

**Town of Pound Ridge Highway Dept.**

**MEMO**

**Date: November 6, 2023**

**To: Town Board**

**From: Highway Dept.**

**Members of the Board,**

**This memo is to get your permission to sell the following surplus town equipment on Auctions International: 1 highway truck, 1 old roller, 3 old tires, 1 Bldg. dept. SUV, 1 Smithco machine and some small other items. I also request that any profit from Highway Equipment sold, go to Highway fund Balance for the purchase of equipment at a later date.**

**Thanks, Vinnie Duffield**

**Highway Supt.**

**THIS INTERMUNICIPAL AGREEMENT** (the “Agreement”), made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County",)

and

**POUND RIDGE POLICE DEPT.**, a municipal corporation of the State of New York, having an office and place of business at 177 Westchester Avenue, Pound Ridge, NY 10576 (hereinafter referred to as the "Municipality").

(The “County” and “Municipality” are referred to collectively as the “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, pursuant to Local Law No. 13-2020 adopted by the County Board of Legislators on September 14, 2020, the Parties entered into an intermunicipal agreement for police mutual aid pursuant to the Mutual Aid and Rapid Response Plan (the “Plan”); and

**WHEREAS**, the County operates public safety radio communication systems for the County Department of Public Safety (“DPS”), the Department of Emergency Services (“DES”), and the Department of Public Works and Transportation (“DPWT”) Bee-Line transit operations, as well as for the communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions (the “County Radio Systems”); and

**WHEREAS**, the Municipality is in need of mobile radios for its municipal police vehicles programmed with radio communication systems that will allow it to communicate with the County, law enforcement, fire, EMS and other first responders for mutual aid purposes; and

**WHEREAS**, the County wishes to furnish the mobiles radios to the Municipality for

installation in its municipal police vehicles, and the Municipality wishes to accept the mobile radios according to the terms set forth herein.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the Parties agree as follows:

**ARTICLE I**

**DISTRIBUTION, INSTALLATION AND PROGRAMMING OF THE MOBILE  
SUBSCRIBER RADIOS**

**Section 1.1.** The County, acting through the Westchester County Commissioner of Department of Public Safety or his designee, (the “Commissioner”), shall furnish the Municipality with mobile radios, including hardware, supplies, cabling, antennas, microphones and accessories as described in Schedule “A” (the “Subscriber Equipment”), for the Municipality to install, at its sole cost and expense, in its municipally-owned police vehicles according to the terms set forth in this Agreement. Schedule “A” is also referred herein to as the “Subscriber Equipment List.”

**Section 1.2.** The County or its vendor shall distribute the Subscriber Equipment to the Municipality. The Municipality shall pick-up the Subscriber Equipment at the date, time and place designated by the County for pick-up. The Municipality shall sign for and acknowledge receipt of the Subscriber Equipment by executing a written receipt for same, which shall be on a form prepared by the County and include the recipient, quantity, make, model and serial number of each item of Subscriber Equipment. The Parties further agree that Schedule “A” shall be updated to reflect the information in the receipt, as well as the vehicle identification number for each police vehicle the Municipality installs a mobile radio. The County shall provide a copy of the updated Schedule “A” to the Municipality, and, upon the Municipality’s receipt of the updated Schedule “A”, it shall be deemed a part of this Agreement.

**Section 1.3.** The Municipality acknowledges that the distribution of Subscriber Equipment is subject to the availability of funding. It shall be within the County's sole and complete discretion as to how much and what type of Subscriber Equipment to distribute to the Municipality.

**Section 1.4.** The Municipality shall be responsible for installing the Subscriber Equipment into the municipal police vehicles as set forth in Schedule "A" at its sole cost and expense. The Municipality shall complete the installation within 180 days of receiving the allocated Subscriber Equipment, which time period may be extended by written consent of the Commissioner. Upon installation of the Subscriber Equipment, the Municipality shall notify the County of the vehicle identification number for the police vehicle the Subscriber Equipment was installed into. If the Municipality fails to install the Subscriber Equipment within such time period, it shall immediately return the Subscriber Equipment to the County upon the County's request and/or the County shall have the right to repossess the Subscriber Equipment with no fine, penalty or prosecution for such repossession.

**Section 1.5.** The County will provide the Subscriber Equipment, as well as the initial radio programming services, at no charge to the Municipality. The initial radio programming of the Subscriber Equipment shall be in the sole discretion of the County (the "Original Programming Template"). The Original Programming Template may include (a) the County designated channels on the County Radio Systems to enable access to countywide law enforcement interoperability channels, local fire and EMS channels, and national interoperability channels, for mutual aid purposes, and (b) the local radio communication systems of the municipalities who participate in the Plan, for the police and the County to communicate with each other, as well as with fire, EMS and other first responders for mutual aid purposes. The Original Programming Template, as well as the channels and systems included therein, shall be in the sole discretion of the County.

## **ARTICLE II**

### **TERMS OF USE OF THE SUBSCRIBER EQUIPMENT AND THE COUNTY RADIO SYSTEM**

**Section 2.1.** The Municipality agrees that the Subscriber Equipment, as well as all of the radio communication systems programmed into the Subscriber Equipment, shall be used only for mutual aid events and public safety communication.

The Municipality acknowledges that the Subscriber Equipment is not intended to replace the existing local law enforcement radios used for day-to-day operations, and the Municipality is encouraged to keep its existing local law enforcement radios for its municipal police vehicles.

**Section 2.2.** The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Radio Systems in accordance with the terms of this Agreement. The County shall retain control and responsibility for the County Radio Systems.

**Section 2.3.** The Municipality hereby grants to the County and the municipalities who participate in the Plan, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality's radio communication system in for purposes of mutual aid. The Municipality shall retain control and responsibility for its radio communication system.

**Section 2.4.** The Parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

**Section 2.5.** Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

**Section 2.6.** The Municipality shall be responsible for the installation, operation, maintenance, repair, reprogramming, and use of the Subscriber Equipment, including all costs and expense associated thereto.

**Section 2.7.** The Municipality shall, at its sole cost and expense, maintain the Subscriber Equipment in good working order and condition, and shall be responsible for the repair or replacement of the Subscriber Equipment if damaged following the Subscriber Equipment warranty period, if any.

**Section 2.8.** The Municipality may reprogram the Subscriber Equipment for public safety purposes at its sole cost and expense, subject to receiving the prior written approval of the County, which approval shall be in the County's sole discretion. The Original Programming Template shall not be altered. If the Municipality wishes to add additional frequencies, they can be added as an additional zone with the prior written approval of the County, which approval shall be in the County's sole discretion. The Municipality acknowledges and agrees that the reprogramming of the Subscriber Equipment for any reason may only be performed by using a vendor who is authorized in writing by the County as an Authorized Vendor and at the sole cost and expense of the Municipality. Upon request, the County will provide the Municipality with a list of Authorized Vendors.

**Section 2.9.** The County has established mandatory user guidelines and operating procedures for all users of the County Radio Systems, which the County may change and update from time to time ("User Guidelines"). The Municipality agrees to abide by the User Guidelines. If the Municipality fails to abide by the User Guidelines, the Municipality acknowledges and agrees that the County may immediately disconnect, suspend or terminate the Municipality's use of the County Radio Systems. A copy of the User Guidelines will be supplied to the Municipality upon its request.

**Section 2.10.** The County will assign alias for the Subscriber Equipment for the Municipality to use when utilizing the Subscriber Equipment on the County Radio Systems.

**Section 2.11.** The Municipality shall be responsible for its use of the County Radio Systems and local radio communication systems, including all costs and expense associated thereto.

**Section 2.12.** The Municipality shall not add any new subscriber equipment to the County Radio Systems, modify the Subscriber Equipment or the County Radios Systems, or reassign the location or unit assignment of the Subscriber Equipment, without the prior written consent of the County. Once approved, all of the terms of this Agreement shall apply to such new subscriber equipment, modification or reassignment.

**Section 2.13.** The Municipality shall ensure that only qualified persons with appropriate training utilize the Subscriber Equipment. The Municipality shall ensure that all qualified persons comply with all applicable laws, rules and regulations, including, those promulgated by the FCC, when utilizing the Subscriber Equipment. The Municipality shall participate in any testing and training on the Subscriber Equipment that may be required by the County.

**Section 2.14.** The Municipality shall maintain custody and control of the Subscriber Equipment and shall not transfer custody and control of the Subscriber Equipment.

**Section 2.15.** The County Radio Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Radio Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Radio Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Radio Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Radio Systems are made available to users, each user will have access to the County Radio Systems, in their then-current form. The County in its sole discretion may change the County Radio Systems as it deems necessary and proper.

**Section 2.16.** (i) The Parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. (“Agreement IT- 1559”) through which the County purchased the Subscriber Equipment. The Municipality acknowledges and understands that through this Agreement it is an Authorized User (as the term Authorized User is

defined in Agreement IT-1559) of the Subscriber Equipment. The Municipality agrees to use the Subscriber Equipment in a manner that does not violate the terms of Agreement IT-1559.

(ii) The Municipality may use the Software (as defined in Agreement IT-1559) for Subscriber Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

(iii) The Municipality will take reasonable efforts to ensure it and any third party under the Municipality's direction or control will not (a) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (b) modify, adapt, create derivative works of, or merge the Software; (c) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (d) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (e) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (f) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

(iv) Unless authorized by the County in writing, the Municipality will take reasonable effort to ensure it, and any third party under its direction or control will not (i) install licensed copies of the Software installed in one unit of a Designated Product (as defined in Agreement IT-1559) into a device for which the Software was not authorized for use.

**Section 2.17.** The Municipality agrees:

A. that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

B. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of Section 2.16 (A) above and to bear all other costs and expenses related thereto; and

C. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

**Section 2.18.** The Municipality understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Subscriber Equipment upon notice to the Municipality. In the event the County notifies the Municipality of such a reissuance, the Municipality will promptly return possession of the Subscriber Equipment to the County as directed by the Commissioner. The Municipality agrees to relinquish any claim in law or equity it may have concerning the Subscriber Equipment in the event of Subscriber Equipment redeployment or reissuance.

**Section 2.19.** The Municipality will allow the County to conduct periodic visits for the purposes of inspection of the Subscriber Equipment.

**Section 2.20.** Notwithstanding anything herein to the contrary, the provisions of this ARTICLE II shall survive termination or expiration of this Agreement.

### **ARTICLE III**

#### **TERM AND TERMINATION**

**Section 3.1.** The term of this Agreement shall commence on January 1, 2024 and expire five (5) years thereafter, unless sooner terminated.

**Section 3.2.** In the event the Municipality defaults in the performance of any term, condition or covenant herein contained and does not cure such default to the County's satisfaction within forty-eight (48) hours of written notice thereof from the County, the County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the Municipality. Repeated breaches by the Municipality of its duties or obligations under this Agreement shall be deemed a default justifying termination for cause hereunder without the right to further opportunity to cure.

**Section 3.3.** The County on thirty (30) days notice to the Municipality may terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 3.4.** The Municipality on thirty (30) days' notice to the County terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 3.5.** Upon termination, all right of the Municipality to use the County Radio Systems shall cease and terminate, and the Municipality shall take all steps to disconnect the Subscriber Equipment from the County Radio Systems and promptly return the Subscriber Equipment to the County.

### **ARTICLE IV**

#### **MISCELLANEOUS**

**Section 4.1.** The Municipality shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the County is void.

**Section 4.2.** The Municipality shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, orders, codes, requirements and Executive Orders and obtain, at its own expense, all approvals, applicable to its performance under this Agreement.

**Section 4.3.** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

**Section 4.4.** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 4.5.** Nothing contained herein shall create a special relationship between the Parties. In addition, nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees or any other arrangement that would impose liability upon one Party for the act or failure to act on the other Party. The Municipality shall not use any logo of the County.

**Section 4.6.** Failure by either Party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

**Section 4.7.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

**Section 4.8.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:  
Commissioner/Sheriff  
Department of Public Safety  
1 Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:  
County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

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**Section 4.9.** This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**Section 4.10.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

**Section 4.11.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.12.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.  
Signature Pages to Follow.]

**IN WITNESS WHEREOF**, the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Terrence Raynor  
Acting Commissioner/Sheriff  
Department of Public Safety

**MUNICIPALITY**

By: \_\_\_\_\_  
(Name and Title)

Authorized by the Municipality on \_\_\_\_\_.

Authorized by Act No. 2023-210 adopted by the Board of Legislators of the County of Westchester on the 2nd day of October, 2023.

Approved:

\_\_\_\_\_  
Associate County Attorney  
The County of Westchester  
k: noe/dps/IMA re Mobile Radios for Local Police Vehicles



**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village  
Law, Town Law, General Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

\_\_\_\_\_  
Notary Public County

**SCHEDULE "A"**

**SUBSCRIBER EQUIPMENT LIST**

Subscriber Equipment Description	Serial Number	Police Vehicle Identification Number	Alias
EXAMPLE			
Motorola APX8500	681CUD1621		Car2021

# Memo

To: Town Board  
From: Drifa Segal  
Date: 11/1/2023  
Re: Catalis Tax Software

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I am respectfully requesting approval to move from the KVS tax software to the Catalis tax software.

Attached please find the Catalis contract.



**MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT  
(Software as a Service)**

between

**Catalis Tax and CAMA, Inc.**

**(“Licensor”)**

having its principal place of business at:

3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005

and

**Town of Pound Ridge Tax Receiver**

**(“Customer”)**

having its principal address at:

179 Westchester Ave  
Pound Ridge, NY 10576

THIS MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT (the “*Agreement*”) is dated effective as of the \_\_\_\_ day of November \_\_ 2023 (“*Effective Date*”) by and between Town of Pound Ridge, NY Tax Receiver (“*Customer*”) and Catalis Tax and CAMA, Inc. (“*Licensor*”). Customer and Licensor may each be referred to individually as a “*Party*” and together as the “*Parties*.” The Schedules to this Agreement are attached or incorporated by reference.

## 1. DEFINITIONS.

The following definitions shall apply in this Agreement:

- 1.1. *Confidential Information.* All information disclosed by a party (“*Discloser*”) to the other party (“*Recipient*”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Catalis Confidential Information includes the Software and associated services; and Confidential Information of each party includes the terms and conditions of this Agreement and all schedules (including pricing) in an Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.
- 1.2. *Customer Data.* All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Catalis Deliverables.
- 1.3. *Customer Materials.* All materials supplied by Customer in connection with this Agreement.
- 1.4. *Deliverables.* Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Catalis (“*Catalis Deliverables*”) or Deliverables required from Customer (“*Customer Deliverables*”).
- 1.5. *Documentation.* The written description of the functions and use of the Software.
- 1.6. *Error.* (i) any error or defect resulting from an incorrect functioning of Software caused by the Software’s failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.
- 1.7. *Functional Specifications.* The functions and/or criteria for the Software described as documentation related to the Software or as described in an Order Form.
- 1.8. *Intellectual Property.* All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.
- 1.9. *New Product.* Any change or addition to Software, Services and/or related documentation that: (i) has a value or utility separate from the use of the Software, Services and documentation; (ii) may be priced and offered separately from the Software, Services and documentation; and (iii) is not made available to Catalis’ customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Catalis shall be final, binding, and conclusive.
- 1.10. *Statement of Work.* The schedule or addendum to an Order Form that provides the written description and specifications for the services to be provided by Catalis to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.
- 1.11. *Software.* The Catalis software supplied by Catalis pursuant to this Agreement as described in an Order Form. The term “*Software*” does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Catalis of the additional fees and under additional terms and conditions, if required by Catalis.
- 1.12. *Software Acceptance Date.* The date of acceptance of the Catalis Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.
- 1.13. *Taxes.* All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

- 1.14. *Test Validation Criteria.* The acceptance criteria for the Catalis Deliverables pursuant to the normal implementation methodology applied by Catalis, or as agreed by the Parties in the Statement of Work.
- 1.15. *Warranty Period.* The thirty (30) day period commencing on the installation of the Software

## **2. SUBSCRIPTION LICENSE.**

- 2.1. *License.* Catalis grants the Customer a license to access and use the Catalis Software and Catalis Deliverables described in an Order Form during the Term of this Agreement and in accordance with the terms and conditions of this Agreement (the “Services”). As part of the subscription by Customer, Catalis will perform the services described in this Agreement.
- 2.2. *Scope of License Limited.* The right of Customer to use the Software and associated documentation is for Customer’s internal use only and limited to the field of use described in an Order Form. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Catalis in advance and in writing. Only Customer’s employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.
- 2.3. *Additional Services.* Customer may subscribe to additional Services in a subsequent Order Form.
- 2.4. *Restrictions.* Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Catalis Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

## **3. FEES, INSTALLATION CHARGES, AND TAXES.**

- 3.1. *Subscription Fees.* The subscription fees for the Services are set forth on the Order Form. Subsequent orders shall be at the fees in effect at the time of receipt by Catalis of any subsequent Order Form which identifies additional software to be included under this Agreement. Catalis will give notice to Customer of any fee increases for a 3 year renewal term after the Initial Term as defined below.
- 3.2. *Configuration, Installation and Services Fees.* Customer shall also pay for configuration and installation of Services and any other services required under this Agreement or requested by Customer as described in this Agreement at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.
- 3.3. *Taxes.* Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Catalis) and other fees or assessments incurred as a result of the use of the Software by Customer.
- 3.4. *Currency.* All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

## **4. DELIVERY AND ACCEPTANCE.**

- 4.1. *Delivery, Testing and Installation.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including any specified delivery schedule. Testing of Catalis Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer. Within thirty (30) days following completion of testing of the Catalis Deliverables, Catalis shall install the Catalis Deliverables at the hosting facility for acceptance testing.
- 4.2. *Acceptance.* Within ten (10) days following completion of User Acceptance Test (UAT), Customer shall either: (i) accept the Catalis Deliverables in writing; or (ii) reject the Catalis Deliverables and provide Catalis with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Catalis will correct any Error and redeliver the Catalis Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Catalis Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Catalis Deliverables.

## **5. PAYMENT.**

- 5.1. *Fees for Initial and Renewal Subscription Services.* Payment of Software subscription fees, installation fees, and other fees on the Order Form will be made as provided in the Order Form. All Fees will be billed monthly and are due thirty (30) days after the date of the invoice. Unless Catalis provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of three percent (3%) or the increase in the CPI for the prior calendar year. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982–84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.
- 5.2. *Fees for Subsequent Software Subscription.* Payment of subscription fees, installation fees, and other fees to Catalis will be as specified on any subsequent Order Form.
- 5.3. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Catalis (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Catalis.
- 5.4. *Failure of Payment.* In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

## **6. WARRANTY, EXCLUSIONS, AND DISCLAIMER.**

- 6.1. *Services Warranty.* Catalis warrants that the Services shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Catalis' sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Catalis during the Warranty Period.
- 6.2. *Warranty Exclusions.* The foregoing warranties do not apply to any (i) damage arising from any cause beyond Catalis' reasonable control, including improper operation or use or misuse of Software by Customer, (ii) Errors caused by software or hardware not supplied by Catalis, or (iii) problems due to Customer's operating environment, including, without limitation, temperature, humidity, dust, or static charge.
- 6.3. **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, CATALIS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CATALIS LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

## **7. FUNCTIONAL SPECIFICATIONS.**

Customer understands that such Functional Specifications shall be defined in accordance with Catalis standard applications and that any application and/or communication and/or functions not currently supported by Catalis shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Catalis.

## **8. TRAINING.**

Catalis shall provide training in the operation and maintenance of the Services. The number of training days is described in the Order Form. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Catalis' then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Catalis' facilities.

## **9. RESTRICTIONS UPON DISCLOSURE OF CONFIDENTIAL INFORMATION.**

- 9.1. *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations

and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 9, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties) and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

- 9.2. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.
- 9.3. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

## **10. INTELLECTUAL PROPERTY INDEMNITY.**

- 10.1. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Catalis Deliverables infringe upon any Intellectual Property of such third party, Catalis will indemnify Customer with respect to such claims. Customer shall immediately notify Catalis of any such claim. The foregoing indemnity shall be ineffective if any of the Services have been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any person other than Catalis). Catalis will have no liability or obligation under this section 100 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software or Services with any component other than Catalis Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Catalis Intellectual Property created by any person other than Catalis. Catalis shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Catalis with all reasonable assistance in the defense of the same.
- 10.2. *Indemnification by Customer.* Customer will defend Catalis against any claim, demand, suit or proceeding made or brought against Catalis by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Catalis"), and Customer will indemnify Catalis from any damages, attorney fees, and costs finally awarded against Catalis as a result of, or for any amounts paid by Catalis under a settlement approved by Customer in writing of, a Claim Against Catalis, provided Catalis (i) promptly gives Customer written notice of the Claim Against Catalis, (ii) gives Customer sole control of the defense and settlement of the Claim Against Catalis (except that Customer may not settle any Claim Against Catalis unless it unconditionally releases Catalis of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.
- 10.3. *Remedy.* In the event of a third party claim that the Catalis Deliverables infringe the intellectual property rights of a third party, Catalis shall have the right, as Customer's sole and exclusive remedy against Catalis, at Catalis' sole election, to: (i) modify the allegedly infringing Catalis Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Catalis.

## **11. RIGHTS IN SOFTWARE, DATA AND MATERIALS.**

- 11.1. *Catalis Ownership.* As between Catalis and Customer, Catalis shall be the sole owner of all right, title, and interest in and to the Software, Services, all Catalis Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Catalis, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer

may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Catalis any and all moral rights Customer may have in and to such Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Catalis, execute any and all documentation necessary to formally transfer such rights to Catalis. Customer shall promptly notify Catalis in writing if it becomes aware of any violation, infringement, or unfair competition related to the Catalis Intellectual Property. Customer agrees to allow Catalis full access to all relevant hardware, software, and material to determine compliance.

- 11.2. *Customer Ownership.* As between Catalis and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Catalis hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Catalis may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Catalis further hereby irrevocably transfers and assigns to Customer any and all moral rights Catalis may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Catalis shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

## 12. SUPPORT AND MAINTENANCE SERVICES.

- 12.1. *Scope and Definitions.* Catalis shall provide maintenance and support services reasonably necessary to ensure that the Services operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 12.

12.1.1. Critical Defect. An Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.

12.1.2. Non-Critical Defect. A defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.

12.1.3. Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Catalis Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Catalis about defects or problems. It is not a substitute for training of personnel by Customer.

12.1.4. Basic Maintenance Period. The Basic Maintenance Period is from Monday through Friday of each week, Eastern Time), except on the following recognized holidays (“Holidays”): New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples’ Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Hours of operation are as set forth in the Order Form.

- 12.2. *Covered Maintenance.*

12.2.1. General. Maintenance services and telephone support will be performed by Catalis during the Basic Maintenance Period. Maintenance services do not include Customer’s costs necessary to access the Services.

12.2.2. Upgrades. Customer will receive all updated, patches and enhancements to the Services (except any New Product), including all related update releases and associated documentation.

12.2.3. Online Support and Telephone. Telephone support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Catalis may choose to request a copy of the client database to load in Catalis’ offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

12.2.4. Exclusions. Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Services by Customer; (ii) modifications, repairs, or additions to the Services performed by persons other than Catalis, or damage to Services by Customer’s employees or third persons; or (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Catalis’ then current billable call maintenance rates in effect.

12.2.5. **Billable Call Maintenance.** Any maintenance service or related service or training other than covered maintenance services will be charged at Catalis' then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Catalis.

### **13. SUBSCRIPTION TERM, TERMINATION AND EXPIRATION.**

- 13.1. *Term; Renewal.* The initial term ("Initial Term") of this Agreement is specified in the Order form and shall commence on the Effective Date. The term of this Agreement shall automatically renew for the same period as the Initial Term unless either Party gives the other Party not less than one-hundred and eighty (180) days prior to the conclusion of the then current term of Agreement of its decision to not allow the Agreement to renew.
- 13.2. *Termination for Breach.* In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.
- 13.3. *Termination for Non-payment.* Catalis may terminate Customer's subscription to the Catalis Deliverables for Customer's non-payment of any fees due to Catalis if Customer does not cure any such default within ten (10) days after notice is given to Customer.
- 13.4. *Effect of Termination.* Upon termination or expiration of the Agreement, Customer shall discontinue all use of the Services and shall immediately return to Catalis all copies of the Software and Catalis Deliverables and all other materials which contain any Confidential Information of Catalis in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Catalis shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Catalis Deliverables, documentation and any other Confidential Information of Catalis. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Catalis, by an executive officer of Customer, that all copies of the Software, Catalis Deliverables and all documentation and any other materials required to be returned to Catalis or to be deleted have been returned or deleted as appropriate.
- 13.5. *Customer Data Portability and Deletion.* Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Catalis will make Customer Data available to Customer. After such 30-day period, Catalis will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Catalis systems or otherwise in Catalis possession or control, unless legally prohibited.

### **14. EXCUSABLE DELAYS.**

Notwithstanding any other term or provision of this Agreement, Catalis shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Catalis, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

### **15. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL CATALIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO CATALIS DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

### **16. LIMITATION ON DAMAGES.**

NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

## 17. ALLOCATION OF RISKS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY CATALIS SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

## 18. MISCELLANEOUS PROVISIONS.

- 18.1. *ARBITRATION.* UPON THE DEMAND OF EITHER PARTY (UNLESS PROHIBITED BY APPLICABLE LAW), ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF CATALIS' RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.
- 18.2. *Binding upon Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- 18.3. *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.
- 18.4. *Entire Agreement.* This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.
- 18.5. *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.
- 18.6. *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 18.6.
- 18.7. *Choice of Law; Construction of Agreement.* This Agreement will be construed under the laws of the State of Delaware, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.
- 18.8. *Further Assurances; Cooperation.* Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.
- 18.9. *Non-Solicitation.* For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Catalis who has been directly or indirectly involved in the development, licensing, installation, or support of any Catalis software product.
- 18.10. *Independent Contractor Status.* It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate

the other Party in any capacity. Catalis shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Catalis.

- 18.11. *Publicity.* Catalis may list Customer as a user of the Services on its website, in press releases and in other promotional materials after the acceptance of the Services. The Parties will cooperate to produce case studies or testimonials or other public announcements relating to the subject matter of this agreement and the relationship between the Parties and the Parties will not unreasonably withhold or delay their consent.
- 18.12. *No Third-Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.
- 18.13. *Survival.* The provisions of sections 9 through 11 and sections 14 through 18 shall survive the expiration or termination of this Agreement.
- 18.14. *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a “Proceeding”), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party’s fees and costs, including, without limitation, attorneys’ fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.
- 18.15. *Cooperative Procurement:* This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Catalis reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

*[Signature page to follow]*

*IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.*

**Town of Pound Ridge, NY Tax Receiver:**

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

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

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

Date: \_\_\_\_\_

**Catalis Tax and CAMA, Inc.:**

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

Name: Steven Ashbacher

Title: Executive Vice President

Date: \_\_\_\_\_

*[Signature Page to this Master Software Subscription and Services Agreement]*

## SCHEDULE A : Statement of Work

### 1. FUNCTIONAL SPECIFICATIONS.

**Overview:** All tax and lien collection years are accessible through the same interface. Payments from any collection may be batched together and batch reports are customizable.

#### Fast Parcel Lookup Capabilities

- By: Name, Parcel ID, Legal address, Street name, Bill number, Account
- Recent Parcel List and Current Collection List

#### Detailed Parcel View Screens

- Tax Summary List Including Each Collection in the Tax System
- Owner(s), Billing Owners, Third Party Owners, Legal Address
- Base Taxes, Districts, Exemptions, Due/Paid Amounts (Base/Fees/Penalty)
- Document Printing, Ad Hoc Notes, Attached Documents, Edit Log
- Bounce Payments and Add/Void Fees
- Word Mail Merge Integration (requires desktop Word)

#### Batch Processing of Tax Payments

- Bill Payment Entry Screen Enables Easy Payment Entry
- POS (Point of Sale) Bill Payment Feature Prints Receipts Automatically
- Batch Processing: Prevents Duplicate Payments, Customizable Batch Reporting

#### Reports/Printing

- Documents and Reports Share a Print Engine w/ Customizable Templates
- Auto-Generated PDFs
- Standard Reports for Delinquents, Payments, Bank Deposits, and Bounced Checks
- Custom Reports Module
- Extract to Excel and CSV
- Support for Custom Mailing Barcodes and Ordering (USPS)
- Consolidated Delinquent Account Notices

#### Other Features:

- Multi-Tiered Security Access
- Bulk TSO Processing
- Barcode/Scanline Support

#### Add-Ons

- Status Website Integration
- Email Documents and Online Registration
- Automated Lockbox
- General Ledger Extracts
- PRO-RATA Module
- Payment Plan Creation and Collection
- Abatement Module
- Owner Updates Directly from RPS or PAS
- Cashiering Application Integration with Fuller Support for Partial Payments
- Integrated Historical Database
- Customizable File Import Module (with Issue Logging)
- Transaction Module: ability to bounce payments made across multiple parcels, partial reversals, tools to move payments between collections and parcels
- Integrated Windows system service for processing Cashiering payments, Processing Payment Files (e.g. Lockbox)

**Web Tax Status:** Significantly reduce customer phone calls with online Web Tax Status. Customers can view their tax and lien collection status in summary and detail by seamlessly connecting through your municipality's website.

**Email Bills and Receipts:** Taxpayer-managed web-based registration for receiving tax bills and receipts (minimal Tax Office staff involvement required)

- Bulk email of bills/receipts/reminders from tax system
- On-demand emailing of single bill/receipt/reminder on request from Inquire screen

**SCHEDULE B : Pricing and Payment Schedule**

**1. XLCR SOFTWARE FEES.**

<b>One-Time License &amp; Installation Charges</b>	<b>\$15,000.00</b>
Software License	\$5,000.00
Installation & Training	\$2,500.00
Data Conversion	\$5,000.00
Email Bills & Receipts Module Implementation	\$2,500.00
Web Tax Status Module Implementation	<i>(Waived) \$2,500.00</i>
<b>Annual Recurring Charges</b>	<b>\$11,270.00</b>
XLCR	\$7,500.00
• Town Collection (\$2,500.00)	
• School Collection (\$2,500.00)	
• Lien Collection (\$2,500.00)	
Web Hosting: 2 users (\$660.00 per user)	\$1,320.00
Web Tax Payments	<i>Included</i>
Email Bills & Receipts Module Support	\$1,500.00
Web Tax Status Module Support	\$950.00

**Pricing Assumptions:**

- One-Time Charges listed above will be invoiced upon Effective Date.
- Annual Recurring Charges will be invoiced upon Software Acceptance, and each year thereafter.

## SCHEDULE C : Service Level Agreement

### 1. DESCRIPTION OF SERVICES

#### 1.1. *Support Services*

1.1.1. During the term of this Agreement, Licensor will provide the services described herein so as to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in the Schedule.

1.1.2. Licensor will make available to Customer a telephone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm EST, Monday through Friday, excluding Holidays. This service telephone line can also be used to notify Licensor of problems associated with the Software and related documentation.

#### 1.2. *Remedial Support*

Upon receipt by Licensor of notice from Customer through the Licensor Support Center of an error, defect, malfunction or nonconformity in the Software, Licensor shall respond as provided below:

##### 1.2.1. **Critical Defect:**

*Response:* Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours. Licensor will continue to provide best efforts to resolve Critical Defects and will provide problem resolution within five (5) business days of the reported issue.

##### 1.2.2. **Non-Critical Defect:**

*Response:* Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Non-Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours.

##### 1.2.3. **Feature Request:**

*Definition:* Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Licensor.

*Response:* Licensor will provide, as agreed by the parties via Change Order, a resolution for Feature Requests in future software releases.

#### 1.3. *Services*

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1.3.1. Bug fixes;

1.3.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;

1.3.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and

1.3.4. Performance enhancements to Software.

1.3.5. Updates do not include:

a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and

b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

#### 1.4. *Services Not Included*

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Change Order.

## 2. SERVICE LEVEL AGREEMENT MANAGERS

- 2.1. Licensor and Customer will each appoint an appropriate person for ongoing development and management of the Agreement. SLA Manager responsibilities are as follows:
- 2.1.1. Serve as the point of contact for problems or concerns related to the SLA itself and the delivery of services described in the SLA.
  - 2.1.2. Maintain ongoing contact with the other party's SLA Manager.
  - 2.1.3. Serving as the primary point of contact in the escalation process.
  - 2.1.4. Coordinating and implementing modifications to service delivery and to the SLA Schedule.
  - 2.1.5. Periodically assessing the effectiveness of mechanisms selected for service tracking and reporting.
  - 2.1.6. Planning and coordinating service reviews.
  - 2.1.7. Facilitating and participating in conflict resolution processes regarding service effectiveness
  - 2.1.8. Assessing and reporting on how the Licensor and Customer can further strengthen their working relationship.

## 3. LOCATIONS

- 3.1. *Licensor Location*  
Primary & Secondary hosting facilities: Amazon Web Services (AWS) North America (Multi-zone redundancy)  
Designated site, username, and password are provided separately for security.

## 4. RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s). The overriding goal in developing SLRs is to support Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs.

In the event of failure to meet an SLR, Licensor shall: (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure.

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement.

SLR Type	SLR Name	Performance Target	Measurement Period
Response Time	E-mail and voicemail response rate	98% of e-mails and voicemails received by service desk responded to within 4 hours	Monthly
Performance	System Performance	98% of web requests receive server responses within 500ms of the request arriving at the server	Monthly
Availability	Uptime / Availability	99.9%	Monthly
Scheduled Downtime	System Availability	≤8 hours down time per month (per component)	Monthly
Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	≤8 hours with ≤1 hour of data loss	Designated recovery period following a disaster
Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual DR test completed	Semi-annual

# Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: November 9, 2023

Re: Adding Cleaning to Conant Hall

The Recreation Department would like to add another cleaning day to Conant Hall. Currently our contract is once a week at Conant Hall and we would like to add twice a week. Cost will increase from \$190 a month to \$380 a month.

We would like to have a deep cleaning of the kitchen with Fullerton (current cleaning company) priced at \$200.

Sincerely,

Andrea Russo  
Supervisor of Recreation & Parks

Fullerton Service Industries  
PO Box 186  
Bedford Hills, NY 10507 US  
fsi186@aol.com

# Estimate

**ADDRESS**

Town of Pound Ridge Connet  
Hall

**ESTIMATE # 1050**

**DATE 10/25/2023**

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Cleaning</b> 2 days a week	1	380.00	380.00T
<b>Cleaning</b> deep clean of kitchen	1	200.00	200.00T
-----			
		SUBTOTAL	580.00
		TAX	0.00
		<b>TOTAL</b>	<b>\$580.00</b>

Accepted By

Accepted Date

## Town Clerk's Office

### MEMORANDUM

**To:** Town Board  
**From:** Erin Trostle  
**Date:** November 9, 2023  
**Re:** Fuel Oil Bid Award

---

A bid opening for #2 fuel oil for the 2023-24 heating season was held at the Town House on Tuesday, October 24, 2023, at 10:00 am.

In advance of the bid opening, the bid notice was posted and published, and bid notices and specifications were sent to seven fuel oil suppliers. In addition to fuel oil quotes, the bid specifications requested prices for service contracts on oil burners and hot water heaters. Please note that the town has seven of each at the following locations: Town House, Maintenance Shop, Town Park (Maintenance Shed), museum, Conant Hall, and Highway Garage (two).

We received bids from Marshall Oil, which is the town's current supplier, and from Almeida Oil. Bid information, including service contract pricing, is attached here. Almeida's fuel oil rate was significantly lower than Marshall's, but its service contracts are slightly more expensive.

The town's average annual consumption of fuel oil is around 8,000-10,000 gallons. Even if usage were to drop to 7,000 gallons, the lower Almeida rate for fuel oil more than offsets the slightly more expensive service contracts. Thus I recommend awarding the fuel oil contract to Almeida.

# Town of Pound Ridge

Office of the Town Clerk

**Town Clerk**  
Erin Trostle  
townclerk@townofpoundridge.com  
914-764-5549



**Deputy Town Clerk**  
Josh Batchelder  
deputytownclerk@townofpoundridge.com  
914-764-5212

## **NOTICE TO** **FUEL OIL BIDDERS**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Pound Ridge will receive sealed bids for furnishing No. 2 fuel oil and/or diesel, for any or all the individual municipal buildings in the Town of Pound Ridge, together with a maintenance contract for each unit, at the Office of the Town Clerk, Town House, 179 Westchester Avenue, Pound Ridge, New York 10576, until 10 a.m. Tuesday, October 24, 2023.

Bid submission shall be quoted on the mark-up or mark-down per gallon above or below the Low New York Harbor Barge Reseller's Price as quoted in the New York Journal of Commerce on date of delivery, which fluctuates, plus distribution of delivery cost, which will be firm during the term of the agreement between the contractor and the Town of Pound Ridge.

Specifications are available at the Office of the Town Clerk at 179 Westchester Avenue, Pound Ridge, New York. The Town Board reserves the right to reject any and all bids.

BY ORDER OF THE TOWN BOARD  
TOWN OF POUND RIDGE  
ERIN TROSTLE, TOWN CLERK

Dated at Pound Ridge, New York  
October 4, 2023

# Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



## SPECIFICATIONS - #2 FUEL OIL & DIESEL

Any bid, whether sent by mail or by means of personal delivery, is the responsibility of the bidder for having his bid in on time at the Office of the Town Clerk, Town House, 179 Westchester Avenue, Pound Ridge, New York 10576-1743.

Bids opened and read shall remain irrevocable for a period of 30 days. The award of contracts, if at all, shall be made as soon as is practicable after the bid opening. The Town Board reserves the right to accept or reject bids and to increase or decrease the quantity.

**PRICE:** The bid prices figures shall be mark-up (or mark-down) per gallon above (or below) the Low New York Harbor Barge Reseller's Price. The actual cost of fuel to the owner will be the Low New York Harbor Barge Reseller's Price as quoted in the New York Journal of Commerce on date of delivery, which fluctuates, plus distribution of delivery cost, which will be firm during the term of this agreement. The bid price figure to be used for this bid is to be the distribution or delivery cost per gallon only, less any voluntary discounts, namely, the mark-up (or mark-down) price per gallon above (or below) the Low New York Harbor Barge Reseller's Price.

Price is to clearly indicate mark-up or mark-down by a plus (+) or minus (-) sign immediately preceding each bid price.

At the inception of the contract, the successful bidder shall notify the Town Board/Town Clerk of the breakdown of the current price. The Town Board/Town Clerk shall also be provided with the new calculation whenever there is a change in the Low New York Harbor Barge Reseller's Price.

**PRESENTATION:** Bid, together with a non-collusion statement, shall be submitted in a sealed envelope marked "BID FOR FUEL OIL" and mailed or delivered to the Office of the Town Clerk, Town of Pound Ridge, Town House, 179 Westchester Avenue, Pound Ridge, New York 10576-1743.

**DELIVERIES:** A Copy of the delivery slip, receipted by the owner's representative, shall be left either at the Town House, 179 Westchester Avenue, or at the Highway Garage, 290 Stone Hill Road, Pound Ridge, New York, with each delivery showing the amount of fuel oil delivered.

**BILLING:** The gross Receipts Tax will be reflected separately on all invoices for each separate delivery.

**GUARANTEE:** The contractor hereby guarantees to furnish adequate protection from damage for all work and to repair damages of any kind for which he and his workmen are responsible to the building or equipment, to his own work or to the work of other contractors.

**AUTOMATIC REPLENISHMENT:** The contractor shall maintain a record of the estimated consumption of fuel oils and shall replenish the tank or tanks without further notice whenever necessary to insure an adequate supply at all times.

If the contractor permits the level of fuel oil to fall below 20% of the total capacity of the tank or tanks, the purchaser shall have the right to purchase sufficient fuel oil on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the contractor.

**INFERIOR DELIVERY:** The Board may cancel the contract, at the bidder's expense, if oil is found to contain dirt or sediment, or is of a structure that will cause clogging of burners, pipe lines, burner nozzles or sprayers and prevent proper operation of the plant or sprayers, or contains elements liable to cause corrosion to burners, piping, tanks, or equipment, thereby causing damage to and/or delay in operation.

**SITE LOCATIONS/ESTIMATED REQUIREMENTS:** Following is a list of site locations, tank sizes and estimated annual needs:

Town House, 179 Westchester Avenue – 1,000 gal. tank/approx. 2,500 gallons  
Arts & Crafts Center, 179A Westchester Avenue – 275 gal. tank/approx. 700 gallons  
Pound Ridge Museum, Hamlet, Westchester Avenue – 275 gal. tank/approx. 400 gallons  
Conant Hall, Hamlet, Westchester Avenue – 275 gal. tank/approx. 400 gallons  
Highway Garages (2), One 2,000 gal. tank; One 1,000 gal. tank /approx. 13,000 gallons

Generator at Town House, 300 gal. tank/approx. 400 gallons

**SERVICE CONTRACT:** Contractor shall provide an annual maintenance contract for each location and shall be able to provide one hour response time in the event of an emergency malfunction and need for repair. Failure to respond can result in cancellation of the contract.



# MARSHALL OIL CO., INC.

HEATING SALES & SERVICE  
130 SALEM ROAD POUND RIDGE, NEW YORK 10576-1529  
TEL: (914) 764-5766 FAX: (914) 764-0019

October 23, 2023

Erin Trostle, Town Clerk  
Town of Pound Ridge  
Town House  
179 Westchester Avenue  
Pound Ridge, NY 10576-1743

RE: Bid for #2 Fuel Oil and Diesel

Dear Ms. Trostle:

As per notice to fuel oil bidders, Marshall Oil Co., Inc. will deliver products for all facilities at SIX (+.06) cent per gallon above the low New York Harbor barge reseller's price. Enclosed is the last available Journal of Commerce price sheet.

Enclosed is a copy of our service contract -- the bid for which is One Hundred (\$100.00) dollars per unit and Fifty (\$50.00) dollars per hot water heater.

Also enclosed is a bidder's non-collusion statement.

Very truly yours,

Marshall Oil Co., Inc.

A handwritten signature in blue ink that reads "S. Edward Marshall".

S. Edward Marshall

Vice President

SEM:hah

Enclosures

**Statement of non-collusion by bidder**

**Pursuant to section 103-D General Municipal Law by submission of this bid or proposal, the bidder certifies that:**

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;**
- (B) This bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitors or potential competitor;**
- (C) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not submit a bid or proposal;**
- (D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in it's behalf.**

**Date**

October 23, 2023  
**Print Name** S. Edward Marshall  
**Authorized Signature** S. Edward Marshall  
**Title** Vice President  
**Company Name** Marshall Oil Co., Inc.  
**Address** 130 Salem Road  
Pound Ridge, NY 10576  
**Business Phone #** 914 764-5766  
**Fax #** 914-764-0019  
**Tax I.D. #** 132773955



# MARSHALL OIL CO., INC.

130 SALEM ROAD - POUND RIDGE, NEW YORK 10576 - (914) 764-5766

HEATING SALES AND SERVICE

CUSTOMER COPY

## Yearly Oil Burner Service Agreement

Inspect, lubricate and adjust oil burner and oil burner controls as required. All emergency calls required to repair, adjust or replace the following parts because of failure under normal operating conditions.

Oil Burner Motor  
Oil Burner Pump  
Motor or Pump Coupling  
Ignition Transformer  
Stack Relay

Thermostat (clock not incl.)  
Operating Control (single aquastat)  
Misc. Small Burner Parts  
Ignition Porcelains  
Ignition Wires  
One Change of Air Filters per year

Nozzle  
Nozzle Adapter  
Nozzle Tube  
Burner Air Cone  
Flame Sensor

Oil fired hot water heater oil burner and controls covered under this contract for additional charge. Leaking water tank is not covered.

### GENERAL CONDITIONS

The parts and labor coverage under this agreement does not include: smoke pipe and draft regulator, electronic controls, combination fan & limit control, dual and triple acting aquastats, low water cut off, fuel gauges, humidifiers, electronic air cleaner, auxiliary pumps, zone valves, water feeder valves, oil valves, expansion tank draining, combustion chamber, clock thermostat, circulator, blower motor or belt, electric wiring, piping, water leaks, heating boiler or furnace, hot air fans, air vents, radiators or bleeding system of air, water or fuel tanks, generators, boiler water feeders, frozen pipes or oil lines, water or sludge in fuel tank, cleaning of oil lines, and service after a run-out of oil not our responsibility if not on automatic delivery.

MARSHALL OIL CO., INC., cannot be responsible for the following: Heat in unoccupied buildings — damage to driveways — voltage or power failure — blown fuse or circuit breaker — switches on "OFF" POSITION — calls resulting from flooded basement. The low water cut off on steam systems must be flushed and tested regularly by the customer. Vacuum cleaning and brushing, if necessary, are included in this agreement.

Contracts cannot be accepted on obsolete equipment or when replacement parts are not available. All equipment is subject to inspection before acceptance. Customer must purchase all fuel requirements from Marshall Oil Co., Inc. Contract may be cancelled if account becomes past due. This contract will be automatically renewed unless otherwise cancelled by customer at expiration date. Any service calls not included in this contract will be charged at the current prevailing rates.

**CONTRACT SERVICE HOURS** — Monday through Friday.  
**WINTER SCHEDULE:** November 1 through April 30, 8 A.M. to 12 midnight.  
**SUMMER SCHEDULE:** May 1 through October 31, 8 A.M. to 4:30 P.M.

### EMERGENCY SERVICE ONLY AFTER THE ABOVE HOURS, DAILY, WEEKENDS AND HOLIDAYS.

Items not considered as emergency service: burner switch off — low water in steam boiler — burner controls out of cycle due to power fluctuation — insufficient domestic hot water — clogged air filters — blown fuse or circuit breaker off — insufficient heat in individual rooms — will be charged at the prevailing overtime rates.

All contract service calls not during contract service hours will be charged the overtime portion of the prevailing overtime rate. (Any service call not covered by contract will be charged at the prevailing overtime rates.)

The normal routine work of servicing and cleaning, if necessary, will be performed year round. Due to the number of contracts in effect, this work load cannot be assigned to the summer months alone. We, therefore, ask you to cooperate with us in this policy.

### COMPANY'S COPY

MARSHALL OIL CO., INC.

## Yearly Oil Burner Service Acceptance

You are authorized to deliver Fuel Oil and render oil burner service to me as indicated below.

Date . . . . . 20 . .

SERVICE & OIL BURNER PARTS  
AGREEMENT — Each Unit . . . . . 100.00  Plus Tax

Customer's Name . . . . .  
(Please Print)

OIL FIRED WATER HEATER  
AGREEMENT — Each Unit . . . . . 50.00  Plus Tax

Installation Address . . . . .

This constitutes my acceptance of the terms of your offer.

City . . . . .

Phone No. . . . .

CUSTOMER'S SIGNATURE

Detach and Send This Section with Check.



October 23, 2023

Office of the Town Clerk  
Town of Pound Ridge  
179 Westchester Avenue  
Pound Ridge, NY 10576

Dear Ms. Trostle:

Thank you affording us the opportunity to submit a bid to supply heating oil to the Town of Pound Ridge. Almeida Oil a full-service Company providing Heating Oil, Propane, Diesel Fuel, and Gasoline to Westchester and Putnam counties for over 30 years.

We are pleased to offer the bid below for the upcoming heating season:

For your heating oil delivery, I am pleased to offer the following price for the upcoming heating season:

**NY Journal of Commerce/OPIS Low NY Harbor Barge Reseller Price + \$ 0.039 <sup>dmh</sup> ~~per~~ per gallon**

We are a full-service company offering emergency service 24-hours a day, 365 days a year. We provide our customers with piece of mind throughout the year. Our service department handles repairs and all aspects of heating work including installations of boilers, burners, hot water heaters and oil tanks.

**We would be happy to provide our Bronze Service Plan Contract at \$109.00 per unit per year. Hot water heater coverage would be \$59.00 per unit per year.**

If you have any questions, please do not hesitate to call me at (914) 666-4328 ext. 129. I have absolutely no hesitation in assuring you of unbeatable service and attention. We offer the type of personalized service that only a family owned and operated business can offer. Thank you for your time and we look forward to the opportunity to work with you.

Sincerely yours,

Simone M. Almeida

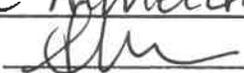
Statement of non-collusion by bidder

Pursuant to section 103-D General Municipal Law by submission of this bid or proposal, the bidder certifies that:

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) This bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitors or potential competitor;
- (C) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not submit a bid or proposal;
- (D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in it's behalf.

Date

10/23/23

Print Name Simone Almeida  
Authorized Signature   
Title President  
Company Name Almeida Oil Co. Inc.  
Address 33 Hubbels Drive  
Mount Kisco, NY 10549  
Business Phone # (914) 6666-4328  
Fax # (914) 6666-6743  
Tax I.D. # 13-3369241

**MEMORANDUM**

**To:** Town Board  
**From:** Erin Trostle  
**Date:** November 9, 2023  
**Re:** Flower baskets for business district for 2024

---

Written requests for quotes for hanging flower baskets for the business district for the 2024 season were submitted to three vendors: Valley View Greenhouses (South Salem), Copia Home and Garden (South Salem), and Perennial Gardens (Bedford). Two vendors, Valley View and Perennial Gardens, submitted quotes, and the quote from Valley View, the vendor that provided the baskets for 2023, was significantly lower. I recommend awarding the bid for 2024 to Valley View.

# Town of Pound Ridge

Office of the Town Clerk

**Town Clerk**  
Erin Trostle  
townclerk@townofpoundridge.com  
914-764-5549



**Deputy Town Clerk**  
Josh Batchelder  
deputytownclerk@townofpoundridge.com  
914-764-5212

## REQUEST FOR QUOTES

### 2024 HANGING FLOWER BASKETS

The Town of Pound Ridge is seeking quotes for hanging flower baskets for the light posts in the Scotts Corners business district.

Delivery date:	Late May 2024
Number of baskets:	72
Basket type:	moss-lined black metal
Soil:	Cornell soil mix
Flowers:	Petunia Royal Magenta Petunia Bordeaux Petunia Royal Velvet Thunbergia Lemon O'Peel

Quotes should be submitted via email to the Town Clerk's office by November 9, 2023.

Quote expires  
October 13, 2023 12:00 am



Valley View Wholesale Greenhouses  
229 Smith Ridge Road  
South Salem, NY 10590  
PH:914-533-2526 / FAX:914-533-2050

Estimate #: Q-101854  
Ticket date: 10/12/23

Customer PO#:

Sold to: TOWN OF POUND RIDGE  
179 WESTCHESTER AVENUE  
POUND RIDGE, NY 10576

Ship to:

Customer #: TOW2  
Sales Rep: DH

Ship date: 05/24/2024  
Location: VV

Ship-via code: COD  
Terms: Due in 30 days.

QTY	QTY SHIP	Item #	Description	Price	Ext prc
72	72	MOSSMED	16" MOSS HANGING BASKET - SPECIAL ORDER price includes moss liner, chain hanger, soil & plants (wire basket would be extra if any need replacement)	44.50	3,204.00
1	1	FREIGHT	FREIGHT/DELIVERY	125.00	125.00

Basket includes: Petunia Royal Magenta, Petunia Bordeaux, Petunia Royal Velvet, Thunbergia Lemon

Ord subtotal: 3,329.00

Order tax: 0.00

Order total: 3,329.00

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

Date: \_\_\_\_\_

No Returns or exchanges, Please Check Receipt before Departing  
 All claims for damages and/or deficiencies must be made upon delivery/pickup  
 All claims of price discrepancies must be made within one business day of delivery/pickup  
 \*\* We give no warranty, expressed or implied as to the life, description or quality of any nursery stock, plants or hardgood products that we sell\*\*  
 No returns, exchanges, guarantees, please check your receipt before departing.  
 All claims for damages and/or deficiencies must be made upon delivery/pickup All  
 claims of price discrepancies must be made within one business day of delivery  
 \*\*We give no warranty, expressed or implied as to the life, description or  
 quality of any nursery stock, plants or hard good products that we sell\*\*



**perennial gardens**  
Garden Center   Landscaping   Florist

414 Old Post Road  
Bedford, NY 10506

Tel.: 914-234-6311

October 25, 2023

Town of Pound Ridge  
Town Clerk  
179 Westchester Ave.  
Pound Ridge, NY 10576

**Re: Flower Basket Quote**

We hereby would be able to furnish and deliver 72 hanging baskets as per your request for the light posts in the Scotts Corners business district. They can be delivered the week of May 20<sup>th</sup>.  
The cost is \$87.50 each plus tax, with tax exempt form can be taken off.  
The cost for the 72 baskets including tax comes to \$ 6,827.63.

Sincerely,

  
Myles Brown  
Perennial Gardens

**MEMORANDUM**

**To:** Town Board  
**From:** Erin Trostle  
**Cc:** Jennifer Balin  
**Date:** November 9, 2023  
**Re:** Special Use Permit application

---

I have received the attached Special Use Permit application from Jennifer Balin, of Badass Bagels, to operate a take-out food establishment at 69 Westchester Avenue. Also attached is a letter of permission from the landlord.

TOWN OF POUND RIDGE - SPECIAL USE PERMIT APPLICATION

Date of application 10/31/23

TO: TOWN BOARD - TOWN OF POUND RIDGE

APPLICATION IS HEREBY MADE to the Town Board for the issuance of a Special Use Permit pursuant to Chapter 113, Article VIII of the Zoning Code of the Town of Pound Ridge, entitled Special Permit Standards, for the following:

take out food location, no food prep, retail  
for Badass Bagels

APPLICANT NAME: Jennifer Balin

ADDRESS: 104 Comp Road North  
Westport CT 06880

BUSINESS TELEPHONE NO: \_\_\_\_\_

Check one:  Owner  Lessee  Agent

Town Tax Map Property Location: Section \_\_\_\_\_ Block 9454 Lot No. 12 <sup>69</sup> Westchester Avenue Pound Ridge

If map, survey or a plan is required, please attach to this application, as required by VIII, Section 113-8.3

With respect to the Special Use Permit described and requested on Page 2, attached, please respond to the following:

1. If you are a lessee, has property owner been apprised of your request? If so, attach the property owner's letter of approval to this application. OK.

2. Will use be seasonal? Yes \_\_\_ No X  
If yes, what months? \_\_\_\_\_ What hours of the day? 8am - 2pm

3. Will equipment or furniture or materials of any kind, not normal to present operation, be required? Yes \_\_\_ No X

4. Will the location and size of the use, nature and intensity of the operation involved, be in harmony with the district in which it is located? Yes X No \_\_\_  
(Article VIII, Section 113-8.2.1)

5. Will there be a noise or light factor that may impact neighboring properties: Yes \_\_\_ No X (Article VIII, Section 113-8.2.3)

6. If the operation is located in a Planned Business District, will existing parking be adequate? Yes  No

-2-

Special Use Application for Badass Bagels  
Jennifer Balin  
Applicant's Signature

If the Town requires engineer, planning consultants or other professional assistance in reviewing this Special Use Permit application, applicant may be required to establish an escrow fee fund to pay the cost of such experts.

OK

For the Town Board:

1. Referred to Planning Board on \_\_\_\_\_
2. Public Hearing scheduled for \_\_\_\_\_
3. Escrow Deposit of \$ \_\_\_\_\_ posted \_\_\_\_\_

\_\_\_\_\_  
Town Board Approval \_\_\_\_\_ Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CONDITIONS:

PERMIT NUMBER: \_\_\_\_\_

November 1, 2023

Town Board  
Pound Ridge

To Whom it May Concern,

I am aware that Jennifer Balin is applying for a special use permit to open a retail take out food location at my property located at 69 Westchester Avenue; I am the landlord.

Upon her approval from the Town Board of Pound Ridge, she will enter into into a lease with me for this property.

Sincerely yours,



Mirash Vataj

To: Kevin C. Hansan, Supervisor Town of Pound Ridge, New York

From: Barbara Carbone

Subject: Resignation from THRIVE Committee

Date: October 24, 2023

Dear Kevin,

I am writing to formally resign from my volunteer committee position on the Bedford, Pound Ridge, Lewisboro Drug Abuse Council, presently known as "THRIVE," effective November 1, 2023. It has truly been a privilege to serve on this Council for over 15 years and contribute to the essential work of educating our community on mental health awareness and drug and alcohol issues. However, due to personal and professional responsibilities, I find it necessary to step down at this time.

My current professional commitments, especially my work associated with the military population, have become increasingly demanding and often require my attention on weekends. Thus, I believe it is in the best interest of both the Council and myself to allow someone else to step into this role who can devote the time and attention it deserves.

Donna Volpitta and Roberta Markowitz, currently representing the Town of Pound Ridge, are dedicated individuals and skilled professionals, and I am confident they will continue to represent the town admirably.

I would like to extend my deepest gratitude to you and Nicole Engel for your unwavering support whenever I reached out over the past years. Your guidance and encouragement have meant a great deal to me.

I am immensely proud of the collective achievements of this Council over the years. While I am stepping down from my formal role, I remain committed to staying engaged in our community in other ways.

Thank you for understanding my decision and for the opportunity to serve on this remarkable committee. I have full confidence that the committee will continue, especially with the rebranding, to excel in its mission with the dedication and capabilities of its current membership.

Sincerely,  
Barbara Carbone



Date	Beginning Balance	Deposits Added	Payments Out	Ending Balance	Vendor	Comments	Invoice #	W&C	FPC
6/2/2023		4000.00		4000.00	Christopher A Milone	ck#1066			
8/11/2023	4000.00		1027.50	2972.50	P&D	237912-1			
8/31/2023	2972.50		615.00	2357.50	P&D	237912-2	July		
10/20/2023	2357.50		590.00	1767.50	P&D	237912-3	September		

4000.00      2232.50      1767.50

#3778 Milone - 44 Lower Trinity Pass Road

*Chris to discuss Tour  
up of J&K  
Kelly responded.  
resolved.  
11/9/23*

## Christeen Dur

---

**From:** Christeen Dur  
**Sent:** Thursday, November 9, 2023 1:18 PM  
**To:** Chris Milone  
**Subject:** RE: FW: 44 Lower Trinity Pass

Hi Chris

Will do, I will submit today for the Town Board to approve on November 14 and to the finance department.

Have a great weekend. Thank you. Christeen

**From:** Chris Milone <[chrismilone@gmail.com](mailto:chrismilone@gmail.com)>  
**Sent:** Thursday, November 9, 2023 12:42 PM  
**To:** Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)>  
**Subject:** Re: FW: 44 Lower Trinity Pass

Hmmm, got it now, thanks for forwarding it. I guess you can cut me a check whenever convenient for you. Many thanks!

Best,  
Chris

On Thu, Nov 9, 2023 at 12:35 PM Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)> wrote:

Hi Chris

Just want to make sure you saw this email. Thanks. Christeen

---

**From:** Kelly Morehead <[kmorehead@panddengineers.com](mailto:kmorehead@panddengineers.com)>  
**Sent:** Friday, November 3, 2023 9:42 AM  
**To:** [chrismilone@gmail.com](mailto:chrismilone@gmail.com)  
**Cc:** Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)>; Jason Pitingaro <[pitingaro@panddengineers.com](mailto:pitingaro@panddengineers.com)>  
**Subject:** [44 Lower Trinity Pass](#)

**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.

Chris,

Below is a summary of the work performed in the review of your project.

We would like to note that your project required Water Control Commission approval, and the WCC does not have its own professional consultant. That board, along with the building department, relies on our office to review the stormwater management plan during the Planning Board process to mitigate any impacts to regulated wetlands.

We would also like to note that the presence of NYSDEC and USACE wetlands and a NYSDEC wetland check zone was indicated in the project summary from our first (June) memo. The wetlands shown on the plans changed with each submission.

### **June (Invoice 1)**

- Reviewed initial submission, including plans, EAF, application materials, code conformance worksheet
  - Submission was missing grading and drainage plan, e+s plan and details sheets (Sheets C-1, C-2, D-1, D-2, D-3 and D-4)
  - Submission lacked 9 site plan requirements (e.g. existing utilities and site features, contours, finished elevations, stormwater management plan, earthwork, landscaping, lighting, etc.)
  - Code Conformance Worksheet was incorrect (incorrect building coverage threshold %, setbacks, etc.)
- Prepared comment memorandum
- Researched NYSDEC, USACE and Town wetland mapping (mapping contained wetland features not shown on plans)
- Prepared for and attended planning board meeting

### **July (Invoice 2)**

- Reviewed revised submission, including revised plans, stormwater models and stormwater worksheets
- Prepared GML circulation

- Prepared comment memorandum
- Prepared for and attended planning board meeting

### **August/September (Invoice 3)**

- Corresponded with applicant's consultant
- Reviewed revised submission, including revised plans, revised stormwater model, revised code conformance worksheet
  - Revised plans showed work within the 100-foot NYSDEC wetland buffer (not indicated in prior submissions), which would require a NYSDEC Freshwater Wetlands Permit
  - Revised Code Conformance Worksheet building threshold % increased by 30%, affecting the increased minimum setbacks
- Prepared comment memorandum
- Prepared common driveway bond estimate
- Prepared resolution of approval
- Prepared punch list

Thank you,

Kelly

**Kelly Morehead**  
**Municipal Markets Manager**  
[kmorehead@panddengineers.com](mailto:kmorehead@panddengineers.com)  
(845) 703-8140

**Pitingaro & Doetsch Consulting Engineers, P.C.**  
15 Industrial Drive, Suite 2 | Middletown, NY 10941

[panddengineers.com](http://panddengineers.com)

uniting principle and design

## Christeen Dur

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**From:** Chris Milone <chrismilone@gmail.com>  
**Sent:** Wednesday, November 1, 2023 2:05 PM  
**To:** Christeen Dur  
**Subject:** Re: 44 Lower Trinity Pass

Hi Christeen! Hope you are well!

Thanks for the information. I have an issue with the last 2 invoices, 8/31-237912-2,10/20-237912-3. Both invoices, especially the 3rd one, were follow up questions that had previously been answered by my team, but were asked again from the engineer or his co workers. It seemed that a different person was looking at these submittals and added additional comments and they were not consistent with the previous submissions by the engineer. I feel that an additional 8 hrs for the last 2 invoices is excessive, especially since my team had addressed a majority of the issues from the first invoice 8/11-2327912-1. Please call me if you have any questions.

Best,  
Chris Milone  
914 588 3477

On Wed, Nov 1, 2023 at 1:27 PM Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)> wrote:

Hi Chris

Hope all is well. Please find attached a summary of your escrow and the bills received.

I will submit your escrow refund to the finance department and to the Town Board for their next meeting on November 14. Your balance is \$1,767.50. I will have a check mailed to you at 44 Lower Trinity Pass Road.

Let me know if you have any questions or need anything further.

Thank you. Christeen

**From:** Christeen Dur  
**Sent:** Friday, October 6, 2023 2:00 PM  
**To:** Chris Milone <[chrismilone@gmail.com](mailto:chrismilone@gmail.com)>  
**Subject:** RE: 44 Lower Trinity Pass

Good luck Chris, I am sorry your project didn't work out. I will let you know about the escrow after I receive the last bill. Have a great weekend. Christeen

**From:** Chris Milone <[chrismilone@gmail.com](mailto:chrismilone@gmail.com)>  
**Sent:** Wednesday, September 27, 2023 10:04 AM  
**To:** Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)>  
**Subject:** 44 Lower Trinity Pass

**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.

Good morning Christine,

Just wanted to let you know that we have decided not to continue going forward with our construction project for 44 Lower Trinity Pass. Please advise me on what is left with escrow, if any.

On a side note, thank you for your help, you were great to work with, plus you made this process fun!

Best regards,

Chris

Chris Milone

914 588 3477



**TO:** Kevin Hansan, Town Supervisor and the Town Board

**FROM:** Christeen CB Dür, Planning Board Administrator  
cdur@townofpoundridge.com

**DATE:** November 1, 2023

**SUBJECT:** Cell Tower Modification Application for Approval

The following application has been approved by the Planning Board based on the following reports done by Doug Fishman, our Town's cell tower consultant.

1. Verizon Wireless, 29 Adams Lane

The application file and reports are on file in the Building Department.

Please update the Special Use Permits upon the Town Board's approval and give the permits to the Building Department for their files.

Thank you. Christeen

September 30, 2023

Honorable Chairman Rudolph  
and Members of the Planning Board  
Town of Pound Ridge  
179 Westchester Avenue  
Pound Ridge, New York 10576

**SUBJECT: SUPPLEMENTAL RF ENGINEERING EVALUATION OF PROPOSED  
VERIZON WIRELESS UPGRADE OF WIRELESS SERVICES FACILITY  
AT 29 ADAMS LANE IN POUND RIDGE, NY**

Honorable Chairman Rudolph and Members of the Board:

This purpose of this report is to provide the Planning Board with a summary of my review of the supplemental documents received related to the Verizon Wireless Application to “upgrade” (make changes to) the existing wireless services facility located at 29 Adams Lane in Pound Ridge. The documents received and reviewed in preparation for this supplemental report:

- NB&C Letter (June 20, 2023)
- EBI Radio Frequency - Electromagnetic Energy (RF-EME) Jurisdictional Report (September 22, 2023)

My review of the supplemental submissions is provided below.

**A. NB&C Letter (June 20, 2023)**

This letter addressed the initial concern brought up in my May 21, 2023 Report, which noted a discrepancy in antenna counts between the CDs provided and the structural analysis. The letter explains that the 3 antennas noted in my report were not included in the CDs because they were included as placeholders in the structural analysis for additional future antennas. Verizon will not be installing these antennas as part of this application. This is a reasonable explanation and answers my concern.

**B. EBI Radio Frequency - Electromagnetic Energy (RF-EME) Jurisdictional Report  
(September 22, 2023)**

This report has accurate parameters only for the Verizon transmitters, with the exception of Ant #5, which reflects an incorrect Antenna Radiation Centerline of 131.5 feet (it should be 136 feet). Assumptions are made (per the report) for the “unknown antennas” for the other antennas on the pole. It also does not account for any of the public safety antennas on the monopole (Westchester County or Town of Pound Ridge). Even with the inaccuracy detailed above (which would make exposure worse), and the potential inaccuracies for the “unknown antennas”, the evaluation shows that the overall calculated exposure meets the FCC Emissions Requirements – just under 3% of the exposure limitations for the General Public.

As the calculated compliance level is less than 5% of the limit, Verizon is not required to include all of the other transmitters in their analysis (Ref. “*Multiple-Transmitter Sites and Complex Environments*”, FCC OET Bulletin 65), nor are they required to do any mitigation of their transmitters. Therefore, this analysis is acceptable.

**SUPPLEMENTAL RF ENGINEERING EVALUATION OF PROPOSED VERIZON  
WIRELESS UPGRADE OF WIRELESS SERVICES FACILITY AT 29 ADAMS LANE  
IN POUND RIDGE, NY**

The Verizon Wireless submission now appears to be complete and acceptable from an RF Engineering standpoint.

Please feel free to reach out to me with any questions or comments.

Sincerely,



---

Douglas Fishman  
RF Engineering Consultant  
(201) 218-6848

May 21, 2023

Honorable Chairman Rudolph  
and Members of the Planning Board  
Town of Pound Ridge  
179 Westchester Avenue  
Pound Ridge, New York 10576

**SUBJECT: RF ENGINEERING EVALUATION OF PROPOSED VERISON  
WIRELESS MODIFICATIONS TO THE WIRELESS SERVICES  
FACILITY AT 29 ADAMS LANE IN POUND RIDGE, NY**

Honorable Chairman Rudolph and Members of the Board:

This purpose of this report is to provide the Town Board with a summary of my review of the documents received related to the Verizon Wireless Application to modify the existing wireless services facility located at 29 Adams Lane in Pound Ridge. The documents received and reviewed in preparation for this report included:

1. NB+C Cover Letters (May 2, 2023)
2. Applications
  - a. Building Permit Application (May 1, 2023)
  - b. Special Use Permit Application (May 2, 2023)
3. American Tower Structural Evaluation Letter (January 25, 2023)
4. American Tower Construction Drawings (April 14, 2023)

This report will focus on evaluating the completeness of the application and verifying consistency between each of these submissions.

**A. NB+C Cover Letter (May 2, 2023)**

In their 6409 cover letter, NB+C put together their submission package not explicitly based on the requirements detailed in the Town of Pound Ridge Zoning Code, but rather in accordance with FCC 14-153, on Section 6409. This ruling allows for expedited review of application for "non-substantive" changes to an existing wireless telecommunication facility, such as the one at 89 Westchester Avenue. Based on their submission, they claim that they meet all of the definitions of Section 6409, and therefore the application must be approved within 60 days.

The Pound Ridge escrow cover letter describes Verizon's plan to modify its existing installation, specifically to "...remove (3) antennas, (9) RRHs and (3) OVPs. Install mount modification, (4) antenna(s), (8) RRHs, (3) diplexers, (4) OVPs, and (1) 1-5/8" hybrid cables." Comparing their submission package with requirements detailed in the Town of Pound Ridge Zoning Code, Section 113-58.1, their submittal package appears to be consistent with these requirements *with the exception of missing an FCC Compliance Assessment and Report to comply with §113-58.1(K).*

**RF ENGINEERING EVALUATION OF PROPOSED VERIZON WIRELESS MODIFICATIONS TO THE WIRELESS SERVICES FACILITY AT 29 ADAMS LANE IN POUND RIDGE, NY**

**B. Building Permit Application (May 1, 2023) & Special Use Permit Application (May 2, 2023)**

Both the Building Permit Application and Special Use Permit Application has the identical description of work - to "remove (3) antennas, (9) RRHs and (3) OVPs. Install mount modification, (4) antenna(s), (8) RRHs, (3) diplexers, (4) OVPs, and (1) 1-5/8" hybrid cables."

This appears to be consistent with the other documentation provided.

**C. American Tower Construction Drawings (January 14, 2022)**

I put together the table below for a simplified view of the changes being proposed per these submitted Construction Drawings. Basically, Verizon is adding a 4<sup>th</sup> sector to the site, which allows for providing service to additional users, and is adding service in the CBRS band (5G) and changing the "RF plumbing" to allow continued use of CDMA (3G) in the 850 MHz band. These changes are, for the most part, consistent with the Special Use Permit Application and the Cover Letter:

Description	To Be Removed	To Be Added	Comments
<b>Remove 3 antennas / Install 4 antennas</b>	CSS X7CAP-680-0 (3)	JMA MX12FIT665-01 (1)  Samsung XXDWMM-12.5-65- CBRS Antennas (3)	New antennas allow for use of the CBRS band (Band 48).
<b>Remove 9 RRHs / Install 8 RRHs</b>	All existing Nokia Airscale RRUs (9)	Samsung B5/B13 RRHs (4)  Samsung B2/B66A RRHs (4)  Samsung RT-4401-48A (3)*	RRUs provide new CBRS service (LTE) and C-Band service (5G NR), plus continue existing service on 700 MHz, 850 MHz, PCS and AWS bands.
<b>Remove 3 OVPs / Install 4 OVPs</b>	Raycap RRODC-6600-PF-48	Raycap RXXDC-3315-PF-48 (4)	Fiber and power management enclosures
<b>Install 3 Diplexers</b>		Commscope TD-850B-10LTE78	Allows both CDMA and LTE to operate in 850 MHz band
<b>Install 1 1-5/8" hybrid cable</b>		Vendor not specified	To support a 4 <sup>th</sup> sector

\*Per the RFDS Equipment Summary table on R-601, these RRHs are being added to the site, but these are not detailed on C-401, nor are they included in the overall RRHs to be installed count on either application or the cover letter. This discrepancy should be resolved.

**D. American Tower Structural Evaluation Letter (January 25, 2023)**

**RF ENGINEERING EVALUATION OF PROPOSED VERIZON WIRELESS  
MODIFICATIONS TO THE WIRELESS SERVICES FACILITY AT 29 ADAMS LANE  
IN POUND RIDGE, NY**

The structural analysis provided is in agreement with the Construction Drawings. It includes the RRHs that were missing from C-401 (Samsung RT-4401-48A), so I suspect that this item should be included not only on C-401, but also in the overall counts for the applications and cover letters.

The structural calculations were not shared, but a NYS licenses Professional Engineer signed and sealed this letter, which attested that the tower and foundation are adequate to support the additional loading proposed for the tower.

**Summary and Recommendations**

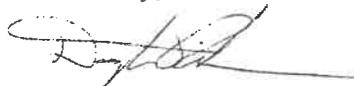
Verizon Wireless' application to modify their existing equipment on the tower at 29 Adams Lane has been reviewed, and the following addition need be submitted before I can sign off on this package:

- Submit an FCC Compliance Assessment and Report to comply with §113-58.1(K) of the Town of Pound Ridge Zoning Code. I do not anticipate an FCC compliance issues, but that that needs to be formally determined.
- Add 3 x Samsung RT-4401-48A to C-401 on the CDs, and update the overall RRHs to be added from (8) to (11) on the two applications and the NB+C cover letter.

The Applicant's proposed changes will allow Verizon to provide increased LTE (4G) capacity and performance by adding the CBRS band, and 4<sup>th</sup> sector, plus provide 5G service in the C-Band to the Town of Pound Ridge, which will certainly be beneficial to the Town's residents and visitors who utilize the Verizon service.

I am ready to continue and complete the review of the application upon receipt of the Applicant's response. Please feel free to reach out to me with any questions or comments.

Sincerely,



---

Douglas Fishman  
RF Engineering Consultant  
(201) 218-6848



**RE:**

October 6, 2023

**FINAL CERTIFICATION LETTER**Owner: **Chris Ytuarte**Property Address: **122 Old Stone Hill Rd**TAX ID: **10047-33.2**Zoning: **R-3A**

To Mr. Christeen CB Dur,  
Administrator, Water Control Commission  
Town of Pound Ridge:

This letter is to certify that to the best of my knowledge, information and believe all work related to the above-mentioned project (removing of existing deck and replacing with stone patio, removing of existing pressure treated wall and replacing with stone wall) was completed with plans drawn by Jan Cadek, Hans Cadek Architecture and dated 2/09/2023. These plans were approved by WCC and comply with the 2020 Residential Code of New York State.

Please, call me if you have any questions #914 649 8473, or [hans@hanscadek.com](mailto:hans@hanscadek.com)

Regards,  
Jan Cadek R.A.  
Hans Cadek Architecture, PLLC



A handwritten signature in black ink, appearing to read "Jan Cadek".

October 6, 2023

This Certification is only for Water Control Commission, Town of Pound Ridge purposes, and can't be used for anything or anyone else.

11/1/23  
Bond \$ 3k.  
# 2023-53  
OK per Jim  
Reyn.

## Christeen Dur

---

**From:** Christeen Dur  
**Sent:** Tuesday, October 17, 2023 9:42 AM  
**To:** Chris Ytuarte  
**Subject:** RE: 122 Old Stone Hill Rd

Hi Chris

FYI, actually only one board meeting in November- the 14<sup>th</sup>.

Thanks. Christeen

**From:** Chris Ytuarte <[cytuarte@gmail.com](mailto:cytuarte@gmail.com)>  
**Sent:** Wednesday, October 11, 2023 11:02 AM  
**To:** Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)>  
**Subject:** Re: 122 Old Stone Hill Rd

Sounds great! Thanks Christeen.

On Wed, Oct 11, 2023 at 11:00 AM Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)> wrote:

Hi Chris

Thank you for the letter. I will confirm with the Bldg Dept that it passed final inspection and get it on the next Town Board agenda for November 7 for approval to refund the bond. I will give it the Finance Department at the same time for processing.

I will have the check mailed to you at [122 Old Stone Hill Road](#).

Thank you. Christeen

---

**From:** Chris Ytuarte <[cytuarte@gmail.com](mailto:cytuarte@gmail.com)>  
**Sent:** Tuesday, October 10, 2023 12:05 PM  
**To:** Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)>  
**Subject:** [122 Old Stone Hill Rd](#)

**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 Christeen,

Please see attached a Final Certification Letter from our architect in reference to our patio renovation project at [122 Old Stone Hill Rd.](#)

The building dept performed its final inspection today as well. So I believe we have completed the project in accordance with all town and WCC requirements!

Please let me know when we can expect our outstanding bond to be returned.

Cheers,

Chris Ytuarte

October 11, 2023

Mr. Bill Bedford  
Board Chair  
Water Control Commission

Dear Bill:

I just celebrated my 96<sup>th</sup> birthday with my family, so Marian and I have decided that it is time for me to resign from the Water Control Commission effective today, October 11, 2023. Marian has been my chauffeur, so she gets to retire as our honorary attendee to meetings as well. I have enjoyed working with all of you on the Commission for 25 years.

Sincerely,

  
Peter Senatore PE

CC: Christeen CB Dür  
Jim H. Perry

	Kevin	Les	Ali	Carla	Dan	Diane	Other
<b>Boards &amp; Commissions</b>							
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		
<b>Other</b>							
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				