

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: April 30, 2025
Re: April 15, 2025 minutes

Please review the attached.

MINUTES OF THE APRIL 15, 2025 MEETING OF THE TOWN BOARD OF THE TOWN OF POUND RIDGE HELD AT 179 WESTCHESTER AVENUE, POUND RIDGE, NEW YORK, AND VIA ZOOM VIDEOCONFERENCE, COMMENCING AT 7:30 PM

PRESENT: SUPERVISOR KEVIN HANSAN
DEPUTY SUPERVISOR/COUNCILPERSON DIANE BRIGGS
COUNCILPERSON ALISON BOAK
COUNCILPERSON NAMASHA SCHELLING
COUNCILPERSON DANIEL PASCHKES

ALSO

PRESENT: TOWN ATTORNEY WILLIAM HARRINGTON
TOWN CLERK ERIN TROSTLE

I. CALL TO ORDER OF REGULAR MEETING

Supervisor Hansan called the meeting to order at 7:35 pm.

II. ANNOUNCEMENTS

- Donations to the toiletry drive sponsored by State Senator Shelley Mayer and the Pace Women's Justice Center in recognition of Sexual Assault Awareness Month will be accepted at the Town House through Friday, April 25.
- The Conservation Board's Big Spring Clean will take place April 25-27. Place bags at the end of your driveway for pickup on Monday, April 28.
- The Conservation Board will also sponsor a tree and compost giveaway at the Market on April 27. Residents can choose from a silver maple, river birch, white cedar, or winterberry. Be sure to bring your own bucket for compost.
- Also on April 27, the Pound Ridge Partnership will host an Eco Afternoon at the Market Square to highlight earth-friendly initiatives.
- The Pound Ridge Business Association's "Made in New York" outdoor market will be held at the Village Green on April 27 as well.
- All residents are invited to attend the Pound Ridge Historical Society's annual meeting at 1 pm on April 27 at Conant Hall. That date also marks the opening of a new exhibit titled "Then and Now in Pound Ridge" at the Pound Ridge Museum.
- Wooffstock and the Pound Ridge Community Church are sponsoring a "Party with a Purpose" at Conant Hall on Saturday, April 26, as a fundraiser to support animal rescue efforts.

III. MINUTES

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Schelling, all voting aye, to approve the minutes of the April 1, 2025 Town Board meeting.

IV. PUBLIC COMMENT I

Resident John Nathan, of 155 Upper Shad Road, commented on the ongoing lawsuit he filed last year against the town and against the members of the Town Board.

Resident Ellen Ivens, of 173 Salem Road, who is also a member of the Water Wastewater Task Force, described data on PFAS in the business district and the town's response to this public health issue.

Resident Roslyn Stone-Pollack, of 22 Beech Hill Lane, praised efforts to address longstanding water-related problems in the business district.

V. OLD BUSINESS – Update regarding *Donna P. Simons v. NYS EFC et al.*

Town Attorney Harrington said that a resident has filed an Article 78 proceeding against the New York State Environmental Facilities Corporation and the New York State Department of Health challenging the award of \$7.6 million in grant funding to the town. The plaintiff alleges that the grant award was arbitrary and capricious because the EFC relied on inaccurate or manipulated data. Attorney Harrington explained that although the town was not initially a party to the lawsuit, it is a necessary party, and thus the town has moved to intervene and has simultaneously moved to have the lawsuit dismissed.

VI. PUBLIC HEARINGS

A. Verizon New York Franchise Agreement

Attorney Harrington explained that the agreement to be considered is a five-year extension of the existing agreement.

Board Action: Motion by Councilperson Boak, seconded by Councilperson Paschkes, all voting aye, to open the public hearing on the franchise agreement between Verizon New York and the Town of Pound Ridge.

Resident Bill Braverman, of 14 Lower Shad Road, asked why the amount paid to the town by Verizon has not increased since the previous agreement. Attorney Harrington explained that the rate is governed by federal regulations.

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Briggs, all voting aye, to close the public hearing.

RESOLUTION 104-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the cable franchise renewal agreement by and between the Town of Pound Ridge, New York and Verizon New York Inc. dated April 15, 2025.

B. Draft 2024 Annual MS4 Report and Stormwater Management Program Plan

Board Action: Motion by Councilperson Boak, seconded by Councilperson Briggs, all voting aye, to open the public hearing on the draft 2024 Annual MS4 Report and Stormwater Management Program Plan.

Supervisor Hansan explained that the town is required to manage stormwater runoff. The 2024 Annual MS4 Report and Stormwater Management Program Plan, which have been prepared and filed in the Town Clerk's office, detail the town's compliance activities.

Councilperson Paschkes pointed out that the plan should show Bill Bedford rather than Stuart Greenbaum as chair of the Water Control Commission.

Councilperson Boak asked whether having a municipal water supply would impact the plan in the future. Town Engineer Jason Pitingaro said that there would not be an impact. He also said that the report would be updated to include the name of the current chair of the Water Control Commission.

Ms. Ivens asked how the plan would reflect changing precipitation patterns. Town Engineer Pitingaro said that the plan does take those changes into account.

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, all voting aye, to close the public hearing.

RESOLUTION 105-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby accepts the 2024 Annual MS4 Report and Stormwater Management Program Plan as amended.

VII. NEW BUSINESS

A. Supervisor

1. Appointment of Daniel Maldonado and Michael Bonacci

RESOLUTION 106-25

Board Action: Motion by Councilperson Boak, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby appoints Daniel Maldonado and Michael Bonacci as part-time Police Officers effective immediately at an hourly rate of \$44.26/hour.

2. RFQ for cleanup and junk removal services

RESOLUTION 107-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby authorizes the release of a request for quotes for cleanup and junk removal services at 22 Sherwood Road.

B. Recreation Department

1. Coach bus trips for Teen Travel Camp

RESOLUTION 108-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the following expenditures for coach bus trips for Teen Travel Camp:

<u>Date</u>	<u>Destination</u>	<u>Cost</u>
July 2	Marquis Theater (New York, NY)	\$1,720
July 11	Six Flags New England (Agawam, MA)	\$2,160
July 23	Citi Field (Queens, NY)	\$1,620
July 23	American Dream Mall (East Rutherford, NJ)	\$1,640
July 31	Yankee Stadium (Bronx, NY)	\$1,620
August 4	Mystic Aquarium (Mystic, CT)	\$2,240
August 7	Six Flags Great Adventure (Jackson, NJ)	\$2,240

2. Purchase of tee shirts and pint glasses

RESOLUTION 109-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the purchase of Day Camp and Teen Travel Camp tee shirts, pool and camp staff shirts, and 5K Road Race tee shirts and pint glasses from Diamondback Sportswear at a total price of \$7,608.25.

C. Town Clerk

1. Sale of cemetery plot

RESOLUTION 110-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Paschkes, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the sale of Plot 108-B in Section 3 to former Pound Ridge residents Elizabeth Mulleavey, of 235 East 50th Street, San Bernardino, CA 92404, and Anthony Tacinelli, of 153 Smith Ridge Road, South Salem, NY 10590, at a price of \$1,000.

2. Standard Work Day forms

RESOLUTION 111-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Paschkes, all voting aye on the following:

RESOLVED, that the Town Board hereby establishes standard work days for elected and appointed officials as follows:

NAME	TITLE	CURRENT TERM	STANDARD WORKDAY	ROA RESULT	PAY FREQUENCY
Kevin Hansan	Town Supervisor	01.01.24–12.31.25	6 hours	31.06	biweekly
Matthew Brotmann	Town Justice	01.01.24–12.31.27	6 hours	1.70	quarterly
Renée Motola	Town Justice	01.01.22–12.31.25	6 hours	1.50	quarterly
William Harrington	Town Attorney	01.01.25–12.31.25	6 hours	2.31	biweekly
John Loveless	Deputy Town Attorney	01.01.25–12.31.25	6 hours	3.00	biweekly
Namasha Schelling	Town Councilperson	01.01.24–12.31.27	6 hours	7.84	quarterly
Diane Briggs	Town Councilperson	01.01.22–12.31.25	6 hours	4.79	quarterly
Daniel Paschkes	Town Councilperson	01.01.22–12.31.25	6 hours	3.50	quarterly
Alison Boak	Town Councilperson	01.01.24–12.31.27	6 hours	3.48	quarterly
Drifa Segal	Receiver of Taxes	01.01.22–12.31.25	7 hours	21.67	biweekly
Erin Trostle	Town Clerk	01.01.24–12.31.27	7 hours	21.67	biweekly

3. Request for outdoor dining at the Inn at Pound Ridge

The matter was referred to the Planning Board for its review and recommendation.

4. Special event permit for Juneteenth concert

RESOLUTION 112-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby approves a special event permit for a Juneteenth Concert to be held on Thursday, June 19, at the Village Green.

5. Seasonal special use permits for outdoor dining in Scotts Corners

RESOLUTION 113-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Paschkes, all voting aye on the following:

RESOLVED, that the Town Board hereby approves seasonal special use permits for outdoor dining for the following Scotts Corners restaurants:

- Asia Hamachi
- Blind Charlie's
- DiNardo's
- The Kitchen Table
- La Familia
- North Star

6. Addendum to Highway bids

RESOLUTION 114-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby awards contracts for single-stream recyclable materials as follows:

<u>Vendor</u>	<u>Item</u>	<u>Location</u>	<u>Rate</u>
CRP	3 cans w/ weekly pickup	179 Westchester Avenue	\$95.00/month
Win-Waste	4-yard container w/ weekly pickup	199 Westchester Avenue	\$173.98/month

7. Plan It Wild Installation

RESOLUTION 115-25

Board Action: Motion by Councilperson Boak, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the installation of a native pollinator garden in Lions Park by Plan It Wild.

8. Monthly reports

The following reports have been filed in the Town Clerk's office and are available for public inspection and copying:

- March 2025 Building Department report
- March 2025 Tax Receiver report
- March 2025 Town Clerk report

D. Conservation Board - Arbor Day Proclamation

RESOLUTION 116-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Briggs, all voting aye on the following:

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the 2025 Arbor Day proclamation.

E. Assessor – Proposed amendment to first responder exemption

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Boak, the motion passing with Councilperson Paschkes abstaining to call for a public hearing on May 6, 2025 on proposed amendments to the tax exemption for volunteer firefighters and ambulance service members.

VIII. PUBLIC COMMENT II

Resident Norman Bernstein, of 2 Pheasant Road, posed several questions related to *Simons v. NYS EFC et al.* and to the town's WIIA grant application and asked that they be answered at the May 6 Town Board meeting.

Mark Gjelaaj, owner of the Barnwell Center at 56 Westchester Avenue, expressed strong support for the water district project.

Resident Alex Goldfarb, of 24 Patterson Road, said that the Planning Board should review traffic patterns at the Inn at Pound Ridge.

Resident James Best, of 8 Fox Hill Road, who is also co-chair of the Water Wastewater Task Force, said it is hard to understand the opposition to a project to bring to clean water to the business district.

Arik Efros, an owner of Eva Scrivo Salon in the Barnwell Center, said that having a reliable water supply is crucial for a hair salon.

Resident Nick Cianciola, Sr., of 29 Autumn Ridge Road, expressed concern that the town's financial advisor may not have been adequately vetted.

IX. FINANCIAL MATTERS – Pay bills

RESOLUTION 117-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, the motion passing 4–0 with Councilperson Schelling abstaining, on the following:

RESOLVED, that the Town Board hereby authorizes the Supervisor to pay the following claims as detailed in Abstract 08-2024:

Fund	Claim Numbers	Total Amount
General Fund	A00291–A000357	\$126,444.01
Highway Fund	D00074–D00084	\$13,021.66
Trust & Agency Fund	AT00023–AT00029	\$5,235.00

X. ADJOURNMENT: There being no further business to come before the Town Board, Supervisor Hansan adjourned the meeting at 8:50 pm.

Erin Trostle, Town Clerk
Dated at Pound Ridge, New York
April 24, 2025

Town of Pound Ridge

Diane Briganti, Assessor

Tel.: 914-764-3980

Fax: 914-764-0102



MEMORANDUM

TO: KEVIN HANSAN SUPERVISOR, AND THE TOWN BOARD

FROM: DIANE BRIGANTI, ASSESSOR

DATE: APRIL 1, 2025

**SUBJECT: COUNTY LAW AMENDING RP 466A, TAX EXEMPTION FOR
VOLUNTEER FIRE AND AMBULANCE SERVICE MEMBERS**

Request to locally adopt recent change to County Law:

- 1. To continue this exemption in the case of certain un-remarried spouses of deceased volunteers.**
- 2. With 2 or more years of service, and residency within the town, the town provides the tax exemption to volunteer fire and ambulance workers who volunteer anywhere in the County. Previously provided only to those who lived and volunteered within the town.**

Diane Briganti
Assessor


LOCAL LAW INTRO. NO. 24 - 2025

A LOCAL LAW amending the Laws of Westchester with respect to a Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Service Members.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. Section 475.01 of the Laws of Westchester County is amended to read as follows:

Sec. 475.01. Purpose



The purpose of this Chapter is to provide volunteer firefighters and volunteer ambulance service members, who are qualified real property owners, with the tax exemption authorized by Section 466 a of the Real Property Tax Law, and to continue this exemption in the case of certain un-remarried spouses of deceased volunteers pursuant to that law. The exemptions authorized by this Chapter are subject to all the qualifications and limitations set forth in Sections 466-a and 466-] of the Real Property Tax Law.

Section 2. Section 475.21 of the Laws of Westchester County is amended to read as follows:

Sec. 475.21. Qualifications and Limitations upon Exemption.

Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service residing in the County of Westchester unless:

- (a) the ~~applicant resides in the city, town, or village which is served by such~~ incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service for which the applicant serves is located within the County of Westchester;

- (b) the property is the primary residence of the applicant;
- (c) the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this Chapter;
- (d) the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for at least two years. It shall be the duty of each incorporated volunteer fire company, fire department, and incorporated voluntary ambulance service to file an affidavit of a responsible officer annually, prior to the applicable taxable status date, with the assessor or other appropriate agency, department, or office of each assessing unit served by such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service listing its enrolled members with two or more years of service. Each incorporated volunteer fire company, fire department, and incorporated voluntary ambulance service shall also file such an affidavit with any other jurisdiction within the County of Westchester, upon request of an enrolled member or the assessor of that jurisdiction.

Section 3. This Local Law shall take effect immediately and shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after such date.

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

I HEREBY CERTIFY that I have compared the foregoing Local Law, Local Law Intro No. 24 - 2025, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Local Law, which was duly adopted by the County Board of Legislators, of the County of Westchester on March 24, 2025, and approved by the County Executive on March 25, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 26th day of March, 2025.

Malika Vanderberg

Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York



LOCAL LAW INTRO NO. 24 - 2025

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending adoption of "A LOCAL LAW amending the Laws of Westchester County with respect to a Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Services Members."

Your Committee recognizes that volunteer firefighters and ambulance workers provide a significant benefit to residents and taxpayers through their countless hours of service protecting our communities. Accordingly, in conformance with New York State Real Property Tax Law ("Real Property Tax Law") Section 466-a, the County enacted Chapter 475 of the Laws of Westchester County ("Chapter 475") authorizing a ten (10) percent tax exemption for volunteer firefighters and volunteer ambulance service members with two (2) or more years of service. In order to qualify for the exemption under Section 466 a/Chapter 475, a volunteer had to serve in an organization that provided services where the volunteer lived.

Your Committee is informed that, The Real Property Tax Law was amended to add a new Section 466-l. This Section allows local jurisdictions to expand the tax exemption where the property owner serves in a neighboring municipality.


Your Committee has been advised that, if adopted, the attached Local Law would amend Chapter 475 to expand the County's existing exemption to cover individuals who volunteer anywhere in the County. By expanding the opportunity to provide this critical tax exemption, it will help improve recruitment and retention of our volunteer fire and ambulance services.

Your Committee is advised that the proposed Local Law does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Based on the foregoing, your Committee recommends the passage of this Local Law.

Dated 2025
White Plains, New York


2/12
Vedat Jasli
Benjamin Boyer II
Margaret A. Cyio

Vedat Jasli


Legislation
2/3/25

COMMITTEE ON

Public Safety
2/4/25

Dated: February 3, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive, flowing style with a large, stylized "S" at the end.

COMMITTEE ON

Legislation

Dated: February 4, 2025

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Margaret A. Cunzio

COMMITTEE ON

Public Safety

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemption-Volunteer Firefighters ☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: A Local Law amending the Laws of Westchester County with respect to a Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Services Members.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: January 17, 2025

Reviewed By 
PH

Budget Director

Date: 1/17/25

Town of Pound Ridge Highway Dept.

MEMO

Date: May 1, 2025

To: Town Board

From: Highway Dept.

Members of the Board,

This memo is to get your approval to advertise and hire 2 Flagger/summer help. I checked with finance and we have money budgeted for this ,the hourly rate is \$16.50.

Thanks, Vinnie Duffield

Highway Supt.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-94808-1

3/10/2025 10:06 AM

4/1/2025

Client:

Town of Pound Ridge, NY

Bill To:POUND RIDGE TOWN (WESTCHESTER
COUNTY), NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
				Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Group Training	3 seats of pre-scheduled joint training sessions up-to 3-hours per session
1.00	Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.
1.00	Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated
1.00	Migration Standard Implementation	Includes full setup and configuration of website design selected from 1 of 5 layout options

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SSL Management CivicPlus Provided Renewal	SSL Management CivicPlus Provided Renewal
1.00	Starter Hosting and Security Annual Fee Renewal	Starter Hosting and Security Annual Fee Renewal

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Annual Fee Renewal	DNS and Domain Hosting Annual Fee Renewal
1.00	Municipal Websites Central: Starter Premium Annual Fee Renewal	Municipal Websites Central : Starter Standard Annual Fee

Total Investment - Initial Term	USD 2,205.00
Annual Recurring Services (Subject to Uplift)	USD 4,000.00

Initial Term	4/1/2025 - 3/31/2026, Renewal Term 4/1 each calendar year
Initial Term Invoice Schedule	100% invoiced on Initial Term start date.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-94808-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: April 30, 2025
Re: Permit application for Trivia Night

Please review the attached special event permit application for a proposed Trivia Night to be held at the Village Green on Saturday, June 14 (no rain date). The event will be substantially similar to previous ones put on by the same organizers.

Please note that a permit has already been approved for the same day and location for the Pound Ridge Bake-Off, but that event will be finished by 1:00 pm, so there isn't a conflict. The Bake-Off tent isn't scheduled to be removed until June 16, but the Trivia Night organizers say this won't be a problem.



SPECIAL EVENT APPLICATION REVIEW

EVENT: Trivia Night 6/14/25 6-9pm Village Green DATE: April 29, 2025

I have reviewed the Special Event Permit Application for the event indicated above.

SIGNATURE:  NAME: Thomas D. Mulcahy, Chief of Police

DEPARTMENT:

☒ POLICE DEPARTMENT ☐ BUILDING DEPARTMENT ☐ FIRE DEPARTMENT
☐ MAINTENANCE DEPARTMENT ☐ RECREATION DEPARTMENT ☐ EMERGENCY SERVICES
☐ HIGHWAY DEPARTMENT ☐ OTHER (PLEASE SPECIFY): _____

APPROVAL/CONDITIONS:

☐ APPROVED ☐ DISAPPROVED

☒ APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Based on duration and size of event, officers working on shift that day will be advised of event and make
Periodic checks.

FOR TOWN DEPARTMENTS ONLY:

STAFFING NEEDED:	_____	STAFFING COST:	\$ _____
EQUIPMENT NEEDED:	_____	EQUIPMENT COST:	\$ _____
OTHER COST ITEMS:	_____	OTHER COST:	\$ _____
		TOTAL COST:	\$ 0

Please return completed review forms to the Town Clerk (townclerk@townofpoundridge.com).

7. Attend the Town Board meeting when your application is being considered.
8. If the application is approved, you will receive an application approval form that will list any conditions that need to be met before the permit can be issued.
9. If approval is conditional, provide documentations that the conditions have been met in order to receive a permit.

APPLICANT INFORMATION

The **applicant** is the individual, group, or entity organizing the event. Examples of applicant **type** include nonprofit organization, town board or commission, school club, etc.

Applicant name: Katherine Long and Dan Villalon
 Applicant type: Trivia night (community event)
 Address: 34 S Bedford Rd
 Pound Ridge NY 10567
 Mailing address: (same)
 Phone number: 917-678-9168
 Email address: katherinerlong@gmail.com

EVENT INFORMATION

In addition to indicating event **type** (eg, street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event **purpose** include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. **If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.** Identify all locations where event activity will take place, including parking.

Event name: Trivia Night
 Event type: Community Spirit
 Description: Hosting trivia
 Purpose: Have fun, learn something, any proceeds to be donated to the village green (after prizes awarded)

Event date:

June 14, 2025

Alternate date:

n/a

Event start time:

6:00 pm

Event end time:

9:00 pm

Setup start time:

5:30 pm

Setup end time:

6:30 pm

Takedown start:

9:00 pm

Takedown end:

9:30 pm

Location(s):

The Village Green (77 Westchester Avenue)

On private property?

☐ Yes☒ No

Parking location(s):

Anywhere in town

On private property?

☐ Yes☒ No

Road closure(s) requested:

no

Closure times requested:

N/A

Admission fee?

☒ Yes☐ No

Parking fee?

☐ Yes☒ No

VENDORS/LICENSES

If the answer to any of the questions below is yes, you must also complete the **Vendor/License Information Form**. If you are unable to complete the form at the time application is submitted, please note that a complete form will be required before the permit can be granted.

Will the event include food and/or beverage vendors?

☒ Yes☐ No

1

Number, if any (Kitchen Table)

Will any food or beverages be served without charge in conjunction with the event?

☐ Yes☒ No

Will the event include non-food vendors?

☐ Yes☒ No

Number, if any

Will the event include alcoholic beverage vendors?

☒ Yes☐ No

Number, if any

Will any alcohol be served without charge in conjunction with the event?

☐ Yes ☒ No

Will the event include gambling of any kind?

☐ Yes ☒ No

CONTACTS

Primary contact name:	Katherine long		
Cell phone number:	917-678-9168	Email address:	katherinerlong@gmail.com
Event day contact name:	See above		
Cell phone number:		Email address:	
Weather contact name:	See above		
Cell phone number:		Email address:	

LOGISTICS

CROWD MANAGEMENT

Anticipated attendance:	~30-45 people		
Describe crowd control plan:	It is RSVP, so we will cap at 45		
Describe perimeter control plan:	Not needed		
Emergency services be present?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will event be ADA compliant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

VOLUNTEERS

Indicate number of volunteers:	No
Describe role(s) of volunteers:	No

SANITATION/GARBAGE

Portable toilets provided?

	Yes	X	No
--	-----	---	----

If so, how many?

Garbage/recycling bins provided?

	Yes	X	No
--	-----	---	----

Describe garbage/recycling plan:

Use garbage bins in town
(and Vendor will take care of their garbage)

NEIGHBORHOOD IMPACT/NOTIFICATION

Will there be noise impacts?

	Yes	x	No
--	-----	---	----

If so, will there be amplified music?

	Yes	x	No (microphone for the trivia MCing)
--	-----	---	--------------------------------------

Will there be light impacts?

	Yes	x	No
--	-----	---	----

Have neighbors been notified?

	Yes	x	No
--	-----	---	----

STRUCTURES/SAFETY

Tents or canopies?

	Yes	x	No
--	-----	---	----

If yes, please describe:

Stage or other structures?

	Yes	x	No
--	-----	---	----

If yes, please describe:

Fireworks or open flame?

	Yes	x	No
--	-----	---	----

If yes, please describe:

UTILITIES

Water access needed?

	Yes	x	No
--	-----	---	----

If yes, please describe:

Electricity needed?

X	Yes		No
---	-----	--	----

If yes, please describe:

Microphone amp

WiFi access needed?

Yes

X

No

If yes, indicate number of users:

PROMOTION

Banner permission requested?

Yes

X

No

If so, indicate location and dates:

Other signage?

Yes

X

No

If so, please describe:

TOWN RESOURCES

Town bus needed?

Yes

X

No

If so, please indicate time period:

Barricades or cones needed?

Yes

X

No

If so, please specify:

Other town-owned property needed?

Yes

X

No

If so, please specify:

OUTSIDE RESOURCES

Outside bus transportation?

Yes

X

No

If so, please describe:

Outside parking assistance?

Yes

X

No

If so, please describe:

Other outside resources?

Yes

X

No

If so, please describe:

SUPPORTING DOCUMENTS

Please indicate which supporting documents you are providing, including review forms being submitted directly by the reviewers.

MAPS/PLANS

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Event map (may incorporate parking/traffic plan)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Parking/traffic plan (may be separate from event map)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Weather plan (cancel if rains)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Vendor List (and applicable licenses or permits)

REVIEW FORMS

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Police Department review form
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Highway Department review form
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Maintenance Department review form
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Building Department review form
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Recreation Department review form
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Fire Department review form
<input type="checkbox"/> Yes	<input type="checkbox"/> No	EMS review form
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Other review form

LEGAL DOCUMENTS

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Insurance certificate(s)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Indemnity agreement(s)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Permits/Licenses (other than for vendors)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

OTHER (specify):

DEPOSITS/FEES

Damage deposit paid (indicate amount):

Waiver requested:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

(adopted 04.12.2022)

Application fee paid (indicate amount):

Waiver requested:

☒

Yes

☐

No

ENDORSEMENT

I certify that I have reviewed all application materials and that the information contained therein is, to the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit; that if the application is approved, I must meet any and all conditions specified by the Town Board before a permit can be issued; and furthermore, that under no circumstances may the event take place unless and until a permit has been issued.

Katherine Long

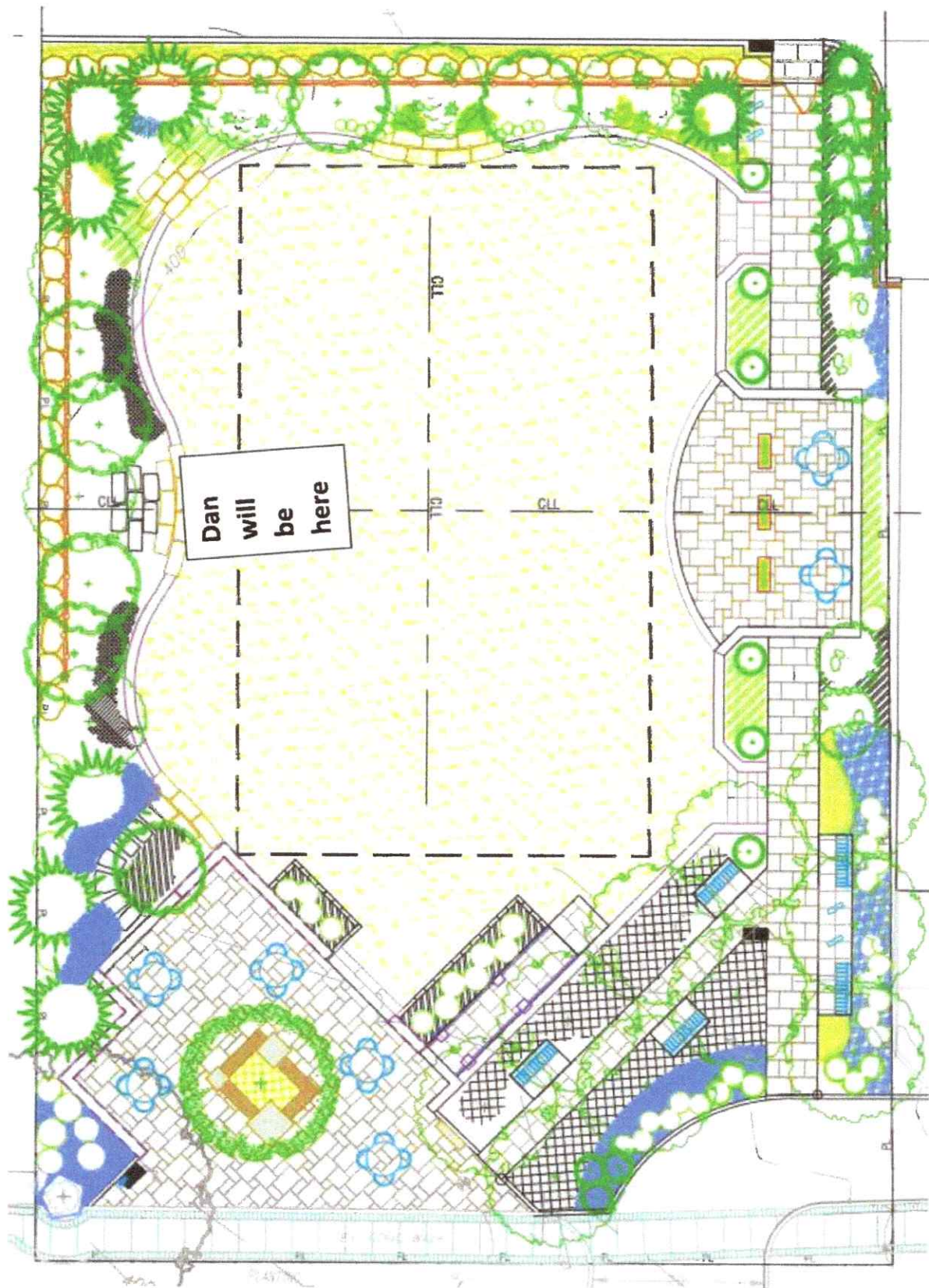
(signature)

4.2.24

(date)

Katherine Long

(printed name)



Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Vinnie Duffield
Date: April 24, 2025
Re: Cemetery plot sales

Please authorize the following cemetery plot sales, all to current Pound Ridge residents:

<u>Plot(s)</u>	<u>Price</u>	<u>Purchasers</u>
Plot 439, Section 3 (two gravesites)	\$2,000	Jeffrey and Susan Fierson 104 Cross Pond Road Pound Ridge, NY 10576
Plots 441 and 442, Section 3 (four gravesites)	\$4,000	Jeffrey and Irene Weintraub 24 Cradle Rock Road Pound Ridge, NY 10576
Plots 445, 446, 447, 448, 460, 461, and 462, Section 3 (fourteen gravesites)	\$14,000	Robert T. and Neta B. Nichols Sacks 58 Kitchawan Road Pound Ridge, NY 10576

CEMETERY PLOT DEED

Two Gravesites – Plot #439, Section 3

This Indenture, made the 6th day of May in the year of our Lord **Two thousand and twenty-five** between the **TOWN OF POUND RIDGE**, a municipal corporation existing under the Laws of the State of New York, party of the first part, and Jeffrey and Susan Fierson, of 104 Cross Pond Road, Pound Ridge, New York 10576, party of the second part,

WITNESSETH, that the party of the first part, in consideration of **Two thousand dollars** to it paid on behalf of the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said party of the second part, their heirs and assigns, the use of the **Plot #439** of land as a place for the burial of the dead in the cemetery of said Town, called "Pound Ridge Cemetery", situated at Pound Ridge, in the County of Westchester; which lots described as **Plot #439** on a certain map entitled "Pound Ridge Cemetery Survey showing Section 3," made by Achille A. Pascale, CE, New Canaan, CT, dated December 18, 1996, and recorded in the office of the Clerk of Westchester County (Division of Land Records) on the 26th day of February, 1997, and known as map number **25894**.

TO HAVE AND TO HOLD, the above granted premises to the said party of the second part, their heirs and assigns, forever; subject, however that burial shall be in concrete or metal vault and all foundations for monuments shall be of poured concrete, not less than 42" in depth, and subject to the conditions, restrictions, rules, and regulations heretofore affecting this cemetery or as may be hereafter passed by the Town of Pound Ridge, its successors or assigns, for the government and control of the use of the **Plot #439** hereby hold, and subject also to the Laws of the State of New York relating to the use and ownership of lots and graves in cemeteries created under the Laws of said State. This instrument may not be sold, assigned, conveyed, or transferred to any person, corporation, partnership, or other entity. Unused plots shall be transferable only to the Town of Pound Ridge with the repurchase price in such case to be the original purchase price but in no case less than \$150.00 per plot.

IN TESTIMONY WHEREOF, the said party of the first part has caused this DEED to be signed by its Supervisor and Town Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

(LS)
SUPERVISOR Town of Pound Ridge, New York

(LS)
TOWN CLERK Town of Pound Ridge, New York

State of New York }
County of Westchester } ss:
Town of Pound Ridge }

On the 6th day of May, Two thousand and twenty-five, before me came Kevin C. Hansan and Erin Trostle, to me known, who being by me duly sworn, did depose and say that they reside in the Town of Pound Ridge, NY, that they are the Supervisor and Town Clerk respectively of the Town of Pound Ridge, NY, the municipal corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Pound Ridge, NY; and that they signed their names thereto by like order.

Notary Public

CEMETERY PLOT DEED

Four Gravesites – Plots #441 and #442, Section 3

This Indenture, made the 6th day of May in the year of our Lord Two thousand and twenty-five between the **TOWN OF POUND RIDGE**, a municipal corporation existing under the Laws of the State of New York, party of the first part, and Jeffrey and Irene Weintraub, of 24 Cradle Rock Road, Pound Ridge, New York 10576, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Four thousand dollars to it paid on behalf of the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said party of the second part, their heirs and assigns, the use of the **Plots #441 and #442** of land as a place for the burial of the dead in the cemetery of said Town, called "Pound Ridge Cemetery" situated at Pound Ridge, in the County of Westchester, which lots described as **Plots #441 and #442** on a certain map entitled "Pound Ridge Cemetery Survey showing Section 3," made by Achille A. Pascale, CE, New Canaan, CT, dated December 18, 1996, and recorded in the office of the Clerk of Westchester County (Division of Land Records) on the 26th day of February, 1997, and known as map number **25894**.

TO HAVE AND TO HOLD, the above granted premises to the said party of the second part, their heirs and assigns, forever; subject, however that burial shall be in concrete or metal vault and all foundations for monuments shall be of poured concrete, not less than 42" in depth, and subject to the conditions, restrictions, rules, and regulations heretofore affecting this cemetery or as may be hereafter passed by the Town of Pound Ridge, its successors or assigns, for the government and control of the use of the **Plots #441 and #442** hereby hold, and subject also to the Laws of the State of New York relating to the use and ownership of lots and graves in cemeteries created under the Laws of said State. This instrument may not be sold, assigned, conveyed, or transferred to any person, corporation, partnership, or other entity. Unused plots shall be transferable only to the Town of Pound Ridge with the repurchase price in such case to be the original purchase price but in no case less than \$150.00 per plot.

IN TESTIMONY WHEREOF, the said party of the first part has caused this DEED to be signed by its Supervisor and Town Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

_____(LS)
SUPERVISOR Town of Pound Ridge, New York

_____(LS)
TOWN CLERK Town of Pound Ridge, New York

State of New York }
County of Westchester } ss:
Town of Pound Ridge }

On the 6th day of May, Two thousand and twenty-five, before me came Kevin C. Hansan and Erin Trostle, to me known, who being by me duly sworn, did depose and say that they reside in the Town of Pound Ridge, NY, that they are the Supervisor and Town Clerk respectively of the Town of Pound Ridge, NY, the municipal corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Pound Ridge, NY; and that they signed their names thereto by like order.

Notary Public

CEMETERY PLOT DEED

Fourteen Gravesites – Plots #445, #446, #447, #448, #460, #461, and #462, Section 3

This Indenture, made the 6th day of May in the year of our Lord Two thousand and twenty-five between the **TOWN OF POUND RIDGE**, a municipal corporation existing under the Laws of the State of New York, party of the first part, and Robert T. Sacks and Neta B. Nichols Sacks, of 58 Kitchawan Road, Pound Ridge, New York 10576, party of the second part,

WITNESSETH, that the party of the first part, in consideration of **Fourteen thousand dollars** to it paid on behalf of the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said party of the second part, their heirs and assigns, the use of the **Plots #445, #446, #447, #448, #460, #461, and #462** of land as a place for the burial of the dead in the cemetery of said Town, called "Pound Ridge Cemetery" situated at Pound Ridge, in the County of Westchester; which lots described as **Plots #445, #446, #447, #448, #460, #461, and #462** on a certain map entitled "Pound Ridge Cemetery Survey showing Section 3," made by Achille A. Pascale, CE, New Canaan, CT, dated December 18, 1996, and recorded in the office of the Clerk of Westchester County (Division of Land Records) on the 26th day of February, 1997, and known as map number **25894**.

TO HAVE AND TO HOLD, the above granted premises to the said party of the second part, their heirs and assigns, forever; subject, however that burial shall be in concrete or metal vault and all foundations for monuments shall be of poured concrete, not less than 42" in depth, and subject to the conditions, restrictions, rules, and regulations heretofore affecting this cemetery or as may be hereafter passed by the Town of Pound Ridge, its successors or assigns, for the government and control of the use of the **Plots #445, #446, #447, #448, #460, #461, and #462** hereby hold, and subject also to the Laws of the State of New York relating to the use and ownership of lots and graves in cemeteries created under the Laws of said State. This instrument may not be sold, assigned, conveyed, or transferred to any person, corporation, partnership, or other entity. Unused plots shall be transferable only to the Town of Pound Ridge with the repurchase price in such case to be the original purchase price but in no case less than \$150.00 per plot.

IN TESTIMONY WHEREOF, the said party of the first part has caused this DEED to be signed by its Supervisor and Town Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

_____(LS)
SUPERVISOR Town of Pound Ridge, New York

_____(LS)
TOWN CLERK Town of Pound Ridge, New York

State of New York }
County of Westchester } ss:
Town of Pound Ridge }

On the 6th day of May, Two thousand and twenty-five, before me came Kevin C. Hansan and Erin Trostle, to me known, who being by me duly sworn, did depose and say that they reside in the Town of Pound Ridge, NY, that they are the Supervisor and Town Clerk respectively of the Town of Pound Ridge, NY, the municipal corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Pound Ridge, NY; and that they signed their names thereto by like order.

Notary Public

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: May 1, 2025
Re: Software upgrade for online dog licensing

To enhance service to residents and increase staff efficiency, I would like to add an online dog licensing module to the existing BAS Clerk software, which is the platform used to track all Town Clerk revenue.

Currently, the only way residents can obtain or renew a dog license is to mail a check or appear in person between the hours of 9:00 am and 4:30 pm on weekdays. The proposed upgrade would enable residents whose dog has current rabies information on file to renew the license online at any time of day and to pay by credit card. It will also significantly reduce staff time devoted to dog licensing.

I investigated several alternatives to the BAS upgrade. One would have required moving to a completely different platform, and the other would have required outsourcing all dog licensing activity at considerable expense. Like many clerks in nearby communities, I determined that adding a module to BAS would be the simplest and most cost-effective option.

The cost of the BAS online dog licensing module would be \$1,635 for the first year and \$425 each year thereafter.

The preferred credit card processor for BAS is CSG Forte. The only charge associated with using Forte is a processing fee of 3% per transaction, with a minimum charge of \$1. Since our dog licensing fees remain low, no one will pay a processing fee greater than \$1 to renew a license online. Given that this is only slightly more than the cost of a stamp, I am proposing that the fee be passed along to residents.

To implement the software upgrade, I need to request the following:

1. A budget transfer of \$1,700 from Contingency to the 1410.0418 line
2. Approval for the attached agreements with Edmunds GovTech and CSG Forte

Customer:	Pound Ridge Town	Sales Order	
Customer Address:	179 Westchester Avenue Pound Ridge, NY 10576	Order #:	00009795
Customer County:	Westchester	Sales Order Date:	February 12, 2025
Customer Admin Contact:	Erin Trostle	Effective Date:	Date of customer signature below
Customer Admin Phone:	914-764-5511	New/Add-On:	Add-on Simple
Customer Admin Email:	townclerk@townofpoundridge.com	Sales Rep:	Shane Ireland

Investment Summary

Software Services - License	\$825.00
Professional Services - Implementation	\$385.00
Support Services	\$425.00
Year 1 Investment:	\$1,635.00

Summary Notes

One-time License Fees: 100% will be due upon execution of the contract (Effective Date).

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Support Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software Services - License	Amount
Clerk Online Dogs	\$825.00
One-Time Fees:	\$825.00

Professional Services - Implementation	Amount
Clerk Online Dogs Implementation	\$385.00

Professional Services - Implementation	Amount
One-Time Fees:	\$385.00

Support Services	Amount
Clerk Online Dogs Maintenance	\$425.00
Annual Fees:	\$425.00

Software Services - License Notes	Customer has the rights to use the Software as long as it maintains Support Services in good standing.
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Support Services Notes	<p>The initial Support Services Term shall be months commencing 90 days after the Effective Date.</p> <p>The Support Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.</p>
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Professional Services - Notes	Includes all standard implementations listed under "Professional Services - Implementation".
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Sales Order Notes	
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Please return executed Sales Orders via
DocuSign or Email to:
Edmunds GovTech, Inc.
Email: SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com
Sales Order #: 00009795

BY THE SIGNATURE BELOW, THE UNDERSIGNED CERTIFIES THAT S/HE IS AUTHORIZED TO OBLIGATE CUSTOMER AND EDMUNDS GOVTECH, AS APPLICABLE, AND ACKNOWLEDGES THAT THE SERVICES DESCRIBED IN THIS SALES ORDER ARE GOVERNED BY THE EXISTING LICENSE AGREEMENT BETWEEN CUSTOMER AND EDMUNDS GOVTECH, AS AMENDED HEREBY, WHICH ARE INCORPORATED BY THIS REFERENCE. IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS SALES ORDER AS OF THE DATE WRITTEN ABOVE.

EDMUNDS GOVTECH, INC.

Pound Ridge Town

By: _____	Date: _____	By: _____	Date: _____
Shane Ireland Regional Sales Director		Erin Trostle Clerk	





PRICING FEE SCHEDULE Town of Pound Ridge, NY – Dog Module

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

3.00% of the payment amount with a minimum fee of \$1.00 based upon volume.

Electronic check – online WEB and IVR payments

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping

Select pricing option(s) desired: **Absorbed Pricing**

Service Fee Pricing

Gateway Only Pricing

Absorbed ☐

Dual Bill ☐

☐

☐

*Required Merchant Signature: _____

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 ("FORTE" or "Party"), and _____, with its primary business address at _____ ("AGENCY" or "Party" or "Merchant"), and is effective upon the date last signed below (the "Effective Date"). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House ("ACH"), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents" or "Customer").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY's actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 5 years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE’s pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of _____ without reference to choice of laws rules.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B

ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C

ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E

INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1

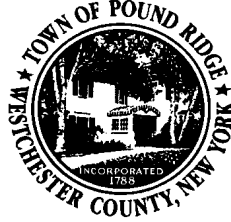
PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: April 28, 2025

Re: Teen Travel School Bus

The Recreation Department is requesting approval to book and pay the cost for the school bus trips. The company Royal Coach Lines came in with the lowest bid for each trip needed. This is within the budget. Please find below a list of dates, locations, and pricing for each coach bus trip.

Pick up & Drop off Location: Pound Ridge Elementary School or Town Park depends on the trips.

45-47 Passengers, 1 School Bus

1. July 1-Dave & Busters, 881 Pelham PKWY, Pelham Manor, NY 10803= \$700
2. July 3-RPM Raceway, 660 West Ave. Stamford CT= \$750
3. July 7- Bronx Zoo, 2300 Southern Blvd, Bronx NY 10460 \$750
4. July 9- White Plains Bowlero, 447 Tarrytown Road, White Plains= \$700
5. July 14- Club Getaway, 59 S Kent Rd, Kent CT 06757 \$825-Drop off
6. July 15- Club Getaway, 59 S Kent Rd, Kent CT 06757 \$825-Pick up
7. July 18- Quassy Park, 2132 Middlebury Rd; Middlebury CT= \$900
8. July 21- Splash Down, 16 Old Rte 9 W, Fishkill NY 12524=\$900
9. July 25-Lake Compounce Amusement & Water Park, 185 Enterprise Dr, Bristol CT 06010 \$1,000
10. July 30, Medieval Time, 149 Polito Ave; Lyndhurst NJ=\$825

Sincerely,

Andrea Russo
Superintendent of Recreation & Parks
arusso@townofpoundridge.com

Royal Coach Lines

2025 Town of Pound Ridge
179 Westchester Avenue; Pound Ridge NY 10576

School Bus Trip Schedule - Teen Travel Camp

Day	Date	Depart From	Destination	Address	Camp Gan Departure Time	Location Departure Time	Cost per Bus*	Notes
Tuesday	1-Jul	Pound Ridge ES	Dave & Busters	881 Pelham Pkwy; Pelham Manor NY 10803	9:00am	1:15pm	\$ 700.00	
Thursday	3-Jul	Pound Ridge Town Park	RPM Raceway	660 West Avenue; Stamford CT 06902	10:15am	2:00pm	\$ 750.00	
Monday	7-Jul	Pound Ridge ES	Bronx Zoo	2300 Southern Blvd; Bronx NY 10460	8:45am	2:00pm	\$ 750.00	
Wednesday	9-Jul	Pound Ridge Town Park	Bowlero	447 Tarrytown Road; White Plains NY 10607	11:00am	2:00pm	\$ 700.00	
Monday	14-Jul	Pound Ridge ES	Club Getaway	59 S Kent Road; Kent CT 06757	8:30am		\$ 825.00	One-way trip
Tuesday	15-Jul	Club Getaway	Pound Ridge ES	7 Pound Ridge Road; Pound Ridge NY 10576	2:00pm		\$ 825.00	One-way trip
Friday	18-Jul	Pound Ridge ES	Quassy Park	2132 Middlebury Rd; Middlebury CT 06762	9:45am	3:00pm	\$ 900.00	
Monday	21-Jul	Pound Ridge ES	Splash Down	16 Old Rte 9 W; Fishkill NY 12524	8:00am	3:00pm	\$ 900.00	
Friday	25-Jul	Pound Ridge ES	Lake Compounce	822 Lake Avenue; Bristol CT 06010	9:15am	3:00pm	\$ 1,000.00	
Wednesday	30-Jul	Pound Ridge ES	Medieval Times	149 Polito Avenue; Lyndhurst NJ 07071	9:00am	2:30pm	\$ 825.00	

School Bus Trip Schedule - Day Camp

Day	Date	Depart From	Destination	Address	Camp Gan Departure Time	Location Departure Time	Cost per Bus*	Notes
Friday	18-Jul	Pound Ridge Town Park	Boundless Adventures	735 Anderson Hill Rd; Purchase NY 10577	8:45am	2:00pm	\$ 700.00	
Friday	25-Jul	Pound Ridge Town Park	Splash Down	16 Old Rte 9 W; Fishkill NY 12524	8:00am	3:00pm	\$ 900.00	Rain date: Monday July 28

***Parking is to be paid directly by the Camp at the time the cost is incurred**

Pick-up/Drop off Locations

Pound Ridge Elementary School 7 Pound Ridge Road; Pound Ridge NY 10576
Pound Ridge Town Park 199 Westchester Avenue; Pound Ridge NY 10576

Andrea Russo

From: First Student Charter 1 <ATLANTICCHARTERQUOTES@firststudentinc.com>
Sent: Monday, April 14, 2025 11:25 AM
To: Andrea Russo
Subject: Teen Travel Camp Trip updates
Attachments: Q-266539.pdf; Q-266586.pdf; Q-266686.pdf; Q-266786.pdf; Q-266905.pdf; Q-266914.pdf; Q-266917.pdf

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

Good morning Andrea,

I have updated all the Teen Travel Camp trips to be one bus !

Below is a list of trips, quote number and prices as requested. I have also attached all quotes to this email.
If you would like to get these trips booked, please give us a call !

1. 7/01- Teen Travel Camp Dave & Busters BUS 1 - Q-266539- \$982.53
2. 7/03- Teen Travel Camp RPM RACEWAY BUS 1- Q-266586- \$855.98
3. 7/07- Teen Travel Camp Bronx Zoo BUS 1 - Q-266686- \$1,138.61
4. 7/09-Teen Travel Camp Bowlero BUS 1- Q-266786- \$792.70
5. 7/14 - Teen Travel Camp OVERNIGHT Trip- Club Getaway BUS 1 - Q-266905- \$712.54
6. 7/15 -Teen Travel Camp Overnight pick up- Club Getaway BUS 1- Q-266914- \$712.54
7. 7/18- Teen Travel Camp Quassy Park BUS 1 -Q-266917- \$1077.45

Thank you,



First Student, Inc.
Office: 800-774-3885
Zone 1 | East & South US
www.firstcharterbus.com

Focus on Safety | Care for Our Students | Foster Teamwork
Set the Highest Standards | Surpass Customer Expectations



This email (and any attachment) is intended solely for the addressee and may contain confidential information. If you have received this email in error, please notify us immediately and delete it. Reading, disclosing, copying or disseminating any portion of this transmission without authorization is prohibited.



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8138
Trip Date: 01-Jul-2025
Group: Dave & Busters Pelham

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept
179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025
Total Vehicles: 1
Salesperson: Melissa Fitzgibbon

School Bus

1 x \$820.00 = \$820.00

Arrive Pick Up Location	01-Jul-2025 9:00 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Depart Pick Up Location	01-Jul-2025 9:00 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Arrive Destination / Drop Off Location	01-Jul-2025 10:00 AM	Dave & Buster's	881 Pelham Pkwy Pelham, NY 10803-2710
Depart Destination Location	01-Jul-2025 1:15 PM	Dave & Buster's	881 Pelham Pkwy Pelham, NY 10803-2710
Return Drop Off Location	01-Jul-2025 2:30 PM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576

Total: \$820.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8139
Trip Date: 03-Jul-2025
Group: RPM Raceway Stamford

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept

179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025

Total Vehicles: 1

Salesperson: Melissa Fitzgibbon

School Bus

1 x \$695.00 = \$695.00

Arrive Pick Up Location	03-Jul-2025 10:15 AM	Pound Ridge Town Park	199 Westchester Avenue Pound Ridge, NY 10576
Depart Pick Up Location	03-Jul-2025 10:15 AM	Pound Ridge Town Park	199 Westchester Avenue Pound Ridge, NY 10576
Arrive Destination / Drop Off Location	03-Jul-2025 11:00 AM	RPM Raceway Stamford Ct	600 West Ave Stamford, CT 06902-6325
Depart Destination Location	03-Jul-2025 2:00 PM	RPM Raceway Stamford Ct	600 West Ave Stamford, CT 06902-6325
Return Drop Off Location	03-Jul-2025 2:45 PM	Pound Ridge Town Park	199 Westchester Avenue Pound Ridge, NY 10576

Total: \$695.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8140
Trip Date: 07-Jul-2025
Group: Bronx Zoo

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept
179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025
Total Vehicles: 1
Salesperson: Melissa Fitzgibbon

School Bus

1 x \$1,045.00 = \$1,045.00

Arrive Pick Up Location	07-Jul-2025 8:45 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Depart Pick Up Location	07-Jul-2025 8:45 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Arrive Destination / Drop Off Location	07-Jul-2025 10:00 AM	Bronx Zoo	2300 Southern Blvd Bronx, NY 10460
Depart Destination Location	07-Jul-2025 1:30 PM	Bronx Zoo	2300 Southern Blvd Bronx, NY 10460
Return Drop Off Location	07-Jul-2025 3:30 PM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576

Total: \$1,045.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8149
Trip Date: 09-Jul-2025
Group: Bowlero White Plains

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept
179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025
Total Vehicles: 1
Salesperson: Melissa Fitzgibbon

School Bus

1 x \$705.00 = \$705.00

Arrive Pick Up Location	09-Jul-2025 11:00 AM	Pound Ridge Town Park	199 Westchester Avenue Pound Ridge, NY 10576
Depart Pick Up Location	09-Jul-2025 11:00 AM	Pound Ridge Town Park	199 Westchester Avenue Pound Ridge, NY 10576
Arrive Destination / Drop Off Location	09-Jul-2025 12:00 PM	Bowlero White Plains	47 Tarrytown Rd White Plains, NY 10607-1620
Depart Destination Location	09-Jul-2025 2:00 PM	Bowlero White Plains	47 Tarrytown Rd White Plains, NY 10607-1620
Return Drop Off Location	09-Jul-2025 3:00 PM	Pound Ridge Town Park	199 Westchester Avenue Pound Ridge, NY 10576

Total: \$705.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8141
Trip Date: 14-Jul-2025
Group: Club Getaway

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept
179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025
Total Vehicles: 1
Salesperson: Melissa Fitzgibbon

School Bus

1 x \$765.00 = \$765.00

Arrive Pick Up Location	14-Jul-2025 8:30 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Depart Pick Up Location	14-Jul-2025 8:30 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Arrive Destination / Drop Off Location	14-Jul-2025 10:00 AM	Club Get Away	59 South Kent Road Kent , CT 06757

Total: \$765.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8142
Trip Date: 15-Jul-2025
Group: Club Getaway

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept
179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025
Total Vehicles: 1
Salesperson: Melissa Fitzgibbon

School Bus

1 x \$765.00 = \$765.00

Arrive Pick Up Location	15-Jul-2025 2:00 PM	Club Get Away	59 South Kent Road Kent , CT 06757
Depart Pick Up Location	15-Jul-2025 2:00 PM	Club Get Away	59 South Kent Road Kent , CT 06757
Arrive Destination / Drop Off Location	15-Jul-2025 3:30 PM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Total:			\$765.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8143
Trip Date: 18-Jul-2025
Group: Quassy

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept

179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025

Total Vehicles: 1

Salesperson: Melissa Fitzgibbon

School Bus

1 x \$1,165.00 = \$1,165.00

Arrive Pick Up Location	18-Jul-2025 9:45 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Depart Pick Up Location	18-Jul-2025 9:45 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Arrive Destination / Drop Off Location	18-Jul-2025 11:00 AM	Quassy Amusement & Water Park	2132 Middlebury Rd Middlebury, CT 06762-2210
Depart Destination Location	18-Jul-2025 3:00 PM	Quassy Amusement & Water Park	2132 Middlebury Rd Middlebury, CT 06762-2210
Return Drop Off Location	18-Jul-2025 4:15 PM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576

Total: \$1,165.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8144
Trip Date: 21-Jul-2025
Group: Splashdown

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept
179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025
Total Vehicles: 1
Salesperson: Melissa Fitzgibbon

School Bus

1 x \$1,105.00 = \$1,105.00

Arrive Pick Up Location	21-Jul-2025 8:00 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Depart Pick Up Location	21-Jul-2025 8:00 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Arrive Destination / Drop Off Location	21-Jul-2025 9:00 AM	Splashdown Beach & Water Slide	16 Old Route 9 W Fishkill, NY 12524-2535
Depart Destination Location	21-Jul-2025 3:00 PM	Splashdown Beach & Water Slide	16 Old Route 9 W Fishkill, NY 12524-2535
Return Drop Off Location	21-Jul-2025 4:00 PM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Total:			\$1,105.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8145
Trip Date: 25-Jul-2025
Group: Lake Compounce

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept

179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025

Total Vehicles: 1

Salesperson: Melissa Fitzgibbon

School Bus

1 x \$1,215.00 = \$1,215.00

Arrive Pick Up Location	25-Jul-2025 9:15 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Depart Pick Up Location	25-Jul-2025 9:15 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Arrive Destination / Drop Off Location	25-Jul-2025 10:30 AM	Lake Compounce	185 Enterprise Drive Bristol, CT 06010
Depart Destination Location	25-Jul-2025 3:00 PM	Lake Compounce	185 Enterprise Drive Bristol, CT 06010
Return Drop Off Location	25-Jul-2025 4:15 PM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576

Total: \$1,215.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***



130 Joan Corwin Way
Chappaqua, NY 10514
Office (914) 238-4404
Fax (914) 238-1335
info@chappaquatransportation.com

Quote

Trip #: 8146
Trip Date: 30-Jul-2025
Group: Medieval Times

If you would like to reserve this event you must contact our office to do so. This quotation is not a formal booking for vehicles.

Pound Ridge Parks & Recreation Dept
179 Westchester Avenue
Pound Ridge, NY 10576
Contact: Andrea Russo
Contact Email: arusso@townofpoundridge.com
Phone: 914-447-0732

Quoted Date: 10-Apr-2025
Total Vehicles: 1
Salesperson: Melissa Fitzgibbon

School Bus

1 x \$1,180.00 = \$1,180.00

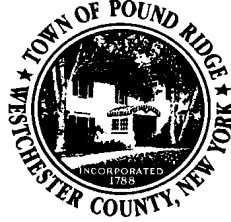
Arrive Pick Up Location	30-Jul-2025 9:00 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Depart Pick Up Location	30-Jul-2025 9:00 AM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Arrive Destination / Drop Off Location	30-Jul-2025 10:30 AM	Medieval Times - Lyndhurst	149 Polito Ave Lyndhurst, NJ 07071-3601
Depart Destination Location	30-Jul-2025 2:30 PM	Medieval Times - Lyndhurst	149 Polito Ave Lyndhurst, NJ 07071-3601
Return Drop Off Location	30-Jul-2025 4:00 PM	Pound Ridge Elementary School	7 Pound Ridge Road Pound Ridge , NY 10576
Total:			\$1,180.00

*** THIS IS A QUOTATION ONLY, VEHICLES HAVE NOT BEEN RESERVED FOR THIS TRIP ***

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: April 28, 2025

Re: New Concession Stand Vendor

I respectfully request for a new concession stand vendor, Gary & Emily King, with Kings Baking Company. Robert Hayes who directed the concession stand for the past 3 years decided he could no longer could commit. We met with the following vendors to solicit their interest in operating the pool concession stand, who were unable to commit:

- Daphne and Robbie Everett from Kitchen Table;
- Billy Fortin from The Market;

Gary and Emily King are Pound Ridge residents and the owners of Ridgefield Bagels. The recreation commission is in full support of the new vendor.

Respectfully,

Andrea Russo
Superintendent of Recreation & Parks
arusso@townofpoundridge.com

Andrea Russo

From: BILLY FORTIN <bfortin666@aol.com>
Sent: Friday, April 18, 2025 2:29 PM
To: Andrea Russo
Subject: Re: Pool Concession

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.

Hey Drea. I'm trying to simplify my life right now and I have a lot on my plate. The challenges of finding qualified people who are over the age of 18yrs old (having to pay them much more than the \$16.50 minimum wage) and the way the world is today, I don't see how anyone can make enough money for the aggravation's. I think it needs to be an owner/operator situation. Thanks for thinking of me but I'm not interested at this time.

Billy

Sent from my iPhone

On Apr 18, 2025, at 1:34 PM, Andrea Russo <arusso@townofpoundridge.com> wrote:

Hi Billy,

Hope all is well. Happy Friday. Just wanted to throw it out there. Our pool concession owner is not able to commit to the concession anymore. Would you be at all interested? I have more feeders out there but just wanted to check in with you.

All the best,
Andrea Russo
Superintendent of Recreation
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, NY 10576
Office: 914-764-3987
Cell: 914.916.0613

Instagram: <https://www.instagram.com/poundridgerecreation/>

Website: <https://www.townofpoundridge.com/recreation>

TOWN OF POUND RIDGE



CONCESSION AGREEMENT TOWN PARK POOL FACILITIES 2025

This agreement, made this 18 day of April 2025, by and between the Town of Pound Ridge, a municipal corporation with its principal office located at 179 Westchester Ave, Pound Ridge, New York 10576 (hereinafter referred to as the "Town"), and Kings Baking Company, with a principal office located at 463 Main Street, Ridgefield CT 06877 (hereinafter referred to as the "Concessionaire").

WHEREAS, Concessionaire desires to be hired by the Town to have rights to sell food products at the Town Park pool facilities during the Pool and Park Season as more fully set forth in Schedule "A" annexed hereto; and

WHEREAS, the Town and Concessionaire are desirous of setting forth their entire understanding in this Agreement:

NOW THEREFORE, in consideration of the annual sum of Three Thousand (\$3,000) Dollars in payment to Town, to be paid to the Town in two (2) equal installments of One Thousand Five Hundred (\$1,500) Dollars on July 1, and September 1 for the year that this Agreement is in effect, the Town and the Concessionaire do hereby agree as follows:

FIRST: TERM OF AGREEMENT. Unless terminated for cause as set forth more fully below, the term of this Agreement shall commence as of the date hereof and shall continue for an initial period of twelve (12) months. This Agreement can automatically renew for additional twelve (12) month periods following the initial period unless Concessionaire or the Town terminate it by providing at least sixty (60) days written notice of non-renewal prior to the end of the then current period.

SECOND: EQUIPMENT The Town of Pound Ridge will provide the following equipment at the concession area located at the Town Pool (the "Concession Area):

- i. Exhaust system with hood and lights
- ii. Ansul fire suppressions system
- iii. Hand sink
- iv. Three (3) compartment scullery sink; and
- v. Pre-rinse until
- vi. 1 floor model fryer (gas)
- vii. Counter until griddle (gas)
- viii. Sandwich top refrigerated counter unit
- ix. Equipment stand for counter top cooking
- x. 72" work tables
- xi. French fry warmer, bulb type
- xii. 4 wall mounted shelves

Electricity, trash disposal and propane gas will be provided by and paid for by the Town.

(a) Concessionaire's Equipment: The Concessionaire will provide all other necessary equipment to furnish the services described upon the terms and conditions set forth in this Agreement and the bid specifications, which specifications are incorporated herein by reference. The Concessionaire will be directly responsible for purchasing food supplies and all items included in this agreement. All signs and promotional materials shall receive prior approval from the Superintendent of Recreation.

(b) Personnel: The Concessionaire will provide trained personnel to operate the refreshment stand, all at the sole expense of the Concessionaire. Personnel shall be required to dress in a neat and presentable manner and carry personal identification at all times. All personnel must wear a clean uniform (collar shirt) with the Concessionaire's name and logo. All personnel must submit to and pass a background check advertised by Town of Pound Ridge Department.

THIRD: INDEMNIFICATION. The Concessionaire agrees to defend, indemnify and hold harmless the Town of Pound Ridge, its employees, agents and affiliated parties with regard to any costs or liability, claims or damages incurred or arising from, caused by or related to the actions of the Concessionaire, its employees, agents, suppliers or affiliated parties or vendors or which may have been occasioned or sustained by reason of the use or consumption of any food or beverage served by the Concessionaire. Such indemnification shall include costs or damages incurred as a result of claims for injury to persons or property of every kind and of every nature.

FOURTH: INSURANCE. The Concessionaire shall carry the following insurance coverage, in a form acceptable to the Town, for the benefit of the Town:

Workers' Compensation and Employer's Liability Policy, covering operations in New York State.

Comprehensive General Liability Policy, with limits of no less than \$1,000,000/\$3,000,000 Bodily Injury and Property Damage, and including coverage for:

1. Products/Completed Operations
2. Independent Contractors
3. Explosive, collapse and underground losses (x.c.u.)
4. Contractual Liability (covering Hold Harmless attached)
5. Broad Form Property damage liability (including completed Operations)
6. Personal Injury including hazards i, ii, iii

Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.

Umbrella Excess Policy, with limits of no less than \$5,000,000 each occurrence. The Town of Pound Ridge shall be named as an "Additional Insured" on the aforesaid policies and the Certificate of Insurance shall show this as to the liability coverage on the certificate.

FIFTH: CONDUCT OF CONCESSION MANGER. The Concessionaire agrees to abide by all policies and procedures concerning the operation of the refreshment stand as set forth and attached

to this agreement including but not limited to menus, pricing, and hours of service. Compliance in all respects to the terms and conditions of employment and concession management as set forth in this Agreement, and as may amended by mutual consent, shall entitle the Concessionaire a right of first refusal to a subsequent season of employment by the Town.

SIXTH: MAINTENANCE. The Concessionaire shall keep the concession stand, the area surrounding the stand and the picnic tables clean at all times and perform daily and weekly maintenance tasks. At the end of each Pool and Park Season during which this Agreement is in effect, the Concessionaire is to restore the premise to the condition in which it was found. All equipment not owned by the Town must be removed and the premises should be left clean. This should be done by November 25th.

SEVENTH: HOURS OF OPERATION. The Concessionaire shall operate the concession stand during the dates and hours as set forth in Attachment "A" for the year 2023, to be amended by the Superintendent of Recreation by April 15 of each year during which this Agreement is in effect.

EIGHTH: MERCHANDISE, SIGNAGE. Food menu, price lists and display boards must be professionally presented as approved by the Superintendent of Recreation and Parks. The Concessionaire shall post all prices of the merchandise offered for sale prominently about the premises. There shall be no commercial signage or advertisements posted sold.

The Concessionaire will be required to sell food and beverages, which are of good quality, clean and wholesome in the quantities and at the prices supplied with the proposal. In the event that the Concessionaire should desire to sell commodities other than set forth in the said schedule of charges, a list of said commodities and the sale price of the same must first be submitted to the Superintendent of Recreation and Parks in writing for approval. The Concessionaire shall not purchase any product not approved by the Superintendent of Recreation and Parks. No chewing gum, jawbreakers, cigarettes, or other smoking materials, alcoholic beverages, or any substances in glass containers may be sold.

NINTH: COMPLIANCE WITH APPLICABLE LAWS. The Concessionaire is required to be knowledgeable of, and in compliance with, all laws, rules regulations including state and county health regulations regarding food handling and preparation.

ELEVENTH: INSPECTIONS. An authorized representative of the Superintendent of Recreation may make a daily inspection of the premises.

TWELFTH: REFUSE AND RECYLING. The Concessionaire must carry all garbage daily or more often as required to the designated area and collapse all cardboard containers to be placed in the separate areas for recycling purposes.

THIRTEENTH: ALTERATIONS. If any repairs, decorations, additions or improvements to the premises are desired by the Concessionaire, he shall first submit plans and specifications to the Superintendent of Recreation and Parks for his approval. No repairs, alterations, decorations, additions and/or improvements shall be made or work commenced without first obtaining written approval and consent from the Superintendent of Recreation and Parks. Any repairs, alterations, decorations, additions and improvements shall become the property of the Town immediately upon their completion.

FOURTEENTH: TERMINATION FOR CAUSE. Either party may terminate this Agreement for cause in the event the other party materially breaches same. The non-breaching party shall provide the breaching party with 10 (ten) days' written notice to cure the default (the "Cure Period") by hand or overnight mail, next day delivery, setting forth the substance of the material breach of contract. Notice shall be effective on the date transmitted or hand delivered. In the event the breaching party fails to cure the material breach within the Cure Period, this Agreement shall terminate. In the event the Concessionaire's breach, the Concessionaire shall vacate and remove all its property and employees from the Concession Area.

FIFTEENTH: MISCELLANEOUS.

i) The Concessionaire shall not allow loud music to be played in or around the Refreshment Stand area.

ii) Employees of the Concessionaire will not be permitted to enter the swimming pool.

iii) The Concessionaire shall be permitted to bring two (2) vending machines as agreed upon and approved by the Superintendent of Recreation and Parks to the facility. The Superintendent shall determine the placement of the vending machines at the facility.

iv) New York law shall govern the construction of this Agreement. Any legal proceedings between the parties relating to the breach of this Agreement will be commenced in the Supreme Court of the State of New York, County of Westchester. The prevailing party in such proceeding shall be entitled to recover its reasonable attorney fees in addition to all other legal or equitable remedies.

v) All written notices between the Parties shall be transmitted via hand or overnight mail to the Parties at the addresses and to the individuals set forth below.

IN WITNESS WHEREOF, the parties have duly executed this Concession Agreement the day _____ year __ first above written.

Ridgefield Bagels & Bakes

Name of Company

463 Main st

Address

Ridgefield NY 06877

City, State, Zip Code

4/26/2025

Date

Gary King

Print Name
Name/Title/Owner



Signature

TOWN OF POUND RIDGE

Date

4/28/25

Date

Kevin Hansan
Town Supervisor

Signature



Andrea Russo

Signature

Superintendent of Recreation & Parks

ATTACHMENT – A

POOL AND PARKS SEASON

Pre- Season Concession Schedule

April 18th – May 22th Approximately

Pound Ridge Town Park:

2025 Pool Hours Schedule

May 23rd-May 26th, 11:00 AM - 7:00 PM

May 31st-June 1st, 11:00 AM - 7:00 PM

June 7th-June 8th, 11:00 AM - 7:00 PM

June 14th-15th, 11:00 AM - 7:00 PM

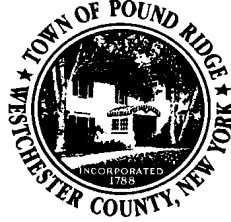
Opening full time – Saturday June 21st, 11:00 AM – 7:00 PM.

August 18th-Sept 1st hours change to 12:00-6:00 PM

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: April 29, 2025

Re: New Recreation Part-Time Bus Driver Hire

I respectfully request the hire of Daniel Danisi as the part-time recreation bus driver. Driver will be paid \$25 per hour. Hours vary weekly but driver will be paid for the hours worked. Driver has passed background check and license cleared by police department.

Schedule:

Tuesday: call shoppers to confirm for Wednesday shopping. Time = 15 mins

Weekly Wednesday shopping: 9:00 a.m. - approx. 12:00 p.m. Time = 2 to 3 hours

Two Thursday's every month for trips. Hours vary from 2-6 hours. Either driving to and from the trips or accompanying on a chartered bus.

Respectfully,

Andrea Russo
Superintendent of Recreation & Parks
arusso@townofpoundridge.com

From: [Sonia Mercado-Jimenez](#)
To: [Kevin Hansan](#); [Alison Boak](#); [Diane Briggs](#); [Daniel Paschkes](#); [Namasha Schelling](#)
Cc: [Sonia Mercado-Jimenez](#); rmotola@nycourts.gov; [Matthew Brotmann](#); [Ian Loehner](#)
Subject: Nancy Artese
Date: Tuesday, April 29, 2025 5:08:59 PM

Good Evening,

Nancy Artese has applied for the part-time position of Assistant Court Clerk. Nancy Artese is currently retired and is very qualified for the position. I have already provided her resume as requested by Supervisor Hansan to be distributed to the everyone on the Board. The part-time position would be for 17.5 hours a week beginning at the hourly rate of \$32.00. Nancy Artese will work during office hours. Her qualifications are an asset to the Court and the Town of Pound Ridge. Please add this request to the Town Board Agenda for approval on May 6th.

Thank you for your assistance.

Sonia Mercado-Jimenez
Court Clerk

CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:

DATE: 4/23/2025

CLAIMANT'S
AND
ADDRESS

Benjamin Rose Build & Design
Seth Rosenberger, Founder & CEO
98 Lake Street
White Plains, NY 10604

VENDOR #:

APPROPRIATION	AMOUNT	VOUCHER #
T32.3807	\$3,100.00	
TOTAL	\$3,100.00	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
4/23/2025	Return of unused Planning Board Escrow	1	\$3,100.00	\$3,100.00
	payable to Benjamin Rose Build & design			\$0.00
	98 Lake Street			\$0.00
	White Plains, NY 10604			\$0.00
				\$0.00
	for 16 Colonel Sheldon Lane			\$0.00
	application withdrawn after one PB meeting			\$0.00
				\$0.00
				\$0.00
			TOTAL	\$3,100.00

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$3,100.00 is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

date

signature

title

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL

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

4/23/25

date

authorized official

PB Admin

APPROVAL FOR PAYMENT

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

Christeen Dur

From: Seth Rosenberger <Seth@BenjaminRoseBuilds.com>
Sent: Wednesday, April 23, 2025 2:27 PM
To: Christeen Dur
Cc: Sydney Rose
Subject: RE: 16 Col Sheldon - withdrawn PB Escrow

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.

Yes, we are withdrawn. It can be made payable to me with the details and address in the signature. Thanks!

Seth Rosenberger

Founder & CEO

Benjamin Rose Build & Design | De La Paz

Masonry



914-907-3787



seth@benjaminrosebuilds.com



BenjaminRoseBuilds.com



98 Lake St, White Plains, NY
10604



De La Paz Masonry is owned & operated by Benjamin Rose Build & Design

From: Christeen Dur <cdur@townofpoundridge.com>
Sent: Wednesday, April 23, 2025 1:57 PM
To: Seth Rosenberger <Seth@BenjaminRoseBuilds.com>
Cc: Sydney Rose <Sydney@BenjaminRoseBuilds.com>
Subject: 16 Col Sheldon - withdrawn PB Escrow
Importance: High

Hi Seth

I would like to confirm you have withdrawn the application for 16 Colonel Sheldon Lane. If so, please reply with your request to refund the remaining PB escrow, and specify who it should be made payable to and where it should be mailed.

A summary of the your escrow and the one bill from the Town Engineer is attached.

Once I receive your email, I can submit it for approval at the next Town Board meeting on May 6 and to finance as well for processing.

Thank you. Christeen

Christeen CB Dür
Grants Coordinator & Administrator
Planning Board & Water Control Commission
Town of Pound Ridge
179 Westchester Ave., Pound Ridge, NY 10576
Tel: 914.764.3982 Fax: 914.764.0102
townofpoundridge.com

From: Seth Rosenberger <Seth@BenjaminRoseBuilds.com>
Sent: Wednesday, February 26, 2025 3:30 PM
To: Christeen Dur <cdur@townofpoundridge.com>; Sydney Rose <Sydney@BenjaminRoseBuilds.com>
Subject: RE: 16 Col Sheldon - ZBA application for 2/27/25 meeting



Hi Christeen,

I am glad to say that we are going to withdraw our planning application. I spoke to Jim and he explained the following to me:

- 1) If we remove the kitchen in the apartment area it no longer needs planning approval.
- 2) The pool already has planning approval and is not needed again. He confirmed with the PE.
- 3) We are not touching the driveway curb cut so we can leave some things as is there as will.

Thanks for helping us with this and sorry we made you do the extra work. At least it is one less person on such a busy docket!!!!

Best,

Seth Rosenberger | Founder & CEO
Benjamin Rose Build & Design
98 Lake Street, White Plains, NY 10604
 [914-907-3787](tel:914-907-3787)
 www.BenjaminRoseBuilds.com

Date	Beginning Balance	Deposits Added	Payments Out	Ending Balance	Vendor	Comments
2/13/2025		4000.00		4000.00	BRBD Consulting LLC ck#846	
4/22/2025	4000.00		900.00	3100.00	P&D 257908-1	February

4000.00 900.00 **3100.00**

#3807 Rosenberger- 16 Col Sheldon Lane

with drawn application

DATE: 4/23/2025

APPROPRIATION	AMOUNT	VOUCHER #
T32.3750	\$1,575.00	
TOTAL	\$1,575.00	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
4/23/2025	Return of unused Planning Board Escrow	1	\$1,575.00	\$1,575.00
	payable to Patrick Morrissey			\$0.00
	14 Old Pound Road			\$0.00
	Pound Ridge NY 10576			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL	\$1,575.00

title

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

dates stated and the charges are correct.
4/23/25 Christie C. B. Din
 date authorized official
PR Adarin

Christeen Dur

From: Christeen Dur
Sent: Tuesday, April 22, 2025 12:54 PM
To: pmorrissey@mac.com
Cc: Connor O'Donnell
Subject: PB escrow 14 Old Pound Road
Attachments: Morrissey #3750- 14 Old Pound Road.xls; Pound Ridge PB Morrissey 227920-1--VS.pdf; Pound Ridge PB Morrissey 227920-2--VS.pdf; Pound Ridge PB Morrissey 227920-3--VS.pdf; Pound Ridge PB Morrissey 227920-4---VS.pdf

Importance: High

Hi Patrick

Per our conversation, I will submit your PB Escrow refund for the next Town Board meeting on May 6 and submit to finance as well so it can be processed right after the meeting. Your balance is \$1,575. Please see attached for the summary of your escrow and its respective bills. I will have the check mailed to you at 14 Old Pound Road.

Thank you. Christeen

From: Christeen Dur
Sent: Friday, March 28, 2025 3:21 PM
To: Connor O'Donnell <codonnell@bedfordpoolscares.com>
Subject: RE: 14 Old Pound Road

Hi Connor

There was no bond from the Water Control Commission and the common driveway bond was expired. The PB escrow balance is \$1,575. Please see attached the summary and its respective bills.

Thank you. Christeen

Christeen CB Dür
Grants Coordinator & Administrator
Planning Board & Water Control Commission
Town of Pound Ridge
179 Westchester Ave., Pound Ridge, NY 10576
Tel: 914.764.3982 Fax: 914.764.0102
townofpoundridge.com

Date	Beginning Balance	Deposits Added	Payments Out	Ending Balance	Vendor	Comments	Invoice #
6/9/2022	4000.00			4000.00		Morrissey ck #1482	
8/9/2022	4000.00		985.00	3015.00	P&D	227920-1	June
9/27/2022	3015.00		522.50	2492.50	P&D	227920-2	July
10/11/2022	2492.50		497.50	1995.00	P&D	227920-3	August
10/16/2024	1995.00		420.00	1575.00	P&D	227920-4	August

W&C FPC

0.00 2425.00 **1575.00**

#3750 Morrissey - 14 Old Pound Road

*PB escrow refund.
OK per Jim Leung*

To: Pound Ridge Town Board

From: Nicole Shaffer and Gayle Reichler, Energy Action Committee Co-Chairs

Date: May 1, 2025

RE: Request to Change Energy Action Committee to Sustainability Committee

The PREAC would like to request to change the name of the Pound Ridge Energy Action Committee to the Pound Ridge Sustainability Committee, continuing the 7-member advisory committee with 2-year terms. This name change is intended to better reflect the committee's objectives and role within the community.

The EAC started out as the Sustainability Task Force in 2009 to help advise and support the Town in reducing greenhouse gas emissions and adapting to climate change by developing actionable recommendations aligned with the town's commitment to becoming a Climate Smart Community. In 2013, the Town Board established the Energy Action Committee to replace the Sustainability Task Force. At the time they were participating in the Northern Westchester Energy Action Consortium (NWEAC), which is now Sustainable Westchester. We believe the proposed name goes back to our roots, offering greater clarity and supports our mission more effectively.

We respectfully ask the Town Board to consider and approve this proposed name change.

Thank you,

Nicole Shaffer & Gayle Reichler

Co- Chairs, Energy Action Committee

From: [Kerry Filippone](#)
To: [Nicole Engel](#)
Subject: Fwd: Request to Town Board for approval of Lamp Post Banners celebrating PRLC's 50 years
Date: Thursday, May 1, 2025 3:56:55 PM
Attachments: [image.png](#)

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Good Afternoon Nicole,

We would like to submit a request to be added to the Town Board meeting agenda for approval of Light Post Banners that recognize PRLC's 50th Anniversary. I am attaching our proposed design. The banners will have a white background with our 50th Anniversary Gold and Green Logo and will say "Conserving Pound Ridge for 50 Years!" The design will be the same on the front and the back. The size of the banners is 37.5 x 18, which is consistent with the size of the Pound Ridge Repair Cafe Banners and the current Pound Ridge Banners. Once the banners are approved by the Town Board and constructed, we would like to hang the banners at intervals throughout the remainder of 2025. We can be flexible on timing based on the needs of the other organizations that use the lamp posts and have specific timing needs. Please let me know what additional information you require from us. I appreciate all your assistance.



Best,
Kerry

--

Kerry Filippone
Development Program Manager
Pound Ridge Land Conservancy
Email: kerry@prlc.net
Cell: (914)263-5663
Website: www.prlc.net