of applicant
Muriel Randal

Date
6.5.2023

Part 2 - To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 6-5-23	Date warrant annexed
Last day for collection of taxes without interest	Recommendation Approve application* <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official <i>[Signature]</i>	Date June 6, 2023

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 - For use by the tax levying body or official designated by resolution 6.7.23: (insert number or date, if applicable)

Application approved (Mark an X in the applicable box):

Clerical error Error in essential fact Unlawful Entry

Amount of taxes paid \$1831.31	Amount of taxes due -0-	Amount of refund or credit 1831.31
--	-----------------------------------	--

Application denied (reason):

Signature of chief executive officer or official designated by resolution <i>[Signature]</i>	Date 6.7.23
---	-----------------------



George Latimer
County Executive

Westchester County Tax Commission

Victor Mallison
Executive Director

June 6, 2023

Animal Nation Inc.
P.O. Box 72
South Salem, NY 10590

Re: Application for Refund or Credit (Barnegat Rd 9457-14.9)

To Whom It May Concern;

Enclosed is an application (RP-556) that this office received for the parcel above referenced. The year involved is the 2023-24 Town/County Tax Bill. In my opinion a clerical error occurred.

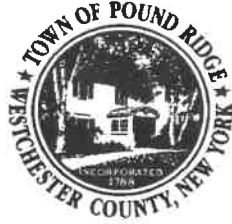
It is therefore my recommendation that the application be approved pursuant to RPTL Section 550.7 (a).

Sincerely,

Victor L. Mallison
Executive Director
Westchester Tax Commission

Town of Pound Ridge

Tel.: 914-764-5511
Fax: 914-764-0102



To: Town Board

From: Melissa Farella

Date: June 8th, 2023

Re: Rental of Light Towers

I respectfully request the approval to rent 5 Tower Lights for the 4th of July fireworks event.

We would like to move forward with renting from Durante Rentals, LLC for \$1,682.68 which came in as a lower quote than United Rentals at \$2,737.36.

Please see quotes attached.

Respectfully,

Melissa Farella
Recreation Leader

Durante Rentals - Carmel

81 COMMERCE DR.
CARMEL, NY 10512
www.duranterentals.com

845-456-6969 Phone



Status: Quote

Quote #: q153764-11

Quote To: Fri 6/30/2023 11:30AM

Operator: Allison Sant

Customer #: 47710

POUND RIDGE TOWN PARK
WESTCHESTER AVE
POUND RIDGE, NY 10576

Phone 914-764-5210

Job No: LIGHT TOWERS

Ordered By: M. FARELLA

Sales Rep: Allison Sant 845-456-6969 asant@duranterentals.com

Qty	Key	Items	Ser#	Status	Quote Date	Price
5	3005	LIGHT TOWER 4000W COMPACT 1day \$181.00 1week \$392.00 4weeks \$693.00 Unit # _____ Hrs: _____ Fuel: _____		Rental	Fri 6/30/2023 5:00PM	\$905.00
2	J FLAT-ORANGE-11	FLATBED-ORANGE ZONE		Delivery		\$458.00
2	FLTORFUELSUR-11	FLATBED-ORANGE ZONE - FUEL SURCHARGE		Retail		\$35.80

Delivery Fri 6/30/2023 11:30AM

M. FARELLA 914-764-5210
POUND RIDGE TOWN PARK
WESTCHESTER AVE.
POUND RIDGE, NY 10576

THIS IS FOR THE FIREWORK CELEBRATION ON JULY 1ST.

CONTACT: M. FARELLA
914-764-5210

CROSS X: 137

Quote valid for 10 days.

\$825.00 Required Deposit Not Met

Quote

- There are no oral or other representations not included herein. I agree to all terms of this agreement including, without limitation, the terms and conditions set forth on the reverse side and any terms listed on the website ([HTTPS://DURANTERENTALS.COM/DOWNLOAD-RENTAL-FORMS/](https://duranterentals.com/download-rental-forms/)).
- I agree that customer is responsible for proper insurance coverage and for the repair of damage caused not in the ordinary course of use or due to carelessness, recklessness, intentional or unintentional neglect, vandalism, or theft. I further acknowledge and agree that if customer elects the Equipment Protection Plan ("EPP") offered by Durante Rentals, customer shall remain liable for all damages in excess of \$5,000.
- By signing below, I am authorizing Durante Rentals to charge customer's credit card or account for any and all applicable fees and costs incurred by customer, including, without limitation, all deposits, deliveries, sales, rentals, repairs, fuel, EPP, lost or damaged equipment and related costs incurred.

IMPORTANT PLEASE READ:

All equipment shall remain rented, and rental charges will continue to accrue, until the customer calls the equipment off-rent. It is solely the responsibility of customer to call off each piece of equipment rented. Equipment must be returned free of all contamination and hazardous substances (including, without limitation, dirt, dust, paint, soot, overspray, asphalt and concrete) or a cleaning charge will apply.

Signature: _____

POUND RIDGE TOWN PARK

Rental:	\$905.00
EPP:	\$135.75
Sales:	\$35.80
Trucking Charge:	\$458.00
Subtotal:	\$1,534.55
Enviro Fee:	\$18.10
WESTCHESTER COUNTY:	\$130.03
Total:	\$1,682.68
Paid:	\$0.00
Amount Due:	\$1,682.68

Melissa Farella

From: Durante Rentals, LLC (Allison Sant) <customers@duranterentals.com>
Sent: Wednesday, June 7, 2023 2:29 PM
To: Melissa Farella
Cc: ASANT@DURANTERENTALS.COM
Subject: Quote q153764 - 6/7/2023 (POUND RIDGE RECREATION & PARKS)
Attachments: Contract q153764.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi M. FARELLA,

Thank you for requesting a quote for your next rental. Attached is Quote # q153764 for your consideration. Due to the holiday, we are very limited with the number of light towers, please let me know as soon as possible, to ensure that we have the equipment available for your requested delivery time or in-store pick-up, please do not delay in responding with approval.

Please follow the eSign link at the end of the email to sign your quote. Once we receive confirmation of the order, we will move forward with creating your reservation.

We look forward to working with you

Best regards,

Allison Sant
Durate Rentals - Carmel
8454566969
asant@duranterentals.com

6 items in your cart

Please complete your reservation

Reservation 6 items

Add Jobsite Preferences



Cat Class: 320-4000

Towable Light Tower with 6kW Generator, 4,200W, 30 ft. Vertical Mast, Diesel Powered

QTY: 6 at ~ \$332 each

Duration: 06/30/2023 - 07/03/2023

[Edit](#) [Delete](#)

JOBSITE

[+ Add a jobsite address & contact](#)

RECEIVE

Jun 30, 2023

RETURN

Jul 3, 2023

Estimated Cost (6 item)

\$2,737.36

Sign in to access jobsites, contract rates, and payment information.

Federal, State or Local government customers must sign in to avoid paying tax and extra fees.

To: Pound Ridge Town Board

From: Pound Ridge Conservation Board, Melinda Avellino, Chair

Date: June 9, 2023

Subject: Conservation Board 50th Anniversary Celebration Request Update

2023 marks the 50th Anniversary of the Conservation Board. To recognize 50 years of service to the Pound Ridge community, the Conservation Board is seeking to mark this occasion in two ways:

Library Exhibit

There will be an exhibit at the Library in the Shaffner Room starting this July 15th through September 9th, 2023 comprised of a photo gallery exhibit consisting of past photos use by the Conservation Board in other publications throughout the years and a full wall timeline of significant milestones of the Conservation Board's work and overall environmental achievements of the Town.

Cost:

Graphic Design	\$1,300
Gallery Printing	\$1,582
Banners	\$ 150
Other printing	\$ 50
Total	\$3,082

Celebration

In addition, the Conservation Board would like to host a gathering at the Library for current and former members of the Conservation Board, the Town Board as well as members of all of the other boards and commissions, and local non-profit board members to recognize those who have contributed to the preserving the natural beauty and resources of Pound Ridge over these many years.

Cost:

Food	\$1,254 (based on up to 80 people, can be reduced)
Beverage	\$ 515 (based on up to 80 people, can be reduced)
Total	\$1,769

We are seeking Town Board approval for the total cost of \$4,851, which would be funded from budget line 8090.400.

Thank you.



168 SAW MILL RIVER ROAD (RT. 9A)
 HAWTHORNE, NY 10532
 914-769-8484
 HOURS: MON-FRI 8:30-5:30
 GRAPHICS BY COLOR GROUP
 DBA: CGI GRAPHICS

INVOICE

INVOICE NO.

QKSALE
QKSALE

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MELINDA AVELINO
 POUND RIDGE CONSERVATION
 P 914-764-4270

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CUST. JOB NO: **POUND RIDG**

CGI JOB NO: **Q 409633**
 ORDERED BY:

JOB. DESC.: **MELINDA AVELINO**

DATE IN	TIME IN	CUSTOMER PO. NO.	S/R-WRIT. BY	TERMS	SHIPPED VIA	INVOICE DATE
06/07/23	13:58		HA KP	C. O. D.	MESSENGER	

PRODUCT NO.	DESCRIPTION	NO. DUPS	NO. ORIG.	UNIT PRICE 1ST	PRICE ADDITIONS	EXTENSION
01	PRINT 11 X 14 BIODEGRADABLE PRINTS + HARDWARE FOR HANG	3	1	45.00	E-ADD EXTENSION 45.00	135.00
02	PRINT 16 X 20 BIODEGRADABLE PRINTS + HANGING HARDWARE	7	1	50.00	50.00	350.00
03	PRINT 20 X 24 BIODEGRADABLE PRINTS + HANGING HARDWARE	6	1	58.00	58.00	348.00
04	PRINT 16 X16 BIODEGRADABLE PRINTS + HANGING HARDWARE	7	1	47.00	47.00	329.00
05	PRINT 3 X 7' BIODEGRADABLE BOARDS TIMELINE +HANGING HARDWARE +SUPPORT BAR TO PREVENT BOWING	2	1	210.00	210.00	420.00
GET IT DONE! ON TIME!						
SUB-TOTAL	DISCOUNT	TAX	DELIVERY	PAYMENTS	AMOUNT-DUE	1582.00
1582.00	.00		.00	.00		

SUBTOTAL	DISCOUNT	TAX	DELIVERY	PAYMENTS	AMOUNT DUE

LIMIT OF LIABILITY: Submitting any film, print, slide, negative or artwork to this firm for processing, printing or other handling constitutes an AGREEMENT by you that any damages or loss by our company, subsidiary, or agents even though due to the negligence or other fault of our company, subsidiary or agents, will only entitle you to replacement with a like amount of unexposed film and processing. Except for such replacement, the acceptance of the film, print, slide or negative is without other warranty or liability, and recovery for the incidental or consequential damages is excluded. Dyes used in color materials, like all other dyes may change over time. These products, therefore, will not be warranted against any change in color.

RECEIVED:

**Creative Services / Large Format Printing / Custom Color and B&W Prints /
 Scanning & Retouching / Finishing Services / Signage / Banners / Catalogs / Vehicle Wraps /
 Digital & Offset Printing / Trade Show Graphics / Mounting & Laminating**



BUDGET PROPOSAL

6/7/23

PROJECT: Graphics for “50 Years of Conservation” exhibit

CLIENT: Pound Ridge Conservation Board

PREPARED BY: Sonia Biancalani-Levethan, Fog Design

PROJECT SCOPE

Fog Design will design the following graphic elements

- Timeline
- Digital invite
- Light Pole Banner (optional)

1. RESEARCH

Initial meeting with the Client to discuss the projects and identify esthetics and goals

2. DESIGN

Fog design will provide 1 design directions for the first graphic element. Client will review it and provide feedback.

3. REVIEW AND REVISIONS

2 rounds of minor revisions (i.e.: light copy editing; minor layout/color changes) are included.

4. APPROVAL

The Client will be asked to sign off on each element after the last round of revisions. Changes requested after this approval will incur in additional fees.

5. IMPLEMENTATION

Fog design will send the approved digital files to the printer selected by the Client (timeline and light pole banners) and will send the digital file for the invite to the Conservation Board.

6. This estimate does not include material (such as substrate for timeline and banners) and printing costs.

BUDGET PROPOSAL

Timeline \$1,300

**20% nonprofit
discount applied**

Work starts upon receipt of 50% deposit and a signed contract. Any other section/service not outlined in this proposal is subject to additional fees, to be agreed upon in advance. This proposal is valid until 7/7/23.

POUND RIDGE
CONSERVATION
BOARD

50

Years of
Forward
Thinking

1973-2023

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Exhibition

July 15 to Sept 9
Pound Ridge Library

PROCLAMATION

WHEREAS, the Town of Pound Ridge ("the Town") always has been a leader in New York State ("the State") on environmental conservation; and

WHEREAS, in 1968 the Town Board, increasingly aware of the need to protect the natural resources and great beauty of the Town, created a Conservation Advisory Council ("CAC"), one of the first in the State, to concentrate on conservation issues including open space preservation, pollution control and the protection of our native flora and fauna; and

WHEREAS, in 1969 the Town Board, on the recommendation of the CAC, enacted a municipal Wetlands Ordinance, the first in the State; and

WHEREAS, in 1971 a Town Plan of Development was prepared which placed a high priority on conservation planning; and

WHEREAS, in 1971 §239-y of the State's General Municipal Law was enacted, authorizing the conversion of a CAC to a Conservation Board upon completion and adoption of an open space inventory; and

WHEREAS, on July 12, 1973, by Resolution, the Town Board approved an Open Space Index and Map prepared by the Town's CAC and redesignated the CAC as a Conservation Board, acknowledging the necessity to protect green space; and

WHEREAS, for the past 50 years the Conservation Board has encouraged the conservation and preservation of the Town's natural resources by acting to minimize harm to the environment; has educated both the community and, as an advisory board, governing and land-use boards such as the Town Board, the Planning Board and the Zoning Board of Appeals, as to the importance of conservation and preservation; and has helped to protect our fragile ecosystem through an understanding of the unique character of our land and water, its importance to the richness of our lives and to the health of our environment, and the need for robust management and stewardship of these precious resources.

NOW THEREFORE, we, the Town Board of Pound Ridge, do hereby proclaim July 17th through July 23rd, 2023 as Conservation Board Week in Pound Ridge and encourage all to show their appreciation and support for the past, present and future efforts of our Conservation Board to conserve and preserve our natural resources.

From: [Gayle](#)
To: [Nicole Engel](#)
Cc: [Nicole Shaffer](#)
Subject: For the Board regarding meeting Tuesday by PREAC
Date: Wednesday, June 7, 2023 5:31:04 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Nicole,

The Pound Ridge Energy Action Committee would like to seek approval from the Town Board to apply for the following state grant to help improve our recreational trail system:

The Environmental Protection Fund Grant Program for Parks, Preservation and Heritage (EPF) offers up to \$26 million in matching grants for the acquisition, planning, development, and improvement of parks, historic properties listed on the National or State Registers of Historic Places and heritage areas identified in approved plans for statutorily designated Heritage Areas. Funds are available to municipalities or not-for-profits with an ownership interest. The maximum award is \$500,000. If the total project cost is greater than \$4 million, up to \$750,000 may be requested.

The Recreational Trails Program (RTP) offers up to \$1.9 million in matching grants for the acquisition, development, rehabilitation and maintenance of trails and trail-related projects. Funds are available to non-profit corporations and municipalities. Funded projects must further a specific goal of the Statewide Comprehensive Outdoor Recreation Plan (SCORP), the Statewide Trails Plan or a local plan, and must be accessible to the public. Source of funds: Federal Highway Administration (FHWA). The minimum grant award for restoration, development and property acquisition projects is \$25,000. The minimum equipment purchase-only award is \$5,000. All grant awards are capped at \$250,000.

We are requesting to allocate \$312,500 for trail enhancements. Up to \$250,000 of which would be reimbursable through the grant. More information about the grant can be found at:

<https://parks.ny.gov/grants/recreational-trails/default.aspx>, as well as the attached grant guide:

[Link](#)

Best,
Gayle

From: [Nicole Engel](#)
To: [Nicole Engel](#)
Cc: [Nicole Engel](#)
Subject: FW: the Clock
Date: Monday, June 5, 2023 3:52:01 PM

From: Lisa Fitz <LFitz@ginnel.com>
Sent: Monday, June 5, 2023 3:34:00 PM
To: Diane Briggs <dbriggs@townofpoundridge.com>; Kevin Hansan <supervisor@townofpoundridge.com>
Cc: vadiathan@gmail.com <vadiathan@gmail.com>; Colette Dow <dowcolette@gmail.com>; jennstreicher@gmail.com <jennstreicher@gmail.com>; Padawer, Joanne <JPadawer@houlihanlawrence.com>; Hillary Schilke <hksdvm@gmail.com>; Wendy Cummings <wendy1947@aol.com>; chris@hudsoncreativeproductions.com <chris@hudsoncreativeproductions.com>; lisamariemiller1962@gmail.com <lisamariemiller1962@gmail.com>
Subject: the Clock

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Diane + Kevin,

We hope this email finds you well.

I'm writing on behalf of the PRBA Board of Directors (CC'd on this email) to ask if the Town of PR will please consider taking over the electric bill to maintain the clock tower in town? The cost is \$25-\$30 per month. Although it seems minimal, the PRBA operates on a very lean budget, so the funds would be much better allocated in running town events.

Last time we inquired about the Holiday decorations, we sent the email to the entire town Board but were directed to you specifically, Diane, hence this email directly to you (and Kevin). Please advise if we need to direct this differently and what the proper protocol is to have the town budget include the clock's electric fee.

Thank you!

Sincerely,

The Board for the PRBA

Lisa Miller

Jonathan Looper

Jenn Streicher

Wendy Cummings

Hillary Schilke

Joanne Padawar



POUND RIDGE BUSINESS AS
Account Number: 1001-2645-452
Statement Date: September 02, 2020
Amount Due: \$19.87

Service Address: NEAR 69 WESTCHESTER AVE CLOCK TWR, POUND RIDGE NY 10576
Next Scheduled Read Date: On or about September 28, 2020

Page 1 of 5

Consolidated Account Summary

Previous invoice	\$19.23
Payments received as of 09/01/20	-19.23
Balance forward	0.00
NYSEG energy charges	19.41
DIRECT ENERGY SERVICES LLC Chgs	0.46
Payment due upon receipt.	\$19.87

Commercial
 See details beginning on page 3
 See messages on page 2

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

Think of the minutes, money and natural resources you'll save by doing business online or by phone 24/7.

- Visit nyseg.com to:
- View and pay your bill online
 - Submit and view meter readings
 - Enroll and manage budget billing
 - Enroll in Autopay

Call our self-service line at 1.800.600.2275 for billing information, provide a meter reading and to pay by phone.

Add \$1, \$2, or \$5 to your payment to make a tax-deductible donation to NYSEG and RG&E Project SHARE Heating Fund. Learn more at nyseg.com.

Please return bottom portion with your payment. Make checks payable to NYSEG.



NYSEG
 P.O. BOX 847812
 BOSTON, MA 02284-7812

AV 01 008088 59316B 42 A**50GT

POUND RIDGE BUSINESS AS
 TOWN CLOCK TOWER
 PO BOX 268
 POUND RIDGE NY 10576-0268

Account Number:	10012645452
Late Fee After:	09/25/20
Due Upon Receipt:	\$19.87
Amount Paid:	\$

Please do not write below this line.

101001264545200000019870000001987

	Kevin	Les	Ali	Carla	Dan	Diane	Other
Boards & Commissions							
Audit Bills				X			
Board of Assessment Review							N/A
Board of Ethics							N/A
Conservation Board				X			
Drug Abuse Prevention Council		X					
Economic Development Committee						X	
Energy Action Committee				X			
Housing Board					X		
Human Rights Advisory Committee			X				
Landmarks & Historic District					X		
OEM	X						
Old Pound Road Committee	X						
Open Space					X		
Planning Board				X			
Police Department	X						
Recreation Commission						X	
Water Control Commission		X					
Zoning Board of Appeals					X		
Other							
BCSDNY	X						
East of Hudson Watershed		X					
Environmental Initiatives Advisors							Elyse/Bill Harding
Fire District	X						
Insurance							Harvey Dann
Library Board	X						
New Dawn					X		
Westchester County Shared Services	X						
Sustainable Westchester				X			
WEMS							Tom Mulcahy
Wireless Communication						X	
Water Wastewater Task Force			X				