

Monthly Town Board Meeting

October 2, 2014

7:30 p.m.

Town Hall

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- Public Hearing of August 27, 2014 – Continental Village Fire Department Lease/Purchase.
- Weekly Town Board Meeting of August 27, 2014
- Monthly Town Board Meeting of September 4, 2014
- Special Town Board Meeting of September 17, 2014

COMMITTEE REPORTS

- 1) Conservation Board 2) Recreation 3) Recycling 4) Planning Board
5) Zoning 6) Highway 7) Building & Land Acquisition
8) Putnam County Legislator

AGENDA

1. Resolution authorizing Town Clerk Merando to advertise for bidders for #2 Fuel Oil-Bulk Delivery at the Claudio Marzollo Community Center.
2. Resolution appointing a liaison to the RUPCO – Green Jobs Green New York Partnership Pact.
3. Resolution authorizing Supervisor Shea to sign the amendment to the Agreement for Special Prosecutor Services for the Town of Philipstown's Courts.
4. Resolution directing Roger Chirico, Highway Superintendent to remove the "NO THROUGH TRAFFIC- LOCAL TRAFFIC ONLY" signs from Old Albany Post Road. (*see Resolution # 88-1998*)
5. Discussion regarding the paving a portion of East Mountain Road.
6. Resolution accepting the proposal from Stantec for the initial site survey and preparation of Base Map for Manitou Station Road.
7. Resolution authorizing the Justice Court to apply for a 2014-2015 Justice Court Assistance Program Grant.

8. Resolution authoring Supervisor Shea to sign the Filming Permit for HIS Production. (Nunc Pro Tunc)

9. Resolutions needed to proceed with the financing of One (1) New 2014 Tanker /Pumper Truck for the Garrison Volunteer Fire Department.

- SEQRA
- Authorization Resolution

10. Code Enforcement Monthly Report.

11. Schedule Workshop/Meetings

- Schedule Budget Workshops
- Schedule Public Hearing for the 2013 proposed budget: (Suggested date November 5, 2014) *(Public Hearings may exceed estimated times)*

Continental Village Park District Budget	7:30 p.m.
Continental Village Water District Budget	7:35 p.m.
General Budget	7:45 p.m.

12. Any other business that may come before the Town Board.

NEW ITEMS

13. Resolution authorizing Supervisor Shea to sign the contract between the Town and RICOH for the copier lease agreement for the Recreation Department.

14. The following Resolutions are needed to advertise the sale of the VFW Hall, 34 Kemble Avenue, Cold Spring, New York.

- **Authorize Town Clerk Merando to publish and post Notice of Sale and to make the Bid Form & Term Sheet available to the public.**
- **Notice to bidders.**

AUDIENCE

VACANCIES

Board of Assessment Review (1)
CV Park District Advisory Committee (3)
CV Water District Advisory Committee (3)

Revised – October 1, 2014

APPROVAL OF VOUCHER

General Highway CVPD CVWD



Town Clerk <townclerk@philipstown.com>

Fwd: Recreation Department Copier Contract

2 messages

Amber Stickle <amber@philipstownrecreation.com>

Wed, Oct 1, 2014 at 9:30 AM

To: Town Supervisor <supervisor@philipstown.com>, rshea <rshea@philipstown.com>, Town Clerk <townclerk@philipstown.com>

Cc: Van Tassel John <JVT65@optonline.net>, Nancy Montgomery <nmontgomery@philipstown.com>

Attached is the new copier contract and notes from the Town Attorney. Our copier contract is due to expire this month and we will need to resign a new one. This is the same company that we are currently using. New contract is a better deal for us especially if we increase our printing capacity to insert in both papers. In addition, the new machine is much more efficient.

I apologize for the late notice. I just heard back from the attorney this week.

Is there any chance we can get a resolution on this contract? Please let me know if you have any questions.

Thanks,
Amber

----- Forwarded message -----

From: **Stephen Gaba** <sgaba@drakeloeb.com>

Date: Mon, Sep 29, 2014 at 3:44 PM

Subject: RE: Recreation Department Copier Contract

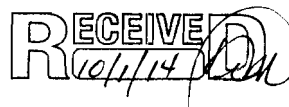
To: Amber Stickle <amber@philipstownrecreation.com>

Hi Amber,

I've read over the lease, and I don't see any serious problems with executing it. Below are the main things you should know about the lease:

- The lease is between Ricoh, USA, Inc., and the Philipstown Recreation Department. It should really be between Ricoh and the Town of Philipstown, because the Rec Dept is not a separate legal entity. If it's convenient, you should have Ricoh change the lease, but if it's a problem you can just let it slide, since the lease will be deemed to be between the Town and Ricoh if there needs to be a lawsuit over it anyway.

- Leases of equipment, as opposed to installment contracts for purchase, are not subject to the competitive bidding requirements of the General Municipal Law. The lease with Ricoh is a true lease under which title to the equipment remains in Ricoh, so no public bid is required. However, I note that under the "Equipment Sale & Maintenance Agreement" in para. "12," the Town has the right to purchase "equipment



10/1/2014 9:36 AM

or products" from Ricoh. If the Town at some subsequent point in time undertakes to make a purchase under the contract, and the amount expended is more than \$20,000, then the Town should put the purchase out for public bid before going forward with the purchase under the Ricoh contract.

- If it has not done so already, the TB should adopt a resolution approving the contract.
- On p. 1 of the lease, in para. "3", subsection "a", someone has added a hand-written notation crossing out the text stating that the late payment date is ten days from the due date and writing in that it is "30" days of the due date. This change favors the Town, but to make sure that it is enforceable either the typed text should be changed to "30" or the hand-written notation should be initialed by the signators to the contract.
- The lease provides that the Town is locked into the full 4 year term with virtually no right to cancel. I'm assuming that the Town knows this and is OK with it.
- The copier must be kept at the "product location" (I'm assuming the Rec Dept), which is to be shown on "the applicable Schedule". I don't have any Schedules for the agreement, but you will want to make sure that the "Product Location" in the Schedules matches up with the building where the Town wants to keep the copier.
- The Town is responsible for any damage to the copier during the lease and is required to maintain insurance on it (although self-insurance is OK). You'll want to touch base with the Town's Insurance Agent to make sure that the copier is covered (or, if it is somehow not, then to at least acknowledge that the Town is self-insuring it).
- Under para "13" of the lease, the penalties for the Town defaulting in payment are fairly severe. However, I expect that the lease is Ricoh's standard form and I very much doubt that the Town could get different terms. Just be aware that the Town must make its payments on time, or at least within the 30 day period of the due date, or it faces stiff penalties.
- Once the 4 years are up, the lease automatically renews for a month-to-month rental unless the Town or Ricoh sends written notice at least 30 days prior to the termination date that the lease is over and they don't want to renew. You'll want to flag the end of the four year period on the Clerk's files so that when it comes up the Town can make a decision on what it wants to do.
- Under the lease, the Town waives the right to a jury trial. I'm OK with that, and I'm assuming that the Town is too.

- Under the Maintenance Agreement, the Town will receive maintenance of the copier only from 8-5 on business days, and the Town will be billed for maintenance requests outside of those hours.
- Unless the Town enters into Ricoh's "@Remote" program, the Town is responsible for providing Ricoh with accurate monthly meter readings on the copier.

If you have any other questions or need anything further on this let me know.

- Steve

Stephen J. Gaba, Esq.

Drake, Loeb, Heller, Kennedy, Gogerty, Gaba & Rodd PLLC

555 Hudson Valley Avenue, Suite 100

New Windsor, New York 12553

Tel. 845-458-7310

Fax 845-458-7311

email: sgaba@drakeloeb.com

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Pursuant to IRS Regulations, any tax advice contained in this communication or attachments is not intended to be used and cannot be used for purposes of avoiding penalties imposed by the Internal Revenue Code or promoting, marketing or recommending to another person any tax related matter.

From: Amber Stickle [<mailto:amber@philipstownrecreation.com>]

Sent: Tuesday, September 23, 2014 1:18 PM

To: Stephen Gaba

Subject: Recreation Department Copier Contract

Hi Steve,

Hope all is well. When you get a minute, can you look at the attached document before it goes to the Supervisor for signature? Our current copier contract is ending and we need to sign a new one. Please let me know if you have any questions.

Thanks so much.

Amber

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Amber Stickle
Director of Recreation and Park
Philipstown Recreation Department
Local: 107 Glenclyffe Drive, Garrison, NY 10524
Mail: PO Box 155, Cold Spring, NY 10516
Phone: 845-424-4618
Fax: 845-424-4686

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Amber Stickle
Director of Recreation and Parks
Philipstown Recreation Department
Local: 107 Glenclyffe Drive, Garrison, NY 10524
Mail: PO Box 155, Cold Spring, NY 10516
Phone: 845-424-4618
Fax: 845-424-4686



New copier contract 2014.pdf

2165K

Town Supervisor <supervisor@philipstown.com>

To: Town Clerk <townclerk@philipstown.com>

Wed, Oct 1, 2014 at 9:35 AM

[Quoted text hidden]



New copier contract 2014.pdf

2165K



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and PHILIPSTOWN RECREATION DEPARTMENT, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

PHILIPSTOWN RECREATION DEPARTMENT				AMBER STICKLE			
Customer (Bill To)				Billing Contact Name			
107 GLENCLYFFE DR				PO BOX 155			
Product Location Address				Billing Address (if different from location address)			
GARRISON		NY	10524	COLD SPRING		NY	10516-0155
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 8454244618				Billing Contact Facsimile Number		Billing Contact E-Mail Address amber@philipstownrecreation.com	

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH PRO8110S

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
48	\$ 1,940.10	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input checked="" type="checkbox"/> Other: NONE

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X	By: _____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



U.S. Communities Master Lease Agreement

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Number: _____

CUSTOMER INFORMATION

Full Legal Name PHILIPSTOWN RECREATION DEPARTMENT				
Address PO BOX 155				
City COLD SPRING	State NY	Zip 10516-0155	Contact AMBER STICKLE	Telephone Number 8454244618
Federal Tax ID Number (Do Not Insert Social Security Number)		Facsimile Number		E-mail Address amber@philipstownrecreation.com

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."

2. **Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.

3. **Term; Payments.**

- (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each

subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.

- (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Customer shall have the option of terminating the particular Product under a Schedule to this Lease Agreement to which such service failure relates upon thirty (30) days prior written notice to Ricoh. In the event of such termination, Customer shall pay all fees and charges incurred through the termination date of the applicable Product, including any late fee charges (to the extent such late fee charges may be charged pursuant to Section 3(a) of this Lease Agreement).
- (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
- (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions", (b) for documented cases of non-performance as set forth in Section 3(b) and (c) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL,

NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and

will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in

connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED

BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make

available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____</p> <p style="text-align: center;"><i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____</p> <p style="text-align: center;"><i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION				
Legal Name	PHILIPSTOWN RECREATION DEPARTMENT			
Bill To Address	PO BOX 155			
City	COLD SPRING	State	NY	Zip Code 10516-0155

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

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otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: X
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



ORDER AGREEMENT

Request For Proposal (RFP) or Bld Contract Date:	11-Feb-2013	Sale Type :	LEASE
--------------------------------------------------	-------------	-------------	-------

BILL TO INFORMATION		
Customer Legal Name: PHILIPSTOWN RECREATION DEPARTMENT		
Address Line 1: PO BOX 155	Contact:	
Address Line 2:	Phone:	
City: COLD SPRING	E-mail:	
ST / Zip: NY/10516-0155	County: PUTNAM	Fax:

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input checked="" type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
48 Months	QUARTERLY	QUARTERLY

SHIP TO INFORMATION		
Customer Name: PHILLIPSTOWN RECREATION		
Address Line 1: 107 GLENCLYFFE DR	Contact:	
Address Line 2:	Phone:	
City: GARRISON	E-mail:	
ST / Zip: NY/10524	County: PUTNAM	Fax:

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
PPSE TRAINING - PRO M8100S/8120S NO FIERY	1

SHIP TO INFORMATION		
Customer Name: PHILLIPSTOWN RECREATION		
Address Line 1: 107 GLENCLYFFE DR	Contact:	STICKLE,AMBER
Address Line 2:	Phone:	8454244618
City: GARRISON	E-mail:	amber@philipstownrecreation.com
ST / Zip: NY/10524	County: PUTNAM	Fax:




RICOH

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH PRO8110S	1	Gold	0	\$0.0051	0	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN - SEG BC4	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: 	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____





[NEW YORK]

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the ____ day of _____, _____, is to that certain US Communities Master Lease Agreement no. _____ (the Agreement"), dated as of the ____ day of _____, _____, between Ricoh USA, Inc. ("we" or "us") and Philipstown Recreation Department, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 16 of the Agreement shall be amended by adding the following sentence at the end of such Section: "If required by law, the provisions of Section 109 of the New York General Municipal Law are incorporated herein by reference."
2. Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation of Funds. You intend to remit all Payments and other amounts due to us for the entire term of this Lease Agreement and each Schedule to this Lease Agreement if funds are legally available. You reasonably believe that moneys in an amount sufficient to remit all such Payments and amounts can and will lawfully be appropriated and made available to permit your continued utilization of the Product and the performance of its essential function during the entire term of this Lease Agreement and each Schedule to this Lease Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for all Payments to become due in such fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all Payments coming due therein. We acknowledge that appropriation of moneys for Payments is a governmental function which you cannot contractually commit yourself in advance to perform, and neither this Lease Agreement nor any Schedule to this Lease Agreement constitutes such a commitment. In the event you are not granted an appropriation of funds for any Product subject to any Schedule to this Lease Agreement at any time during the term of such Schedule, at least thirty (30) days prior to the end of your fiscal period, your chief financial officer shall certify in writing to us that funds have not been appropriated for the next fiscal period and, thereafter you shall make available to us (or our designee) all, but not less than all, of such Product, at your sole expense, in accordance with Section 14 of this Lease Agreement and terminate the Payments under such Schedule on the last day of the fiscal period for which appropriations were received by remitting to us all Payments and other amounts which are due and have not been paid at or before the end of such fiscal period.

This Lease Agreement and each Schedule to this Lease Agreement shall be deemed executory only to the extent of monies appropriated and available.

[NEW YORK]

for the purpose of such Schedule, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The lease obligation under a Schedule to this Lease Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under such lease under a Schedule to this Lease Agreement. It is understood that neither this Lease Agreement, any Schedule to this Lease Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease Agreement or any Schedule to this Lease Agreement."

3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

Ricoh USA, Inc.



Authorized Signature

Date

Authorized Signature

Date

Print Authorized Signer Name

Title

Print Authorized Signer Name

Title

RESOLUTION #

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the agreement between the Town of Philipstown and RICHO USA, Inc. of 70 Valley Stream Parkway, Malvern, PA for the lease agreement for a new copier at the Recreation Department.

RESOLUTION #

WHEREAS, the Town of Philipstown owns certain real property located at 34 Kemble Avenue, Cold Spring, New York, identified on the Tax Map as Section 48.12, Block 2, Lot 58 and informally known as the "VFW Hall," and

WHEREAS, it appears that the said property has become surplus and may be sold at public sale; and

WHEREAS, arrangements are being made to free the said property from any existing lease interests in it, so that it may be sold free-and-clear of the same; and

WHEREAS, the Town Board before it a proposed "Notice of Sale" and "Bid Form and Term Sheet" for the said proposed sale;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby declares the VFW to be surplus and available for sale to the public;
2. That the Town Board hereby approves the attached Notice of Sale and Bid Form and Term Sheet; and
3. That the Town Board hereby directs the Town Clerk to publish and post the Notice of Sale and to make the Bid Form and Term Sheet available to the public at her office and to open the sealed bids in accordance with the provisions of the Notice of Sale.

_____ presented the foregoing resolution which was seconded by _____

The vote on the foregoing was as follows:

Supervisor Shea
Councilwoman Montgomery
Councilman Van Tassel
Councilman Merandy
Councilwoman Leonard

The resolution was thereupon declared duly adopted.

**TOWN OF PHILIPSTOWN
COUNTY OF PUTNAM, STATE OF NEW YORK
NOTICE OF SALE OF PROPERTY
LOCATED AT 34 KEMBLE AVENUE
COLD SPRING, NEW YORK**

PLEASE TAKE NOTICE that the Town of Philipstown will receive sealed bids for the purchase of real property owned by the Town located at 34 Kemble Avenue, Cold Spring, New York, appearing on the Town tax maps as Section 48.12, Block 2, Lot 58, until 11:00 a.m. on October 29, 2014 at which date and time all bids will be opened and read aloud. All bids must be submitted to the Town Clerk in sealed envelopes bearing the legend "bid to purchase property at 34 Kemble Avenue." All bids must be accompanied by a certificate executed pursuant to Section 103-d of the General Municipal Law of the State of New York. All bids must be submitted on a bid form and term sheet, which is available to bidders at the Town Clerk's Office. The Town is offering the real property for sale for a price of not less than \$285,000.00.

The Town reserves the right to reject any and all bids received or to withdraw the property from the sale at any time. The sale is subject to the acceptance of the bid by the Town Board and is subject to a permissive referendum.

BY ORDER OF THE TOWN BOARD
TOWN OF PHILIPSTOWN

Tina M. Merando, town Clerk

DATED: October 8, 2014

§ 90

Note 3

3. Easements

The conveyance of an easement over town property is subject to a permissive referendum whereas the acquisition of an easement by a town does not require a referendum. 10 Op.State Compt. 362, 1954.

4. Development of property

A town may enter into agreement with a county for the joint development of a recreation park owned by the county and such an agreement would be subject to a permissive referendum. 22 Op.State Compt. 568, 1966.

5. Leases of property

If lease of beach, with permission to lessee to operate private businesses thereon, were made by board of trustees of Town of Babylon, rather than by town board, lease would not be subject to requirement of this section for permissive referendum, but action might lie against board of trustees for having caused waste or injury to public property against the

PERMISSIVE REFERENDUM

Art. 7

public interest. *Wihstutz v. Town of Babylon*, 1960, 220 N.Y.S.2d 849. Towns \Rightarrow 35(2)

6. Permits, issuance of

The issuance by a town of permits for the mooring of boats on town property is not subject to a permissive referendum. 15 Op.State Compt. 10, 1960, 2nd case.

7. Sales of property

The sale of abandoned town property is subject to a permissive referendum. Op. State Compt. 64-212.

A resolution authorizing the sale of a town highway garage after advertisement for bids is subject to a permissive referendum. 19 Op.State Compt. 211, 1963.

A town may sell excess soil excavated from its refuse disposal pits, as it may any other personal property, without competitive bidding or adopting a resolution subject to a permissive referendum. 14 Op. State Compt. 408, 1958.

§ 91. Referendum on petition

Any such resolution or act of the town board as set forth in the preceding section shall not take effect until thirty days after its adoption; nor until approved by the affirmative vote of a majority of the qualified electors of such town or district affected, voting on such proposition, if within thirty days after its adoption there be filed with the town clerk a petition signed, and acknowledged or proved, or authenticated by electors of the town qualified to vote upon a proposition to raise and expend money, in number equal to at least five per centum of the total vote cast for governor in said town at the last general election held for the election of state officers, but which shall not be less than one hundred in a town of the first class nor less than twenty-five in a town of the second class, protesting against such act or resolution and requesting that it be submitted to the qualified electors of the town or district affected, for their approval or disapproval. If such petition be so filed not more than seventy-five days nor less than sixty days prior to a biennial town election, a proposition for the approval of such act or resolution shall be submitted at such biennial town election. If a petition be so filed at any other time, a proposition for the approval of such act or resolution shall be submitted at a special town election to be held not less than sixty nor more than seventy-five days after the filing of such petition. The petition may be made upon separate sheets and the

PERMISSIVE Art. 7

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Encyclopedias

NY Jur., 2d
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Art. 7

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PERMISSIVE REFERENDUM

Art. 7

signatures to each sheet shall be authenticated in the manner provid-
ed by the election law for the authentication of nominating petitions.
The several sheets so signed and authenticated when fastened togeth-
er and offered for filing shall be deemed to constitute one petition.
If, within five days after the filing of such petition, a written objection
thereto be filed with the town clerk, and a verified petition setting
forth the objections be presented by the person so filing such objec-
tions to the supreme court or any justice thereof of the judicial
district in which such town is located, such court or justice within
twenty days shall determine any question arising thereunder and
make such order as justice may require. Such proceeding shall be
heard and determined in the manner prescribed by section 16-116 of
the election law.

(L.1932, c. 634; amended L.1985, c. 117, § 3; L.2000, c. 37, § 8, eff. Sept. 1,
2000.)

Legislative Histories

L.2000, c. 37: For Legislative, Executive or Judicial memorandum relating to this
law, see McKinney's 2000 Session Laws of New York, p. 1481.

Cross References

Designating petition, form of, see Election Law § 6-132.

Qualifications of electors at town elections, see Town Law § 84.

Library References

Municipal Corporations ⇨108.5.

Towns ⇨15, 26.

C.J.S. Municipal Corporations §§ 311 to 313, 315 to 316, 325 to 326.

C.J.S. Towns §§ 41 to 44, 49 to 57, 82 to 93.

In a caselaw database, run TO(268) or 268k[add key number] to retrieve cases
related to Municipal Corporations.

In a caselaw database, run TO(381) or 381k[add key number] to retrieve cases
related to Towns.

Research References

Encyclopedias

NY Jur., 2d, Acknowledgments § 2, Purpose and nature.

NY Jur., 2d, Acknowledgments § 4, Other instruments.

NY Jur., 2d, Counties § 993, Generally.

NY Jur., 2d, Counties § 1002, Generally.

NY Jur., 2d, Elections § 745, Effective date of act or resolution.

NY Jur., 2d, Elections § 748, Petition for referendum; form and content.

NY Jur., 2d, Elections § 749, Number and validity of signatures on petition.

NY Jur., 2d, Elections § 750, Objections to petition.

NY Jur., 2d, Elections § 752, Election at which submitted.

Opinion 96-11 State Comptroller

TOWN BOARD -- Powers and Duties (submission of resolution for sale of real property to referendum on board motion)

TOWN LAW, §§64(2), 94: A town board, on its own motion without the necessity of a petition, may submit a resolution for the sale of real property to voter approval.

This is in reply to your inquiry concerning certain land originally acquired by a county for non-payment of taxes. The county conveyed the property to the town for \$100.00 in 1981. You state that the town board does not presently have any intended use for the property and is considering sale of the property. You ask whether the town board, on its own motion, may subject this proposed land sale to referendum.

~~§64(2)~~
Pursuant to Town Law, §64(2), a town board may acquire by lease, purchase or eminent domain procedures land required for any town purpose (see also Town Law, §§81, 220; cf. 1981 Opns St Comp No. 81-203, p 216). As a general rule, when real property is no longer needed for town purposes, a town board, upon adoption of a resolution subject to permissive referendum, may convey the real property (Town Law, §64[2]; see, e.g., 1981 Opns St Comp No. 81-5, p 4; cf. County Law, §215(8) and Real Property Tax Law, §1166, exempting real property acquired by a county by tax title from certain procedural requirements generally applicable to the disposition of county real property).⁽¹⁾

It is well-established that a town board may not submit a matter to referendum unless authorized or required to so by State statute (1991 Opns St Comp No. 91-58, p 160 and citations therein). Permissive referendum requirements for a town are set forth in article 7 of the Town Law (§90 et seq.). Section 94 provides that a town board, on its own motion, may cause to be submitted for voter approval any board resolution against which a petition for permissive referendum could be filed pursuant to Town Law. Since section 64(2) provides that a board resolution for the sale of real property is subject to the permissive referendum petition process, the town board, on its own motion without the necessity of a petition, may submit such a resolution to voter approval (see Ecker v Town of West Seneca, 87 Misc 2d 322, 384 NYS2d 613).

Finally, we note that, although section 64(2) contains no competitive bidding requirement (see, e.g., Opn No. 81-5, *supra*), the town board, when selling unneeded real property, has a fiduciary duty to secure the best price obtainable in its judgment or the most beneficial terms in the public interest (see, e.g., Matter of New City v Flagg, 111 AD2d 814, 490 NYS2d 560 affd 66 NY2d 980, 499 NYS2d 395; Orelli v Ambro, 41 NY2d 952, 394 NYS2d 636; Ross v Wilson, 308 NY 605; Davis v Board of Education, 125 AD2d 534, 509 NYS2d 612 leave denied 69 NY2d 613, 517 NYS2d 1028; Creole v Guiliani, _____ Misc 2d _____, 636 NYS2d 547; 1994 Opns St Comp No. 94-12, p 19; 1993 Opns St Comp No. 93-21, p 36; 1990 Opns St Comp No. 90-37, p 84). The method of sale chosen is within the board's discretion, but should be the one which the board believes will yield the best price or maximum financial benefits (*id.*). To fulfill this fiduciary duty, the board should take appropriate measures, which may include obtaining one or more appraisals and utilizing a real estate broker to identify potential buyers (see, e.g., Opn No. 90-37, *supra*; 29 Opns St Comp, 1973, p 165; 26 Opns St Comp, 1970, p 242; 16 Opns St Comp, 1960, p 419; 14 Opns St Comp, 1958, p 213).

Monthly Town Board Meeting

October 2, 2014

7:30 p.m.

Town Hall

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- Public Hearing of August 27, 2014 – Continental Village Fire Department Lease/Purchase.
- Weekly Town Board Meeting of August 27, 2014
- Monthly Town Board Meeting of September 4, 2014
- Special Town Board Meeting of September 17, 2014

COMMITTEE REPORTS

- 1) Conservation Board
- 2) Recreation
- 3) Recycling
- 4) Planning Board
- 5) Zoning
- 6) Highway
- 7) Building & Land Acquisition
- 8) Putnam County Legislator

AGENDA

1. Resolution authorizing Town Clerk Merando to advertise for bidders for #2 Fuel Oil-Bulk Delivery at the Claudio Marzollo Community Center.
2. Resolution appointing a liaison to the RUPCO – Green Jobs Green New York Partnership Pact.
3. Resolution authorizing Supervisor Shea to sign the amendment to the Agreement for Special Prosecutor Services for the Town of Philipstown's Courts.
4. Resolution directing Roger Chirico, Highway Superintendent to remove the "NO THROUGH TRAFFIC- LOCAL TRAFFIC ONLY" signs from Old Albany Post Road. (*see Resolution # 88-1998*)
5. Discussion regarding paving a portion of East Mountain Road.
6. Resolution accepting the proposal from Stantec for the initial site survey and preparation of Base Map for Manitou Station Road.
7. Resolution authorizing the Justice Court to apply for a 2014-2015 Justice Court Assistance Program Grant.

8. Resolution authorizing Supervisor Shea to sign the Filming Permit for HSI Production. (Nunc Pro Tunc)

9. Resolution needed to proceed with the financing of One (1) New 2014 Tanker/Pumper Truck for the Garrison Volunteer Fire Department.

- SEQRA
- Authorization Resolution

10. Code Enforcement Monthly Report.

11. Schedule Workshop/Meetings

- Schedule Budget Workshops
- Schedule Public Hearing for the 2015 proposed budget: (Suggested date November 5, 2014) *(Public Hearings may exceed estimated times)*

Continental Village Park District Budget	7:30 p.m.
Continental Village Water District Budget	7:35 p.m.
General Budget	7:45 p.m.

12. Any other business that may come before the Town Board.

AUDIENCE

VACANCIES

Board of Assessment Review (1)
CV Park District Advisory Committee (3)
CV Water District Advisory Committee (3)

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

Public Hearing – Continental Village Fire Department – Lease / Purchase
August 27, 2014

The Town Board of the Town of Philipstown held a Public Hearing on the above date at 7:30 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York. The purpose of the hearing is to hear comments for/against the lease-purchase obligation to finance the cost of a new Marion Custom Rescue Truck and Equipment, Truck & Chassis at a cost not to exceed \$375,000.00

PRESENT:

Richard Shea	Supervisor
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman
Michael Leonard	Councilman

Town Clerk Merando read the public notice.

Supervisor Shea reported that the Town Board had met with the fire department and reviewed all aspects of the purchase and are satisfied with the terms for the financing.

There were no comments from the audience.

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried to close the Public Hearing 7:40 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Weekly Town Board Meeting
August 27, 2014

The Town Board of the Town of Philipstown held their Weekly Meeting on the above date at 7:40 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman
Michael Leonard	Councilman

AGENDA

1. Town Board authorizing Mr. Avatar Singh to make a \$5,000.00 security deposit for a certificate of occupancy while his site plan is being reviewed and completed by the applicant for a Liquor Store operation on 3585 Route 9, Cold Spring, New York, by August 1, 2015.

Supervisor Shea stated that the Town Board has been working with the applicant to reach a novel approach in aiding them in opening the proposed Liquor Store while retaining control over them to comply with their site plan. This involves finishing some minor outstanding items from a former site plan, most of which pertains to parking. The applicants have no problem completing the requirements, however, they need a little more time to achieve that. Supervisor Shea went on to say that the Town Board has consulted with the Town Attorney and the Code Enforcement Officer and have drafted a resolution that would require a security deposit of \$5,000.00. This cash bond will be held against them in order for the improvements to be completed. This would then allow them to open their business.

RESOLUTION #

WHEREAS, earlier this year the Town Board rezoned property located at 3585 Route 9, Cold Spring, New York, from "OC" to "HC" in part to permit retail establishments; and

WHEREAS, AKRGS Corp. seeks to open a liquor store on a portion of the rezoned property, and

WHEREAS, it appears that the site plan for retail establishments was never secured; and

Weekly Town Board Meeting
August 27, 2014

WHEREAS, AKRGS has requested permission of the Town Board to occupy the premises at 3585 Route 9, Cold Spring, New York, and to open the liquor store while completing the site plan approval process and the necessary improvements; and

WHEREAS, Kevin Donohue, the Building Inspector, has no objection to the granting of AKRGS's request, but lacks the power to do so and has suggested that AKRGS apply to the Town Board for relief,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That subject to the provisions hereinafter set forth, the Town Board hereby agrees AKRGS as a tenant of the premises located at 3585 Route 9, Cold Spring, New York, is given permission to open a liquor store on the premises it is leasing, provided that site plan approval for the liquor store is secured from the Philipstown Planning Board not later than March 1, 2015 and provided further that all improvements required by the Town be completed by August 1, 2015.
2. The Building Inspector is authorized to issue a temporary CO based upon the provisions contained in this resolution.
3. As security for the performance of AKRGS, the sum of \$5,000.00 shall be deposited with the Town, which monies shall be forfeit in the event AKRGS fails to secure site plan approval by March 1, 2015 and fails to complete the required improvements by August 1, 2015. In that event the temporary CO issued pursuant to this resolution shall be terminated.
4. That this resolution shall take effect upon Avtar Singh, President of AKRGS Corp. executing a copy of this resolution acknowledging his agreement to its terms and provisions and depositing \$5,000.00 with the Town of Philipstown.

Councilwoman Montgomery presented the foregoing resolution which was seconded by Councilman Merandy.

The vote on the foregoing resolution was as follows:

ROLL CALL VOTE

Supervisor Shea	AYE
Councilwoman Leonard	AYE
Councilwoman Montgomery	AYE
Councilman Van Tassel	AYE
Councilman Merandy	AYE

The resolution was thereupon declared duly adopted.

2. Resolutions needed to proceed with the financing of (1) new Marion Custom Rescue Truck and Equipment, Truck and Chassis for the Continental Village Fire Department.

- SEQRA

RESOLUTION #

The following Resolution was presented by Councilman Leonard, seconded by Councilman Merandy and unanimously carried;

WHEREAS, the Continental Village Volunteer Fire Department, Inc., has proposed to enter into a lease-purchase agreement in order to finance certain equipment consisting of (1) New Marion Custom Rescue Truck and Equipment, Truck and Chassis, to be located at the Continental Village Volunteer Fire Department, Inc.;

NOW, THEREFORE, BE IT RESOLVED, that this action is a Type II Action, as defined under NYCRR Part 617.13d, which is an action or class of actions which have been classified by the State of New York to not have a significant effect on the environment and thus do not require environmental impact statements or other determination or procedures under Part 617 of the Environmental Conservation Law.

- Authorization Resolution

RESOLUTION #

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Montgomery and unanimously carried;

WHEREAS, the Continental Village Volunteer Fire Department, Inc., conducted a Public Hearing on August 27, 2014 at 7:30 p.m., at the Town Hall, Town of Philipstown, 238 Main Street, Cold Spring, New York, in connection with entering into an Agreement in order to finance equipment consisting of one new Marion Custom Rescue Truck and Equipment, Truck and Chassis, which hearing was held pursuant to Internal Revenue Code Section 147(f); and

WHEREAS, said Section 147(f) requires approval of such financing by the Town, which approval does not in any way constitute any financial involvement or obligation of the Town;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the Section 147(f) Approval and Written Agreement and Chief Elected Official's Approval, presented by the Continental Village Volunteer Department, Inc., in connection with the foregoing financing.

Weekly Town Board Meeting
August 27, 2014

The Town Board briefly discussed the need for a generator at the Recycling Center, which included costs associated with the installation, etc.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery and unanimously carried to close the Weekly Town Board Meeting at 8:05 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Monthly Town Board Meeting
September 4, 2014

The Town Board of the Town of Philipstown held their Monthly Meeting on the above date at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:	Richard Shea	Supervisor
	John Van Tassel	Councilman
	Michael Leonard	Councilman
ABSENT:	David Merandy	Councilman
	Nancy Montgomery	Councilwoman

REVIEW OF MINUTES

The Minutes of the Town Board Meeting of August 7, 2014, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried, that the Minutes of the Town Board Meeting of August 7, 2014, are hereby approved as presented.

COMMITTEE REPORTS

CB – Councilman Leonard reported that the August 12, 2014 meeting had two (2) applications on the agenda: 316 West Point Road and ESP – 3330 Route 9. Earlier in the day they had performed site visits. The board discussed several other matters; ongoing bank mitigation on 9D, Stormwater, plant invasion, and fencing and protecting new trees. The next meeting is scheduled for September 9, 2014.

RECREATION – Councilwoman Montgomery was not present. No report submitted.

RECYCLING – Councilwoman Montgomery was not present. No report submitted.

PLANNING BOARD - Councilman Leonard reported that there was no meeting since his last report. The next meeting is scheduled for September 18, 2014.

ZONING – Councilman Van Tassel reported that there was no meeting since his last report. The next meeting is scheduled for September 8, 2014.

HIGHWAY – Councilman Van Tassel read the report submitted by Highway Superintendent Roger Chirico, which is on file at the Town Clerks office.

BUILDING & LAND ACQUISITION – Supervisor Shea noted that there was an Agenda item on this and it would be discussed later in the meeting.

PUTNAM COUNTY LEGISLATOR – Legislator Scuccimarra reported that there will be another “Medication Take Back Day” (sponsored by the County) on September 20, 2014, from 9:00am to 12:00pm, at the American Legion building. Last year she had focused on medication getting into your drinking water and unfortunately it was sparsely attended. Due to the drug crisis this year they will be doing more advertising and focusing on discarding of unused medications in the household so children and others cannot get their hands on them. A bus for seniors will be provided, if necessary.

Legislator Scuccimarra announced that this is Suicide Prevention Week. Putnam County has an APP with helpful information that can be downloaded and they also have a crisis hotline (845) 225-1222.

Legislator Scuccimarra reported that she attended a meeting today at the Office of Senior Resources. Information was provided on the services that are offered to the seniors; wellness program, legal services, home delivered meals, and a heat program.

She announced that there is a new scam going around where the caller tells you that you owe monies and will be arrested if you do not call a certain number (an out of state number). Please beware.

Legislator Scuccimarra took a ride with Highway Superintendent Chirico to check out the paving work that was done on Lane Gate Road. She said that they have done a very good job. She also mentioned that Route 9 has been repaved.

She then reported that a meeting has been scheduled for September 23, 2014 with the County, Villages and Town to discuss Butterfield project.

Lastly, she asked that people consider contributing to a Fund Raiser for “Drug Crisis in our Backyard”. This group (several people who lost children to drug abuse) is working hard to get the word out about drug abuse.

**TOWN OF PHILIPSTOWN
MONTHLY REPORT OF TOWN SUPERVISOR
MONIES RECEIVED AS OF SEPTEMBER 4, 2014**

GENERAL & PART-TOWN FUNDS

NYS DFY (2013)	1,982.00
NYS Tree Grant	1,000.00
Rec. Fees 7/14	104,190.15
Tax Coll. Penalty Int	6,751.74
Tax Coll. Reminder Fee	98.00
Tax Coll. Reminder Fee	364.00
Tax Coll. Bank Int.	6.73
Bldg. Fees 8/14	8,892.16
CTV Fee	19,356.00
CTV Fee	12,900.00
PC DWI	220.00
Bank Int.	58.42

HIGHWAY FUND

Gen. Fund Ck Gas	1,055.36
Gen. Fund Ck Gas	177.16
Brookfield Removal-Junked Truck	2,500.00
Bank Int.	107.95

CONTINENTAL VILLAGE WATER DISTRICT

Bank Interest	2.26
Water Collection	80,000.00

CONTINENTAL VILLAGE PARK DISTRICT

Bank Interest	10.00
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4. Discussion with regard to a petition received by the Town addressing the paving of a portion of East Mountain Road South.

Supervisor Shea reported that a couple of weeks ago the Town received a petition from residents along a section of East Mountain Road South requesting that this section of the road be paved. He said that this is something that is being taken under consideration and has been discussed with the Highway Superintendent and put in the budget. There has never been an open discussion about this - just never got to that level. He went on to say that the Town also received letters from those against it. Supervisor Shea asked anyone who wanted to comment on this to limit remarks so that everyone could have a chance to speak.

Councilman Van Tassel commented that he thinks there is a lot of demand on the road, a lot of traffic, and that in the winter it becomes a hazard with mud and salt, which makes it very hard to drive on.

At least two-dozen residents attended the meeting including Robert Jube, Grace Snowden, Al Gerelli, Mr. & Mrs. Lusk, Paul Tschinkel, Andy Galler, and Terry Zaleski, to comment for and against the paving of a section of East Mountain Road South.

Comments for paving included: increase of traffic creating dust causing health problems, damage to plants and vegetation, dangerous conditions during rains and cold weather.

Comments against paving included: speeding, loss of rural quality.

One resident suggested that alternative solutions should be looked into; one being a dirt like substance that would help the dust problems.

Supervisor Shea said that this has been in the making for two to three years. It has been through a vetting process, has gone through court and an entire review. He remarked that this was the first real open discussion on this pavement issue. The Board plans on continuing the discussion, possibly having a workshop and then they will come to a resolution.

5. Resolution authorizing Roger Chirico, Highway Superintendent to purchase Volvo Motor Grader in the amount of \$180,312.00.

Supervisor Shea explained that this was an item approved with the 2014 budget. Superintendent Chirico has worked effortlessly to find a used grader. He did a lot of research and it is his opinion that the Town should purchase a new grader since this is a necessary piece of equipment.

RESOLUTION #-2014

The following Resolution was presented by Councilman Van Tassel, seconded by Councilman Leonard and unanimously carried;

AGENDA

Town Clerk Merando noted that there would be a change to the Agenda. Item #10 will move to #1 – a discussion with regard to Cablevision bills for seniors.

1. Discussion with regard to a petition submitted to the Town calling for discounts for Seniors and Veterans on their Cablevision bills.

Mr. Jan Thacher provided a copy of a petition, which was signed by over 500 residents and submitted to Cablevision requesting low fixed flat rate cable service for Seniors/Disabled/Fixed Income residents of Philipstown. Mr. Thacher went on to discuss the fact that cable services are no longer just entertainment, but a primary source of communication; a necessary resource for seniors and disabled residents. While collecting these signatures they found that due to rising costs, some residents have had to cut services or discontinue service altogether due to limited income. He said that there is a lack of competition in this area and would like help from the Town to advise these providers of the community's needs and to have some kind of workable solution. Supervisor Shea said the timing is excellent as the Town is going into franchise negotiations, and the Town Board has limited leverage, but they do have some. In the next couple of weeks a workshop will be scheduled and the Town Board will ask for the residents participation.

2. Resolution re-appointing Anne Nichter to the Board of Assessment Review for a 5-year term, which will expire on September 30, 2019.

Supervisor Shea stated that there is another vacancy on the Board of Assessment Review and have received a letter of interest. They would like to get this person in for a quick interview so that they have a full complement on the board.

RESOLUTION #-2014

The following Resolution was presented by Councilman Van Tassel, seconded by Councilman Leonard and unanimously carried;

RESOLVED, that the Town Board hereby re-appoints Anne Nichter as a member of the Board of Assessment Review for a 5-year term, which will expire on September 30, 2019.

3. Resolution authorizing Town Clerk Merando to advertise for bidders for the repairs to the Indian Brook Road Culvert. (Nunc Pro Tunc)

RESOLUTION #-2014

The following Resolution was presented by Councilman Leonard, seconded by Councilman Van Tassel and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Town Clerk Merando to advertise for bidders for the repairs to the Indian Brook Road Culvert. (Nunc Pro Tunc)

RESOLVED, that the Town Board hereby authorizes Roger Chirico, Highway Superintendent to purchase a Volvo Motor Grader from HGABuy in the amount not to exceed \$180,312.00 as per the proposal submitted on August 8, 2014.

6. Resolution accepting the Appraisal completed by McGrath & Company, Inc., for the VFW Hall, located at 34 Kemble Avenue, Cold Spring, New York.

RESOLUTION #-2014

The following Resolution was presented by Councilman Leonard, seconded by Councilman Van Tassel and unanimously carried;

RESOLVED, that the Town Board hereby accepts the appraisal submitted by McGrath & Company, Inc., of 1069 Main Street, Fishkill, New York, for town-owned property located at 34 Kemble Avenue, Cold Spring, New York, known as the VFW Hall.

7. Resolution deeming that the VFW property to be a surplus and unnecessary for the Town use and directing it be offered for sale to the highest bidder.

Supervisor Shea noted that this has been talked about for a while and has been discussed with the veterans who were okay with it. He remarked that it is surplus and the Town could definitely get by without it.

RESOLUTION #-2014

The following Resolution was presented by Councilman Leonard, seconded by Councilman Van Tassel and unanimously carried;

WHEREAS, heretofore the Town Board has discussed the possibility of the Town selling property it owns known as the VFW Hall, located at 34 Kemble Avenue, Cold Spring, New York, and appearing on the tax maps as 48.-12-2-58 (hereinafter the "Property,") and;

WHEREAS, the Town Board has retained McGrath & Company, Inc., to prepare and present an appraisal of the Property to assist the Town Board in determining what the appropriate asking price for the Property should be, and;

WHEREAS, it is timely for the Town Board to proceed with a number of actions relating to the proposed sale of the Property;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Town Board hereby deems the Property to be surplus and unnecessary for the Town's use and directs that it be offered for sale to the highest bidder, but no less than the appraised value, and;
2. That upon receipt of the appraisal from McGrath & Company, Inc., and following review and acceptance of the appraisal, the Town Board will proceed by publishing a notice in the official newspaper of the Town and posting a copy of the same on the Town Clerk's bulletin board requesting bids from proposed purchasers, which

said bids are required to be in an amount not less than the figure established by the Town Board following receipt and review of the McGrath appraisal, and:

3. The sale of the Property is subject to a permissive referendum pursuant to the provisions of Section 64, Subdivision 2 of the Town Law of the State of New York, which must be set forth in the notice to bidders as well as the Town Board reserving the right to reject any and all such bids.

8. Type II SEQRA resolution with regard to the sale of the VFW Hall as an unlisted action.

RESOLUTION #-2014

The following Resolution was presented by Councilman Van Tassel, seconded by Councilman Leonard and unanimously carried;

WHEREAS, the Town Board of the Town of Philipstown has discussed the possibility of the Town selling property it owns known as the VFW Hall, located at 34 Kemble Avenue, Cold Spring, New York and appearing on the tax map as 48.-12-2-48.

NOW, THEREFORE, BE IT RESOLVED, that the action is a Type II Action, as defined under NYCRR Part 617.13d, which is an action or class of actions which have been classified by the State of New York to not have a significant effect on the environment and thus do not require environmental impact statements or other determination or procedures under Part 617 of the Environmental Conservation Law.

9. Resolution authorizing Town Clerk Merando to advertise the sale of the VFW in the Putnam County News & Recorder and The Paper.

Supervisor Shea said that one addendum to this will be to sit down and do some formatting before advertising.

RESOLUTION #-2014

The following Resolution was presented by Councilman Leonard, seconded by Councilman Van Tassel and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Town Clerk Merando to advertise the sale of the VFW Hall located at 34 Kemble Avenue, Cold Spring, New York.

10. Resolution supporting the RUPCO Green Jobs – Green New York Program.

Supervisor Shea noted that the Town Board had the people from RUPCO in at last months meeting about green jobs and he thinks that it is a great program and wants to support them. This program is under the auspices of NYSERDA. Supervisor Shea wants to give credit to Councilwoman Montgomery because she did a lot of work spearheading this.

RESOLUTION #-2014

The following Resolution was presented by Councilman Leonard, seconded by Councilman Van Tassel and unanimously carried;

WHEREAS, RUPCO with the mission of creating homes, supporting people, and improving communities, is a constituency-based organization (CBO), making it easier for homeowners, renters, landlords, not-for-profits and small businesses to participate in energy efficiency programs offered by the New York State Energy Research and Development Authority (NYSERDA), as lead CBO for the Mid-Hudson Region, have been awarded a contract by NYSERDA to build an effective residential energy efficiency program that uses the high quality standards of the state's Green Jobs – Green New York (GJGNY) Program combined with activation of local trusted sources for word-of-mouth outreach,

WHEREAS, it is understood that the NYSERDA GJGNY is a statewide program to promote energy efficiency and the installation of clean energy technologies to reduce energy costs and reduce greenhouse gas emissions. The program will support sustainable community development and create opportunities for green jobs. This program will be administered by NYSERDA.

WHEREAS, the GJGNY Program provides New Yorkers with access to energy audits, installation services, low-cost financing, and pathways to training for various green-collar careers; and

WHEREAS, the GJGNY Program delivers services in targeted communities with the support of CBOs to recruit residential, small businesses, Not-for-Profits (NFP), and multi-family building owners into the energy audit and financing programs; and encourage individuals to take advantage of clean energy training opportunities; and

WHEREAS, the Town of Philipstown Town Board wishes to participate in the GJGNY Program to extend the benefits of energy efficiency to the residents, small businesses, not-for-profits, municipalities, and multi-family building owners throughout the Town of Philipstown; and

WHEREAS, the GJGNY Program solicits local community participation in order to maximize the outreach in driving demand for energy upgrades of homes; and

WHEREAS, the GJGNY Program provides a robust toolkit of resources, including staff and print and online materials, available to the partner municipalities who support and participate in the GJGNY Program; and

NOW, THEREFORE BE IT RESOLVED, that Town of Philipstown Town Board hereby adopts the RUPCO Green Jobs Green New York Partnership Pact, which states as follows: RUPCO and the Town of Philipstown will work together to identify the key community resources, to wit, a Municipal Energy Liaison, Energy Advocates, and Local Trusted Sources, to support the short and long term success of the RUPCO – Town of Philipstown Program.

BE IT FURTHER RESOLVED, the Town of Philipstown Town Board authorizes Supervisor Richard Shea to appoint a Municipal Energy Liaison or Liaisons from among municipal staff or civic volunteers, with the understanding that the Liaison(s) will serve as the chief point of contact between the RUPCO staff and the Town of Philipstown and its residents and civic associations and groups interested in promoting residential energy efficiency; and;

BE IT FURTHER RESOLVED, the Liaison(s) will work with the RUPCO GJGNY Outreach staff to identify local Energy Advocates, who typically will be homeowners in the community who completed a Home Performance with ENERGY STAR assessment and implemented energy upgrades to achieve savings, and whose role will be to assist the Liaison(s) in identifying local civic groups, both formal and informal, also known as Local Trusted Sources, whose members may be interested in learning about residential energy efficiency; and

BE IT FURTHER RESOLVED, the Energy Liaison(s) and local Energy Advocates will collaborate with the RUPCO staff in opening doors with civic groups for presentations about the GJGNY Program information, and any other outreach methods that the Municipal Liaison(s), Energy Advocates, and Local Trusted Sources may find effective in tailoring the GJGNY Program to this municipality.

11.Code Enforcement Monthly Report

Town Clerk Merando read the report submitted by the Code Enforcement Officer, Kevin Donohue, copy of which is on file in the Town Clerks Office.

12.Schedule Workshops/Meetings.

Supervisor Shea said that they would hold off on scheduling any meetings until all Board members are available.

13.Any other business that may come before the Town Board.

Supervisor Shea wanted to briefly touch on one item - that being the purchase of a generator for the former landfill for the Town's communication tower. The Board will go ahead and move on this at a later date since they have gotten all the information together. He noted that it would be right around \$5,000 and will be purchased and installed directly from the supplier. It can be used by the Highway Department so they equally support it. The Highway Department was responsible for the initial set up of the tower.

Supervisor Shea wanted to thank the Highway Superintendent personally for resolving the issue down in Continental Village where they did the improvement on the end of Old Albany Road. A lot of drainage was put in and things have vastly improved. There were two properties (one of an elderly couple), that were continuously being flooded and it is nice to get in there and have these issues resolved. The next area they will be looking at is Knollwood Drive. The plan will be refined before the end of the year.

Monthly Town Board Meeting
September 4, 2014

Supervisor Shea reported that the Town received the final set of drawings for the Fjord Trail sidewalk project. He thanked the Village of Cold Spring, Recreation Commission and our Engineer. He said that he is waiting word on a Multi Modal Program Grant, which he wrote a couple of months ago with the support of Assemblywoman Sandy Galef. He thinks they will be successful in getting it and should know in the next couple of weeks. The Town is working closely with the State of New York, NYS Parks, and DOT to improve the Washburn Parking Lot, expanding and creating handicap parking and said, "This is something we are really pushing." The Town Board is also waiting news on a "Consolidated Funding Application" that was submitted last year and should have information in October whether they were successful. Those funds will be used toward improvements around the Breakneck Station. He went on to say that they are partnering with The Highland Land Trust and their Board, which has been super supportive. Scenic Hudson has taken a point of lead and has put a huge amount of resources into this.

Councilman Van Tassel will be attending a program Monday night given by Putnam County Transportation Safety Board, to become a "Car Fit Instructor." It is all about keeping seniors active and mobile. After the program they will go to Senior Centers throughout the County providing classes to make sure mirrors are right, seats are right, etc.

Supervisor Shea asked Councilman Leonard about the wind power project. Councilman Leonard responded that it is before the attorney who will take a look at it and get things together to change the zoning.

Supervisor Shea reported that the cemeteries would be mowed next week after much delay. The contractor who had been hired could not do the job, but had not informed the Town. The Board will also reach out to Haldane to fix the fence.

Town Clerk Merando had two (2) additional items added to the Agenda:

1) Proposal for initial site survey and preparation of base map for Manitou Station Road submitted by Stantec.

Supervisor Shea said that this is something that definitely has to be discussed with the..... We know that we have to do something down at Manitou Station. This is going to require a large capital infusion – about \$750,000.00. It is something that the Town Board will have to take a close look at, have a discussion with the Comptroller and look at the budget. He said they have been working with the County and the efforts to secure money have been unsuccessful. Legislator Scuccimarra said that she thinks that they need to have another meeting. Supervisor Shea said that they will meet, but they will act because the Town needs to get down there and secure the area. He would like to table this until they can get a full Board, can sit down with the Highway Superintendent and schedule a workshop on this issue.

2) Resolution naming Mulberry Street a new road that is associated with East Mountain Holdings LLC minor subdivision off of Hustis Road.

The resolution is contingent on receiving the house number from the County of Putnam. Town Clerk Merando said that she would have that tomorrow. Supervisor Shea thanked the Town Clerk for all the work she did on this.

RESOLUTION #

The following Resolution was presented by Councilman Van Tassel, seconded by Councilman Leonard and unanimously carried;

WHEREAS, the Town Board of the Town of Philipstown hereby approves "Mulberry Street" as the name of the road associated with the East Mountain Holdings, LLC minor subdivision; and

WHEREAS, "Mulberry Street" is located off of Hustis Road, in the Town of Philipstown;

NOW, THEREFORE, BE IT RESOLVED, contingent upon receiving the house number from the County of Putnam for Section 16.19, Lot 1, Block 27.13 this action is effective immediately.

AUDIENCE

Mr. Andy Chmar asked if there was going to be a Townwide Cleanup this year. Supervisor Shea said that so far there is not, but there is a good chance there could be one.

Mr. Jube said that he is curious about the rumble strips that were placed on Route 9 two weeks ago because he was told that this would not happen. Councilman Van Tassel said that when he spoke with the Transportation Safety Board and DOT he was told that it would not be done due to noise complaints from residents, so he is just as surprised. Mr. Jube does think that it is a good thing and believes that it will be much safer. Another item he would like to ask about is East Mountain Road South by the Rosenstein's; one day he noticed red paint on the road and several days later sees this metal railing (about 200 feet) there. He understands safety, but is baffled for the need for this. He added that the silver color is pretty ugly and feels that it would be nice to do something different, maybe wood. Councilman Van Tassel said it can be explored - there may be a reason for it, such as an engineering issue. Another audience member remarked that three residents on the road, who own the pond, had the railing installed for liability reasons.

Mary Ellen Finger appeared tonight to give the Town Board a copy of grants that are available from NYSEDA that she had mentioned at the last meeting. She also found other grants: Hudson Valley Greenway Communities Grant Program, NYS Environmental Protection Fund Urban Forestry Grant, and NYS Environmental Facilities grant. She will give the info to Town Clerk Merando. She said that perhaps there would be some monies for training and education for homeowners and landowners.

Monthly Town Board Meeting
September 4, 2014

Supervisor Shea noted that the Town did receive a Greenway Grant and a Forestry Grant. He said that there is a little tree nursery at the Haldane School and was working with Eco kids to put trees around Cold Spring.

Mr. Andy Merante wanted to ask the Town Board if there is any possibility to find out from Verizon why they just skipped Philipstown for FIOS. He said, "We are held prisoner to Cablevision" because when the introductory period ends the fees rise tremendously and this is a burden on people. He is asking the Town Board to make a thrust to Verizon to help. Supervisor Shea said that he has done a lot of research on FIOS and FIOS is not coming to Philipstown. Verizon is not expanding this program anywhere. Mr. Merante would like to see competition come into the Town so that there would be some relief from the fees.

VACANCIES

Board of Assessment Review (1)
CV Park District Advisory Committee (3)
CV Water District Advisory Committee (3)

APPROVAL OF VOUCHERS

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried that the General Vouchers in the amount of \$188,439.98 are hereby approved as set forth in Abstract 8A & 9.

Councilman Leonard made a motion, seconded by Councilman Van Tassel and unanimously carried that the Highway Vouchers in the amount of \$119,059.67 are hereby approved as set forth in Abstract 8A & 9.

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried that the CVPD Vouchers in the amount of \$6,184.67 are hereby approved as set forth in Abstract 9.

Councilman Leonard made a motion, seconded by Councilman Van Tassel and unanimously carried that the CVWD Vouchers in the amount of \$6,658.76 are hereby approved as set forth in Abstract 9.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Leonard to close the Town Board Monthly Meeting at 9:10 pm.

Respectfully submitted by,

Theresa Crawley
Deputy Town Clerk

Special Town Board Meeting
September 17, 2014

The Town Board of the Town of Philipstown held a Special Meeting on the above date at 10:00 a.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
John Van Tassel	Councilman
Michael Leonard	Councilman

ABSENT:

Nancy Montgomery	Councilwoman
Dave Merandy	Councilman

AGENDA

1. Resolution authorizing Pidala Electric to supply and install a 10KW propane Generac generator at the Recycling Site, located on Lane Gate Road, Cold Spring, New York, at an amount not to exceed \$6,000.00.

RESOLUTION #

The following Resolution was presented by Councilman Van Tassel, seconded by Councilman Leonard and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the contract with Pidala Electric to do the required wiring for a new 10KW Generator to be located at the Recycling Center on Lane Gate Road; and

BE IT RESOLVED, that the Town Board hereby approves the purchase of one (1) Generac Generator from Gentech, LTD of 3017 Route 9W, New Windsor, New York; and

BE IT FURTHER RESOLVED, that the Town will hire Synergy Gas Corp. to install the propane hook up for the generator with the total costs for all the above not to exceed \$6,000.00

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried to close the Special Meeting at 10:06 a.m.

Respectfully submitted by,

Tina M. Merando, Town Clerk

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Town Clerk Merando to advertise for bidders for Bulk delivery of #2 Fuel Oil at the Claudio Marzollo Community Center.

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby appoints _____ to serve as the liaison to RUPCO – Green Jobs Green New York Partnership Pact.

LAW OFFICE OF ANGEL I. FALCÓN
1436 ROUTE 52
FISHKILL, NEW YORK 12524
Phone: (845) 687-3000
Facsimile: (845) 896-4755
Email: Afalcon@angelfalconlaw.com

September 2, 2014

VIA REGULAR MAIL

Hon. Stephen G. Tomann
Town of Philipstown Justice
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

Re: Amendment to Agreement for Special Prosecutorial Services—Town of Philipstown

Dear Judge Tomann:

As a follow up to our telephone conversation of earlier, enclosed herewith please find three (3) partially executed Amendments to the “Agreement For Special Prosecutorial Services” meant to supplement the agreement previously dated February 6, 2014 between myself and the Town of Philipstown.

In the event the same meets with your satisfaction, kindly return one fully executed copy to my office in the self addressed enclosed envelope.

Do not hesitate to contact me if you have any further questions.

Respectfully I remain,

Very Truly Yours,

ANGEL I. FALCÓN
Enclosures

*Submitted to
Tina
I approve
S.G.*

RECEIVED

SEP 04 2014

TOWN OF PHILIPSTOWN COURT

**AMENDMENT TO AGREEMENT FOR SPECIAL PROSECUTORIAL SERVICES IN
THE TOWN OF PHILIPSTOWN**

This Agreement as of the ____ day of September, 2014 by and between the Town of Philipstown with a principal office located at 238 Main Street, Cold Spring, New York 10516 (hereinafter referred to as the "Town") and Angel I. Falcon, Esq., of the Law Office of Angel I. Falcon, with an office located at 1436 Route 52, Fishkill, New York 12524 (hereinafter the "Special Prosecutor").

WHEREAS, pursuant to a resolution of the Town dated January 9, 2014, the Special Prosecutor, was designated Special Prosecutor of New York State Vehicle and Traffic Violations and related matters pending in the Town of Philipstown Justice Court presided over by Judge Steven E. Toman; and

WHEREAS, the Putnam County District Attorney, Adam Levy, Esq., authorized the same pursuant to his letter dated January 27, 2014; and

WHEREAS, the parties wish to amend their prior Agreement For Special Prosecutorial Services in the Town of Philipstown dated February 6, 2014 to reflect Angel I. Falcon Esq.'s new law office location; and

WHEREAS, the parties hereto wish to memorialize their agreement for the services to be rendered by Angel I. Falcon, Esq., in connection with his duties as Special Prosecutor in the Town.

NOW THEREFORE, in exchange for the mutual promises and covenants herein and for other good and valuable consideration, it is hereby agreed by the parties as follows:

1. That all of the precatory paragraphs recited above are hereby incorporated into the body of this agreement.

2. That all of the underlying terms and conditions as previously set forth in the Agreement For Special Prosecutorial Services dated February 6, 2014 shall remain in full force and effect except as otherwise specified herein.

3. That the Special Prosecutor shall be compensated at the rate of \$100.00 per hour for the work to be performed as specified above. All payments shall be received by the Special Prosecutor within thirty (30) days of the issuance of his invoice to the Town and shall be mailed by the Town to him at the following address:

Law Office of Angel I. Falcon
1436 Route 9
Fishkill, New York 12524

Invoices shall be sent to the Town by the Special Prosecutor on a monthly basis for the duration of this Agreement.

4. That either party may terminate this Agreement upon sixty (60) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have respectfully signed and sealed these presents the day and year first written above.

Town of Philipstown

By: _____

By:  _____

Angel I. Falcon, Esq.

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the amended Agreement between the Town and Angel Falcon for Special Prosecutor Services for the Justice Court.

September 23, 2014

TO: Town Board

On or about September 15th, Mr. John Cimorelli contacted the Philipstown Highway Department regarding the Old Albany Post Road "Local Traffic Only" sign. The Highway Department informed him that there was a resolution passed by the Town Board authorizing the closure. Mr. Cimorelli was then referred to the Town Clerk's office to obtain a copy of said resolution. Upon speaking with Mr. Cimorelli, the Clerk's office searched the resolution files. The only resolution found was one passed on March 23, 1998 at a Special Meeting. This resolution states that a Local Traffic Only sign be installed on Old Albany Post Road, Frazier Road and Indian Brook Road for the duration of the construction on Route 9 (copy attached). Since construction was completed on Route 9 quite some time ago, a resolution is required for the Highway Department to remove the sign(s) in question.

/jbc

TOWN BOARD SPECIAL MEETING
MARCH 23, 1998

ITEM #3 - Resolution needed authorizing Highway Superintendent Chirico to install "NO THROUGH TRAFFIC - LOCAL TRAFFIC ONLY on Old Albany Post Road, Frazier Road and Indian Brook Road.

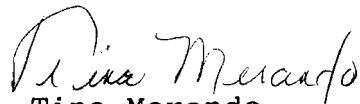
RESOLUTION #88-98

The following Resolution was presented by Councilman Engelbride, seconded by Councilman Merante and unanimously carried:

RESOLVED, that Highway Superintendent Chirico is hereby authorized to install Local Traffic Only signs on Old Albany Post Road, Frazier Road and Indian Brook Road for the duration of the construction on Route 9.

Their being no further business to discuss, Councilman Engelbride made a motion, seconded by Councilman Merante to Close the Special Meeting at 4:50 p.m.

Respectfully submitted by,


Tina Merando
Deputy Town Clerk



Town Clerk <townclerk@philipstown.com>

Old Albany Post Road Resolution

2 messages

Town Clerk <townclerk@philipstown.com>

Tue, Sep 16, 2014 at 12:10 PM

To: nymagna@aol.com

Mr. Cimorelli,

The Highway Superintendent is away on business until next week and we need to get clarification from him regarding the resolution on the closing of Old Albany Post Road.

--

Joan Clauss
Deputy Town Clerk
Town of Philipstown
238 Main St.
Cold Spring, NY 10516

TEL: 845-265-3329

FAX: 845-265-3958

Main <nymagna@aol.com>

Tue, Sep 16, 2014 at 12:37 PM

To: Town Clerk <townclerk@philipstown.com>

Thank you very much.

Sent from my iPhone

[Quoted text hidden]



Town Clerk <townclerk@philipstown.com>

Traffic Only Sign - Old Albany Post Road et al

1 message

Town Clerk <townclerk@philipstown.com>

Tue, Sep 23, 2014 at 12:04 PM

To: TownBoardMembers <TownBoardMembers@philipstown.com>

The attached will be placed on the October Monthly Meeting Agenda.

Joan

--

Tina M. Merando
Town Clerk
Town of Philipstown
238 Main St.
Cold Spring, NY 10516

TEL: 845-265-3329

FAX: 845-265-3958

*This e-mail and any files transmitted with it are confidential and intended solely for the individual named. If you have received this e-mail in error, please notify the system manager. This e-mail and any files transmitted with it are confidential and intended solely for the individual named. If you have received this e-mail in error, please notify the system manager.



Traffic Sign - Old Albany Post Road et al.pdf

40K

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

WHEREAS, on March 23, 1998 the Town Board directed Highway Superintendent Chirico to place "LOCAL Traffic Only" signs on Old Albany Post Road, Frazier Road and Indian Brook Road for the duration of the construction on Route 9 (Resolution #88-98);

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby directs Highway Superintendent Chirico to remove "LOCAL TRAFFIC ONLY" signs from the above noted roadways in the Town of Philipstown.



Stantec Consulting Services, Inc.
5020 Route 9W, Suite 103, Newburgh NY 12550 Phone: 845) 562-3430

August 6, 2014

Mr. Roger M. Chirico
Highway Superintendent
Town of Philipstown
238 Main Street
Philipstown, NY 10516

Reference: Manitou Station Road - Proposal for initial site survey & preparation of Base Map

Dear Mr. Chirico,

As per your request, we have prepared this proposal for providing professional services for the first phase of the Manitou Station Road project – field survey and preparation of project base map.

Based on our meeting with you on June 18, 2014 and follow up work to make preliminary delineations of the drainage sheds in the project area, we recommend that the following tasks be included in this phase:

- 1) Field Survey - Scope of field survey work to include obtaining topographic data for Manitou Station roadway in the project area. This project area will include approximately 600 feet along the centerline of the existing roadway. The width of coverage will include approximately 25 feet north and south of the edge of the existing pavement (as allowed by field conditions and depth of water if encountered.) The survey will also collect information on locations of all natural and manmade features, above ground utilities, underground utilities, and location(s) of any existing property boundary markers that are visible during the field work. As stated in the RFP, Town staff will assist by searching records of relevant parcels in the project area to help locate boundary markers. *(It is our recommendation that no property boundary survey be included in this initial phase. Once a preliminary design has been developed for the roadway re-construction work, it will be more appropriate to identify what adjoining private properties may be affected. Any boundary survey work required at that time can then be identified)*





July 30, 2014
Page 2 of 2

Reference: Manitou Station Road – Proposal for initial site survey & preparation of Base Map

- 2) Plan and Profile of existing railroad and existing culverts under the railroad in the project area. Based on our conversations, it is our understanding that the town has contacts with the Metro North railroad staff and can obtain drawings of the railroad from the for this area. Information from the railroad should include details for three (3) culverts including inverts and size of the openings.
- ☐ The first culvert is indicated approximately 4000 feet south of Manitou Station Road.
 - ☐ The second culvert is indicated approximately 800 feet south of Manitou Station Road.
 - ☐ The third culvert is approximately 250 feet north of Manitou Station Road.
- 3) Project Base Map – after the field survey has been completed and information for the culverts under the rail road has been obtained, Stantec will prepare a project base map with 1 foot contours. As per the RFP, two copies of the base map will be delivered to the town.

The estimated costs for the above scope of services are \$9,300.

We look forward to working with you if the Town approves this proposal.

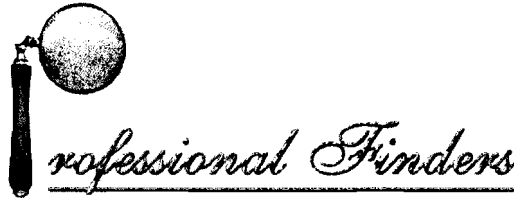
Respectfully Submitted,

STANTEC CONSULTING SERVICES INC.

Troy A. Wojciekofsky P.E., LEED - AP
Senior Project Manager
troy.wojciekofsky@stantec.com

STANTEC CONSULTING SERVICES INC.

R. Mark Dempf, P.E., ENV-SP
Principal-in-Charge
mark.dempf@stantec.com



To: FOIA Officer, Clerk, City Manager, or Department Director
From: Jeff Koch
Subject: New York Freedom of Information Law Request (2 PAGES TOTAL)
Date: August 29, 2014

Dear FOIA Officer, Clerk, City Manager, or Department Director,

Please accept this formal letter in lieu of a Public Records Request Form due to the description of the records we are requesting. If you are not the records coordinator or custodian of the requested records please kindly forward our request to the certain departments or persons in possession of the documents we are requesting. If the requested formats of the records we are requesting do not currently exist, we would like to obtain copies of the relevant records in its present format.

Pursuant to New York Freedom of Information Law, N.Y. Pub. Off. Law sec. 84 et seq, I hereby request copies of the following records outlined below.

- (1) Stale-dated/Un-Cashed Checks Information**
- (2) Cash Deposits/Performance Bonds/Cash Securities/Escrow Information**
- (3) Property Tax Overpayment Information**

- 1) Financial spreadsheets, ledgers, or other record of all checks that are outstanding and considered uncashed/stale-dated.
 - a) Responsive documents to this request may include but not be limited to: Stale Dated/Un-cashed Checks Report, Stale Dated Vendor/Payroll Checks, A/P Check/Warrant Reconciliation Report, Check/Warrant Reconciliation Report/Register Outstanding Check Warrants Report, Unclaimed Checks Report, and/or Outstanding Warrants Report.
 - b) Responsive departments may include but not be limited to the Clerk, Finance Department, Treasury, Tax Collector, Auditor, Controller, and/or other departments that would be in possession of such records.
 - c) Limitation: Limited to checks that have been issued more than one year ago and over \$1,000. This limitation is preferred however not required
 - d) If any of the records identified in a) do not exist we would like a copy of the check register which identifies those checks that have not cleared and of which the funds have not already been forwarded to the state treasurers' unclaimed property division.
- 2) Financial spreadsheet, ledger, or other record of all un-refunded cash deposits, cash escrows, cash performance bonds, or any other cash sureties/securities which have been deposited with your municipality and have not been returned or refunded to the developer and/or depositor. Some examples of the cash deposits that are being sought after may include, but not be limited to: tap fees, temporary trailer, right of way, landscaping, traffic/street lights, demolition, sidewalk/curb, trees, impact fees, winter handling, signs/temporary signs, seeding, street opening, monuments, driveway, grading/paving, earth moving, hydrant, maintenance, conservation, subdivision, wetlands conservation, erosion, and storm sewer.
 - a) Responsive documents to this request may include but not be limited to: Bond History Log, Performance Bond Deposit Report/List, Construction Cash Bond Report, Active/Open Cash Bond Report, Deposit List, Active/Open Cash Deposit List, Reimbursable Bond Report, and/or Outstanding/Active/Open Balances Report
 - b) Responsive departments may include but not be limited to the Building, Inspection, Engineering, Public Works, Comptroller, Transportation, Economic Development, Planning and Zoning, Community Development, Finance, Treasury, Auditor, Auditor, and/or Community Development departments.
 - c) Limitation: Limited to deposits over \$1,000. This limitation is preferred however not required
 - d) If any of the records identified in a) do not exist please inform us of the types of securities/sureties your municipality collects, the departments that collect them, and how such securities/sureties are accounted for.



- 3) Financial spreadsheet, ledger, or other record of unclaimed property tax overpayments. These typically are accounted for as un-cashed checks/unclaimed warrants, however, some municipalities' tax departments or other departments have a separate log.
- a) Responsive documents to this request may include but not be limited to unclaimed property tax overpayment log or property tax overpayment ledger.
 - b) Responsive departments to this request may include but not be limited to the Tax Collector, Auditor-Controller, Finance, Treasury, Comptroller, or any other department that would be in possession of such records.
 - c) Limitation: Limited to overpayments that are more than one year old and over \$1,000. This limitation is preferred however not required.

Please include the Department, Contact Name, E-Mail Address, and Phone Number for each custodian of the records provided. We would like to receive the requested information through one of these methods in the following order:

- 1. **E-Mail** - foia@professionalfinders.com
(PREFER TO RECEIVE INFORMATION BY EXCEL/PDF)
- 2. **Fax** - (888) 881-7284
- 3. **U.S. Mail** - Professional Finders Inc.
52 Tuscan Way Suite #202-130
St Augustine, Florida 32092

Professional Finders Inc. wishes to work with you in a cooperative manner. If there are any costs in completing this request please send an invoice. We realize that some parts of this request will require some time. Please forward us the information as it becomes available. My preferred method of contact is via e-mail, foia@professionalfinders.com, in the event you have any questions regarding this request, or if this request is unclear in anyway. I can be reached at (888) 450-3930 Ext. 112 if you need to speak with me directly.

Best Regards,

Jeff Koch

Office 365

Outlook Calendar People OneDrive Tasks ...

Rosemary Bernasconi ▾

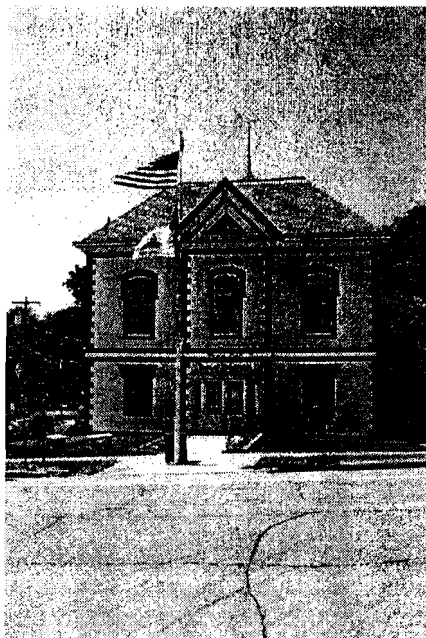


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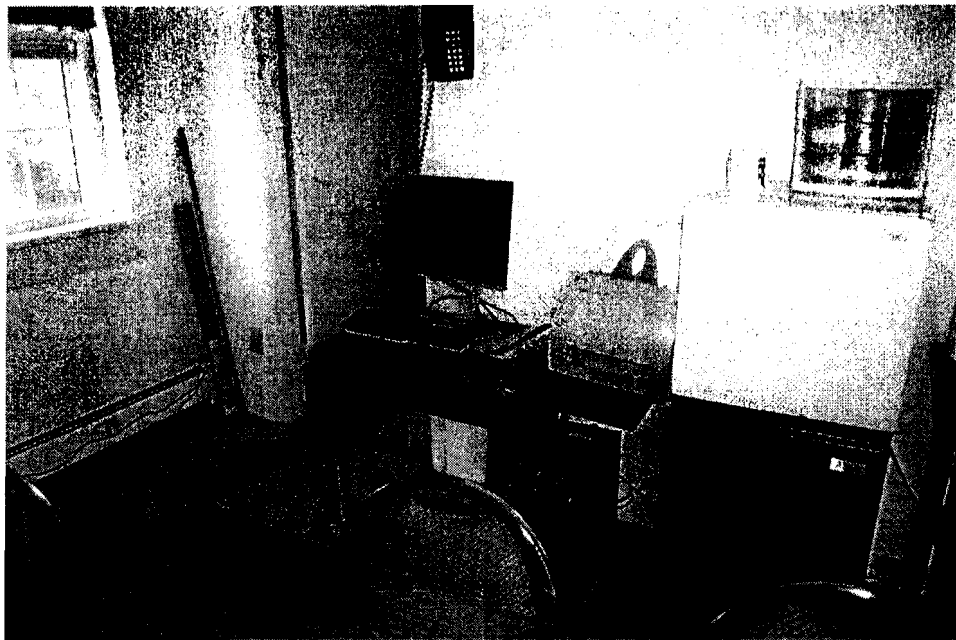


Before
Photos



Download

Phillipstown 6.jpg (190 KB)



Download

Phillipstown 1.jpg (116 KB)

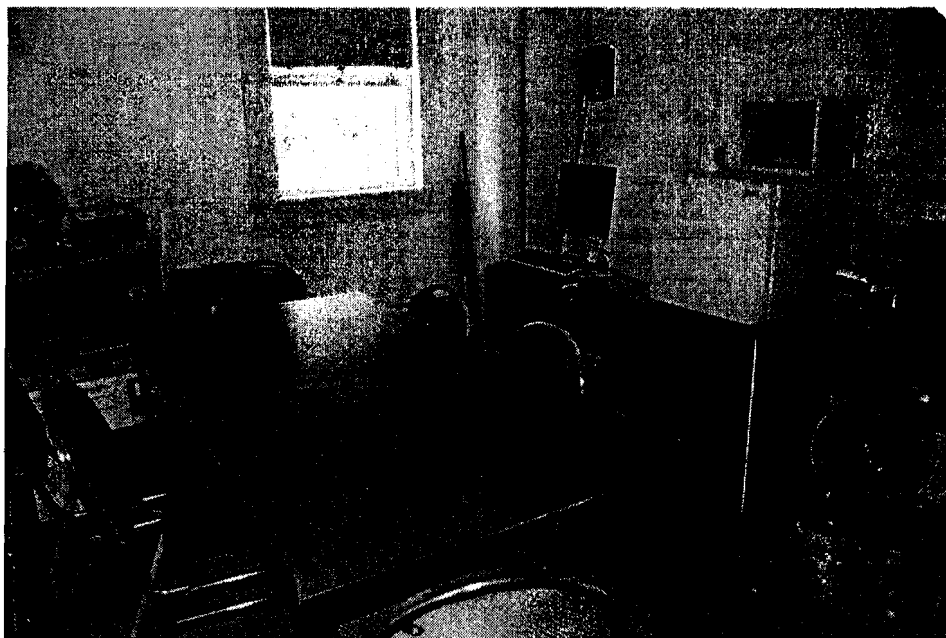
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Rosemary Bernasconi ▾ ⚙ ?

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
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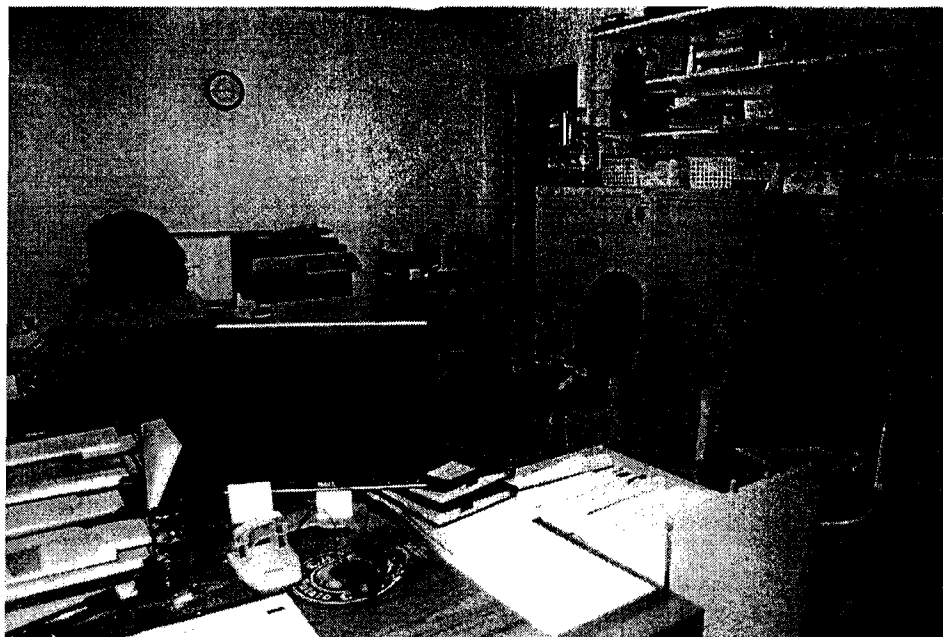
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CRAIG VOGL
Sales consultant
845-721-1864

cvogl1234@aol.com

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		Option 2	Option 3	Option 4	Option 5
Regular Price	\$ 2610	\$ 2820	\$ 3150	\$	\$
Promotional Savings	\$ -1000	\$ -1000	\$ -1000	\$	\$
Multi-Product Savings	\$	\$	\$	\$	\$
YOUR EMPIRE PRICE TODAY:	\$ 1610 450	\$ 1820 450	\$ 2150 450	\$	\$
Line of Credit	\$ 2060	\$ 2270	\$ 2600	\$	\$
Deposit / COD	\$	\$	\$	\$	\$
___ Month Financing	\$	\$	\$	\$	\$

Project Notes

4125 250 - moving office desks + file cabinets
160 LF 200 Cove Base
+ 450
includes 8lb padding and installation 10 year warranty on wear

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Empire® provides a fully-installed price including:

- Moving of furniture
- Removal and haul-away of existing flooring
- Professional Installation
- Pad or underlayment
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- Thresholds and transitions
- Cleanup when project is complete

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No interest if paid in full within 12 months* Interest will be charged to your account from the purchase date if the purchase balance is not paid in full within the promotional period. 48 monthly payments with a special rate of 9.99% APR**

Sales and installation of products are provided by qualified and experienced independent contractors.

* The Empire Today credit card is issued by Wells Fargo Financial National Bank. Special terms apply to qualifying purchases charged with approved credit. Regular minimum monthly payments are required during the promotional (special terms) period. Interest will be charged to your account from the purchase date at the APR for Purchases if the purchase balance is not paid in full within the promotional period. For newly opened accounts, the APR for Purchases is 27.99%. This APR may vary with the market based on the U.S. Prime Rate and is given as of 03/30/2014.

** The Empire Today credit card is issued by Wells Fargo Financial National Bank. Special terms apply to qualifying purchases charged with approved credit. The special terms APR will continue to apply until all qualifying purchases are paid in full. Monthly payments of at least 2.5567% of the purchase balance are required during the promotional (special terms) period. The APR for Purchases will apply to certain fees such as a late payment fee or if you use the card for other transactions. For newly opened accounts, the APR for Purchases is 27.99%. This APR may vary with the market based on the U.S. Prime Rate and is given as of 03/30/2014. If you are charged interest in any billing cycle, the minimum interest charge will be \$1.00.



R & D Flooring

Flooring
To Go by R & D Flooring
Superstore

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fax: 845.940.1102

1511 Route 22
Brewster, NY 10509

www.RandIFlooring.com
845-940-1101

ESTIMATE 1431

ORDER DATE

9/2/14

INSTALLATION DATE

SALES PERSON

LJ/ce

INSTALLER

SOLD TO:

Phillipstown Justice Court

ADDRESS

238 Main St

CITY

Cold Spring

STATE

NY

ZIP

10516

HM PH.

WK PH.

265 2951

DELIVER TO:

AREAS/ROOMS TO BE COVERED	STYLE NAME	COLOR NAME & NUMBER	SQ. FEET/ OR SQ. YARDS	PRICE	AMOUNT
3 offices	City Park	TBD	594sf	279	1657.26
	Installed - Glue down				

NAIL DOWN	MOLDINGS	STAIRS	NOTES	COST
GLUE DOWN	ENDCAP	BOX		LAMINATE
FLOATING	REDUCER	OPEN		WOOD
CUT DOORS	T-MOLDING	OTHER		CARPET
CONCRETE	STAIR			TILE/VINYL
WOOD	1/4 RD			FREIGHT \$50.00
RIP-UP CARPET	BASE			SUB-TOTAL 1657.26
ROOMS EMPTY	OTHER			SALES TAX ?
MOVE FURNITURE				TOTAL 1657.26
MOVE APPLIANCES				50% DEPOSIT
Price quoted is valid for ^{60 days} 30 days from date of Estimate.				CASH/CHECK/VISA/MC/AMEX/AL.FIN
				BALANCE DUE

SIGNATURE

DATE

QUOTE

Store 6178 FISHKILL
450 STATE ROUTE 9
FISHKILL, NY 12524

Phone: (845) 896-0824
Salesperson: MSN9CR
Reviewer:

Page 1 of 5

No. 6178-28**QUOTE**

2014-09-24 15:07

Prices Valid Thru: 10/01/2014

SOLD TO

Name **ANNETTE FLAHERTY** Home Phone **(845) 265-2951**
Address 238 MAIN ST Work Phone **(845) 265-2951**
City COLD SPRING Job Description 8/27 CARPET INSTALL
State NY Zip 10516 County PUTNAM

CUSTOMER PICKUP #1**MERCHANDISE AND SERVICE SUMMARY**

We reserve the right to limit the quantities of merchandise sold to customers

REF # W06 SKU # 0000-515-664 Customer Pickup / Will Call

S.O. MERCHANDISE TO BE PICKED UP:**ROPPE CORPORATION**

REF # S03

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
S0301	0000-629-870	2.00	EA	C40C53P191 / C40C53P191 WALL BASE COIL VINYL COVE 4"x / C40C53P191 WALL BASE COIL VINYL COVE 4"x120"x.080" CAMEL	A	Y	\$63.17	\$126.34

SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise

MERCHANDISE TOTAL: \$126.34**END OF CUSTOMER PICKUP - REF #W06****INSTALLER DELIVERY #1**

REF # I05

S/O - MDSE TO BE DELIVERED:

REF # S04

ESTIMATED ARRIVAL DATE: 10/01/2014

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
S0401	0000-128-515	66.67	SY	0199D-33-12 / 0199D-33-12 Market Share - Color Bears / 0199D-33-12 Market Share - Color Bears 12 ft. Carpet	A	Y	\$23.13	\$1,542.08

MERCHANDISE TOTAL: \$1,542.08

DELIVERY INFORMATION: DELIVERY DATE: INSTALLER WILL SCHEDULE

INSTALLER WILL DELIVER MDSE TO: SITE OF INSTALLATION #I05 AT TIME OF INSTALLATION.

NOTE: UPON RECEIPT OF ALL S/O MERCHANDISE - INSTALLER WILL CALL CUSTOMER TO SCHEDULE INSTALL DATE.

*** CONTINUED ON NEXT PAGE ***

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

Proposal

Date: 9/22/14

George Burguiere
Your Hometown Handyman
36 Market Street
Cold Spring, N.Y. 10516
P.C. LIC. 2807A

Off. 845-265-4710
Cell 914-906-0145

Submitted to:

Town of Phillipstown

Location of Project:


MAIN STREET
COLD SPRING NY 10516

We herby propose to furnish the materials and perform the labor necessary for the completion of: PAINTING THREE ROOMS (CLEARS OFFICES)

- MOVE FURNITURE/CABINETS AS NEEDED.
- MAKE ALL REPAIRS WHERE NECESSARY TO WALLS, CEILING,
- WINDOW, DOOR TRIM + BASE MOLDING.
- PRIME AND PAINT ACCORDINGLY, SAME COLOR, ONE COAT
-
-
-

All material is guaranteed as specified, and the above work to be performed in accordance with the drawings and specifications submitted and completed in a substantial workmanlike manner for the sum of: \$ 6500.00 INCLUDES PAINT + SUPPLIES
With payments as Follows:

One third at signing _____
One third midway _____
One third upon completion _____

Respectfully submitted: 

Date: 9/22/14

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____

Date: _____

Proposal

Date: 9/25/14

George Burguiere
Your Hometown Handyman
36 Market Street
Cold Spring, N.Y. 10516
P.C. Lic # 2807A

Off. 845-265-4710
Cell 914-906-0145

Submitted to:

Town of Mullipston

Location of Project:

MAIN STREET
Cold Spring, NY


We hereby propose to furnish the materials and perform the labor necessary for the completion of:

- INSTALLATION OF TSS BULLET RESISTANT TRANSACTIONAL
- DOOR AND FRAME ASSEMBLY. (DOOR + HARDWARE SUPPLIED BY OTHERS)
- REMOVE + DISPOSE OF OLD DOOR + HARDWARE.
- INSTALL NEW DOOR STOP TO ACCOMMODATE TSS DOOR THICKNESS.
- INSTALL ALL RELATED HARDWARE
- TOUCH UP + PAINT AS NEEDED
- DOOR SUPPLIED TO FIT TROUGH OPENING OF $80\frac{1}{4}'' \times 36\frac{1}{8}''$ w/ 2x4 WALL FRAME

All material is guaranteed as specified, and the above work to be performed in accordance with the drawings and specifications submitted and completed in a substantial workmanlike manner for the sum of: \$ 475.00

With payments as Follows:

One third at signing _____
One third midway _____
One third upon completion _____

Respectfully submitted: 

Date: 9/25/14

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____

Date: _____

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170 National Park Drive
Fowlerville, MI 48836
Phone: (517) 223-7807 X 212
Fax: (517) 223-0805

Date

September 5, 2014

PROPOSAL

Bob@demandtss.com

Customer Information:	Ship To Address:
Philipstown Justice Court 238 Main Street Cold Spring, NY 10516 Annette Flaherty aflaherty@nycourts.gov	Philipstown Justice Court 238 Main Street Cold Spring, NY 10516 Annette Flaherty 845-265-2951

PO Number	Project Name	Sales Person	Date Required	Payments Terms
-	Philipstown Justice Court	Bob George		To Be Determined
QTY.	Item	Description		Total
1	Ballistic Door	Furnish (1) Level I - 3/0 x 7/0 Wood Core Transaction Door with Knock Down Hollow Metal Frame. <u>Door includes:</u> Arched Window Stainless steel recessed cash tray Black laminate countertop Door hardware includes continuous hinge, heavy duty door closer & Schlage ND 80 Series Lever Lock Set. Submittal drawings, product samples, test reports, data and product sheets included.		\$3,985.00
1	Box & Crate	All items are Packaged & Crated		Included
1	Tax	Sales Tax	8.375%	\$333.74
1	Freight	All items are Shipped with A Common Carrier		Included
The above prices, specifications and conditions are satisfactory and hereby accepted. Total Security Solutions, Inc. is authorized to proceed with the work as specified. Options will be initialed as approved or crossed out as declined . Payment terms included in attachment supplied with quote. This quote shall remain in effect for 90 days from the above date. <u>Customer is responsible for payment of state sales tax.</u>		Total Amount	\$4,318.74	
Upon Signing I agree to the total amount and payment terms as listed above				

Date of Acceptance

Signature

Sales Terms & Conditions

Total Security Solutions, Inc.

Terms inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

- **PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
- **ORDERS:** Purchase Orders are accepted from established Credit Accounts, and from Municipalities. Orders are considered FINAL upon receipt of a signed proposal, purchase order, or full payment.
- **PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc. proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection. Credit accounts may be established for projects totaling \$5,000 or more. To establish a Credit Account, please fill out and submit our Credit Application to our accounting department FAX: 517.223.0805.
- **CREDIT CARDS:** We accept Visa, MasterCard, Discover and American Express. For amounts over \$10,000, a 3% finance charge will be assessed on credit card payments.
- **CHECKS:** Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$25.00 and payment via wire transfer or cashier's check is required within 7 seven days or be placed in collection.
- **QUOTATIONS:** All quotes are valid for 30 days from date of quotation unless otherwise stated. We reserve the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, or Banking Fees.
- **INTERNATIONAL ORDERS:** We will gladly accept any order outside of the U.S.A and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your order, and we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
- **TAXES:** Taxes are additional. We collect taxes on orders from customers in AZ, CA, FL, MD, MI, GA, IN, IL, NY, PA, TX and NJ. If you are tax exempt from these states please submit a tax exempt certificate to Total Security Solutions, Inc. to ensure your account is set-up as Tax Exempt. All applicable taxes will be charged for points of delivery. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties.
- **SHIPPING:** All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. We do our best to get you the best Freight Rate available and ship from the closest location to the customer. Freight charges will be prepaid and added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. TSS retains a security interest in each shipment of product until that shipment is paid in full.
- **SHIPPING CLAIMS:** Claims for short shipment or damaged goods must be noted on the carrier's delivery receipt. **Do Not Throw Out The Shipping Carton** – inspector must see the carton. Claims for inaccurate order filing or concealed damage must be made in writing within 15 days of material receipt. The customer is responsible for inspection of received goods on the **date of delivery**. TSS assumes no responsibility for delays, losses, or damage to goods in transit.
- **SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancelable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
- **RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (**RMA Number**) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 20% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. **Important – Items shipped without an RMA number will not be considered for credit.**
- **MANUFACTURERS WARRANTY:** TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other Incidental damages.

TSS BULLET RESISTANT TRANSACTIONAL DOOR & FRAME ASSEMBLY**PART 1 GENERAL****1.1 REFERENCE**

- A. Underwriters Laboratory UL 752-Standard for Bullet Resisting Equipment, ASTM C 1172 - Standard Specification for Laminated Architectural Flat Glass, NIJ Standard 0108.01 - (National Institute of Justice) Standard for Ballistic Resistant Protective Materials (September, 1985).

1.2 SUBMITTALS

- A. The following shall be submitted by the manufacturer in accordance with Sections 13070 and any Special Contract Requirements: Submit for approval prior to fabrication: samples, product data (including preparation, storage and installation methods), cuts & anchor spacing, reinforcement & location, product specifications, shop drawings, test reports (current UL Listing Verification & UL 752 Test Results as provided by Underwriters Laboratories), and printed data in sufficient detail to indicate compliance with the contract documents.
- B. Provide manufacturer's instructions for installation and cleaning of TSS Bullet Resistant Transactional Door Assemblies. All required submittals shall be approved prior to installation.

1.3 DESIGN PERFORMANCE

- A. Through the design, manufacturing techniques and material application the TSS Bullet Resistant Transactional Door shall be constructed of a wood core lined with a sheet of fiberglass. With a UL Standard 752 Level 1, 2 or 3 rating. Door frame to have no exposed fasteners, all joint connections to have concealed clips to provide rigid assembly when installed. Exterior laminated and or paint grade birch veneer. Frames are non-rated, with option for ballistic rated tube. Assembly to include, anti-jimmy plate, overhead surface closer, heavy duty continuous hinge, Schalge Lock set. Door system to be available in Right hand, left hand and reverse swings.
- B. Transactional window to be in standard size of 24"w x 37"h. Transactional window to be complete with plastic laminate countertop, stainless steel deal tray and natural voice transmission glazings. Glazing designs standard availability is Baffle design, Arch Speaker Backer, Round Speaker backer. Glazing to match level of protection selected above with door.
- C. Door to defeat ballistic assaults from 9mm medium power through .44 magnum superpower small arms handgun as tested with UL Standard 752 at Underwriters Laboratories.

1.4 QUALITY ASSURANCE

- A. Manufacturer shall be a Company that specializes in manufacturing products of the specified type with a minimum of five years experience. Installer shall be a Company that specializes in product type specified. Manufacturer shall provide a sample with color/finish to the Architect for approval prior to start of work.

1.5 DELIVERY, STORAGE & HANDLING

- A. Delivery the materials to the project with the manufacturer's UL Listed Labels intact and legible. Handle the materials with care to prevent damage. Store materials inside and under cover, stack flat and off floor. Project

PRODUCT SPECIFICATION SECTION 13065

conditions (temperature, humidity, and ventilation) shall be within the maximum limit recommendations set by manufacturer. Do not install products that are under conditions outside these limits.

1.6 WARRANTY

- A. All materials shall be warranted against defects for a period of 1 year for the date of receipt at the project site. .
Certificates of manufacturer's standard limited warranty shall be provided at project completion.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Products shall be manufactured by: Total Security Solutions, Inc, 170 National Park Drive, Fowlerville, MI 48836, 866-930-7807. Jim Richards, info@demandtss.com . Web: www.tssbulletproof.com . No substitutions shall be accepted.

2.2 PRODUCT: BULLET RESISTANT WOOD DOORS

- A. Product to be TSS TA Wood Door : Door Frame Construction: Frames shall a non-rated Aluminum 1 3/4" x 4" tube, or a Knocked Down hollow metal wrapped frame to be prime painted. Door hardware includes: HD continuous hinge, overhead closer, Schlage ND80 lever lockset, anti-jimmy plate, 2-piece door stops,. Shipped fabricated and ready for field installation.

- B. Finish: Anodized aluminum or Primed gray at factory. Continuous hinge is clear anodized. Field painted and finish in accordance with Section 9 of these specifications.

- C. Glazing: As specified in 2.2 A of this section, Meets UL 752 for bullet resistance Level _____ (specify 1, 2 or 3)

Glazing Opening size: _____ (specify size)

- E. Door Size: 36" x 84" (finish opening 40" x 86"), Jamb Tube 1 3/4" x 4"

- 1) Swing direction: RH, LH, Reverse RH, Reverse LH (specify one)

- 2) Factory Finish: Plastic Laminate, Metal Laminate, Wood Veneer, Prime Paint (specify one)

- 2) Color/finish shall be: _____ (Specify Silver or Dark Bronze Anodized or Custom Kynar Baker Enamel Color . . .)

- 3) Transactional Window (Specify Window type below)

- a) Baffle
- b) Arched Backer
- c) Round Backer

2.3 BULLET RESISTANT TRANSPARENCIES & OPENINGS

- A. Glazing: Maintain bullet resistant UL 752 rating for specified level above.

PART 3 EXECUTION

3.1 PREPARATION

PRODUCT SPECIFICATION SECTION 13065

A. Prior to installing the bullet resistive material, the contractor shall verify that all supports have been installed as required by the contract documents and architectural drawings, and approved shop/CAD drawings, if required. Installer shall notify architect of any unsatisfactory preparation that is responsibility of another installer.

B. Clean and prepare all surfaces per manufacturers recommendations for achieving the best results for the substrate under the project conditions.

3.2 INSTALLATION

A. Do not begin installation until openings have been verified and surfaces properly prepared in accordance with Drawings. Install in accordance with manufacturer's instructions and UL 752. Set all equipment plumb.

B. TSS TA Bullet Resistant Wood Doors can be installed using industrial adhesive, mastic, screws and bolts. Method of application shall maintain bullet resistive rating at junctures with concrete floor, door and window frames and other penetrations. Installation tolerance shall not exceed 1/16th (1.6mm) for squareness, alignment, twist and plumb. Install hardware as specified.

C. Field painting is specified in Section 09900.

3.3 POST APPLICATION

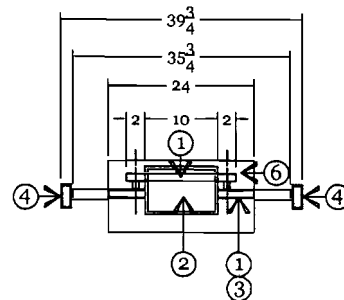
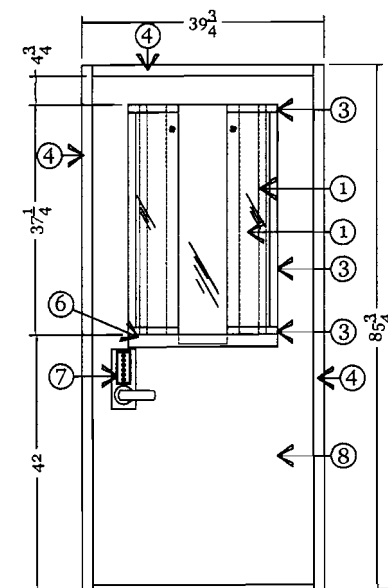
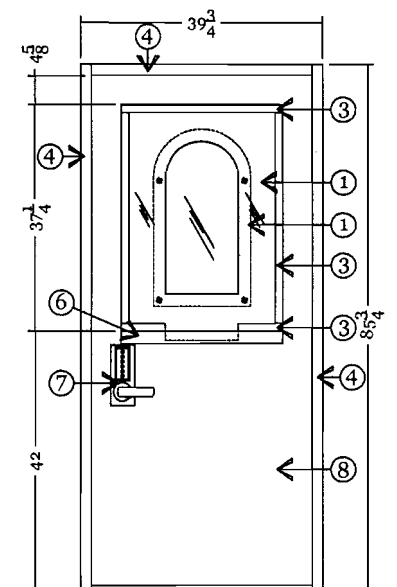
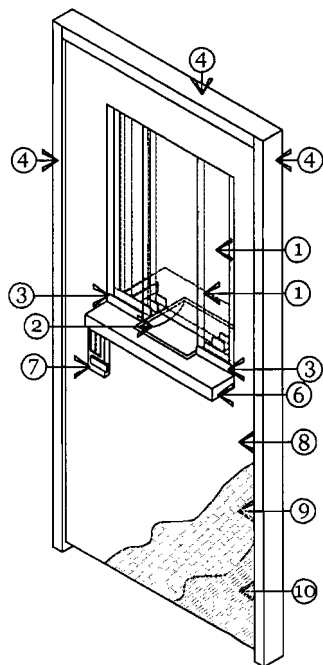
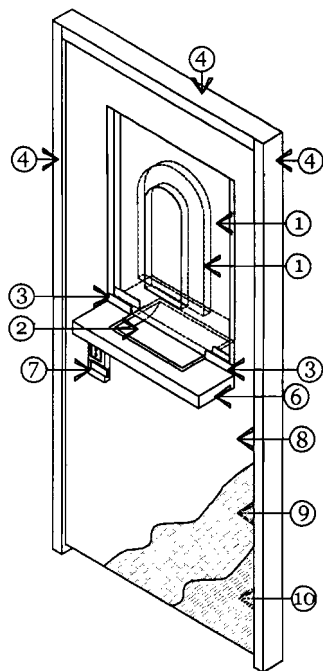
A. TSS TA Bullet Resistant Wood Doors shall be installed in accordance with manufacturer's printed recommendations, including adhering to anchoring and finishing details. Method of application shall maintain the bullet resistive rating at junctures with concrete floor slabs, the concrete roof slabs, the bullet resistive door frames, the bullet resistive window frames and all required penetrations.

B. Inspection and Cleaning: Verify installation is complete and complies with manufacturer's requirements. Clean product and accessories, removing excess sealant, labels and protective covers.

C. Touch-up, repair or replace damaged products before Substantial Completion.

D. Product Warranty: Applicable warranty shall be issued to owner upon final release of completed project.

end of section



1 ARCH STYLE
TRDR

DRAWING NOTES:

1. BULLET RESISTANT ACRYLIC OR ACRYLIC/POLYCARBONATE COMPOSITE. AVAILABLE IN PROTECTION LEVELS 1,2,3.
2. 18 GAUGE BRUSHED STAINLESS STEEL RECESSED DEAL TRAYS. STANDARD SIZE 10w x 8d FOR ARCH. 8w x 8d FOR BAFFLE.
3. EXTRUDED ALUMINUM CHANNEL. SIZED TO MATCH THE LEVEL OF ACRYLIC PROTECTION. STANDARD COLORS: ARCHITECTURAL BRONZE AND CLEAR ANODIZED ALUMINUM. CUSTOM COLORS ARE AVAILABLE.
4. ALUMINUM TUBE FRAME, SIZED BASED ON WIDTH AND HEIGHT OF ASSEMBLED UNIT. TUBE SIZE IS 1-3/4 x 4 OR 1 x 4.
5. ACRYLIC DOWEL SPACERS.
6. PLASTIC LAMINATE COUNTER TOP. WIDTH SIZED TO MATCH OPENING WIDTH. MAXIMUM DEPTH IS 18", MINIMUM DEPTH IS 12". COUNTER TOP IS 1-1/4 THICK.
7. STANDARD LOCKSET SIMPLEX UNICAN PUSH BUTTON OR SCHLAGE STOREROOM FUNCTION.
8. PLASTIC LAMINATE OR PAINTABLE WOOD VENEER FINISH.
9. UL RATED BALLISTIC RESISTANT FIBERGLASS, AVAILABLE IN PROTECTION LEVEL 1,2,3.
10. WOOD DOOR BLANK.

Standard Door Notes:

Finished Opening: 40 x 86

Jamb Size: 39-1/2 x 85-1/2"

Door Size: 35-1/4 x 83-1/4"

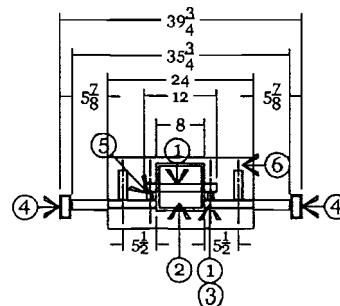
Level 1,2,3

Finish: Paint Grade Wood or Plastic Laminate

Lockset: Simplex Unican or Schlage Storeroom

Door Closer: International 1581

Anti-Jimmy: Included on out swing doors



2 BAFFLE STYLE
TRDR

Project Name:

TRANSACTIONAL DOOR
TYPICAL DETAILS

Total Security Solutions
170 National Park Drive
Fowlerville, Michigan 48836
517.223.7807 Fax: 517.223.0805

Issue Date:
Revisions:
Rev. Date Description

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Background By:

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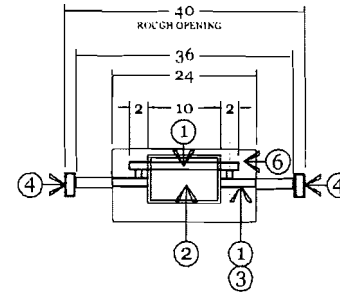
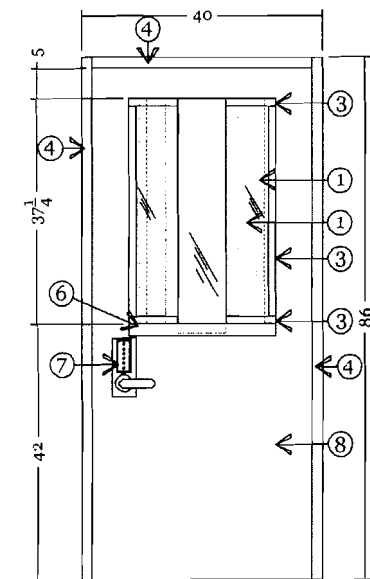
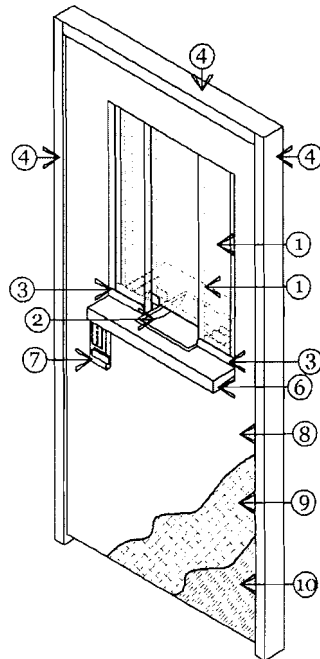
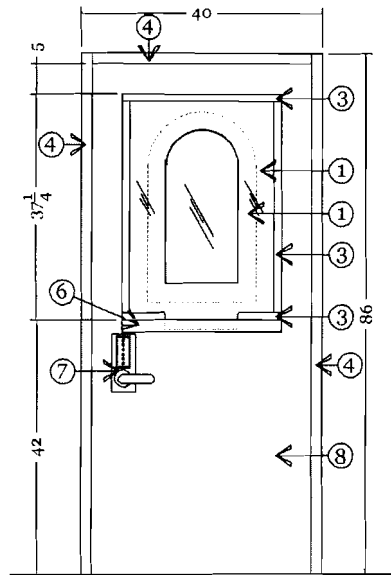
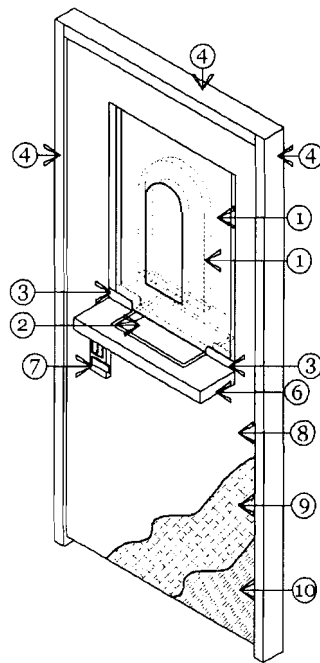
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ELEVATIONS

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A1



ARCH STYLE

DRAWING NOTES:

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9. UL RATED BALLISTIC RESISTANT FIBERGLASS, AVAILABLE IN PROTECTION LEVEL 1,2,3.
10. WOOD DOOR BLANK.

Standard Door Notes:

Finished Opening: 40 x 86

Jamb Size: 39- 3/4 x 85- 3/4"

Door Size: 35- 1/4 x 83- 1/8"

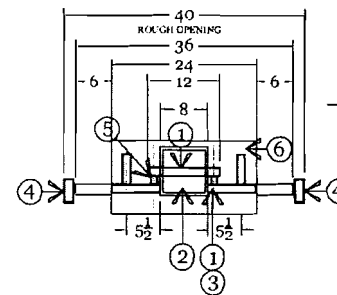
Level 1,2,3

Finish: Paint Grade Wood or Plastic Laminate

Lockset: Simplex Unican or Schlage Storeroom

Door Closer: International 1581

Anti-Jimmy: Included on out swing doors



BAFFLE STYLE

Project Name:

ARCH WINDOW SYSTEM

TYPICAL DETAILS
COUNTER W/ RISERS

Total Security Solutions

170 National Park
Fowlerville, MI 48836

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Project Number:	Rev:	DATE:
Designed By:	Checked By:	
Drawn By:		
Sheet Number: A1		

In Store Availability

Previous 1 2 3 4 5 6 7 8 9 10 Next

37 - 64 of 2096 items

☐ Pick up in store☐ Ship to Store

Chair Upholstery

☐ 100% Polyester Fabric☐ Black Vinyl☐ Brown Vinyl☐ Combination☐ Cotton☐ Fabric☐ Faux Leather☐ Leather☐ Leatherette

Arm Style

☐ Adjustable Armrests☐ Adjustable Arms☐ Armless☐ Contemporary☐ Curved Arms☐ Fixed Arms☐ NoItem 900922
Model 20225D☐ CompareStaples® Haywood™ Bonded Leather
Managers Chair, Black

★★★★★ (21 reviews)

- Black bonded leather seating surfaces
- Fixed loop arms
- Pneumatic seat-height adjustment raises and lowers

\$129.59
Each

Qty: 1

ADD TO CART

Add to Favorites

Item 804581
Model 18193-CC☐ Compare

Staples® Verdesol™ Fabric Task Chair, Black

★★★★ (13 reviews)

- Fabric made from 100%
- Chair may contribute to the individual prerequisites..
- Comfort features include: pneumatic seat-height adjustment

\$199.99
EACH

Qty: 1

ADD TO CART

Add to Favorites

Item 68777
Model 24797D☐ CompareStaples Coopersty® Bonded Leather Managers
Chair, Black

★★★★★ (26 reviews)

- Black Bonded leather seating surfaces
- Padded loop arms
- Pneumatic seat height adjustment

↓ Clearance

Was: \$249.99
Final Price: \$123.41
Each
See Details

Qty: 1

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Add to Favorites



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conference room chairs | Make More Happen at Staples®



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☐ Office Star☐ Office Star Products☐ Zuo

Rating

☐ ★★★★★☐ ★★

Price

☐ \$0 - \$499.99☐ \$500 - \$999.99

to

GO

Need help?

Live Customer
Support

Available Monday -

Friday

8^{AM} - 8^{PM} ESTPro support is
enabledItem 608209
Model EX2651-231☐ CompareOffice Star™ Distinctive Fabric Conference
Room Chair, Black

0 reviews

- Built-in lumbar support
- Sloping waterfall armrests
- Choose from 22 fabric colors and patterns

\$149.99
Each

Qty 1

ADD TO CART

Add to Favorites

Item 608207
Model EX2651-227☐ CompareOffice Star™ Distinctive Fabric Conference
Room Chair, Burgundy

0 reviews

- Built-in lumbar support
- Sloping waterfall armrests
- Choose from 22 fabric colors and patterns

\$149.99
Each

Qty 1

ADD TO CART

Add to Favorites

Item 608205
Model EX2651-225☐ CompareOffice Star™ Distinctive Fabric Conference
Room Chair, Blue

★★ 17 reviews

- Built-in lumbar support
- Sloping waterfall armrests
- Choose from 22 fabric colors and patterns

\$149.99
Each

Qty 1

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SEARCH



STAPLES

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Ink & Toner Finder ▾

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Small Office & Home Office Furniture Collections | Sauder® Edgewater Collection

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Sauder® Edgewater Collection
Executive Desk, Estate Black

\$299.99

Item: 868972 Model: 409042



Read 228 Reviews

SHARE:

SquareTrade Protection Plan

☐ 3 Year Protection Plan \$30.00☐ Check Extended... \$120.00

Furniture here

Currently Out of Stock.

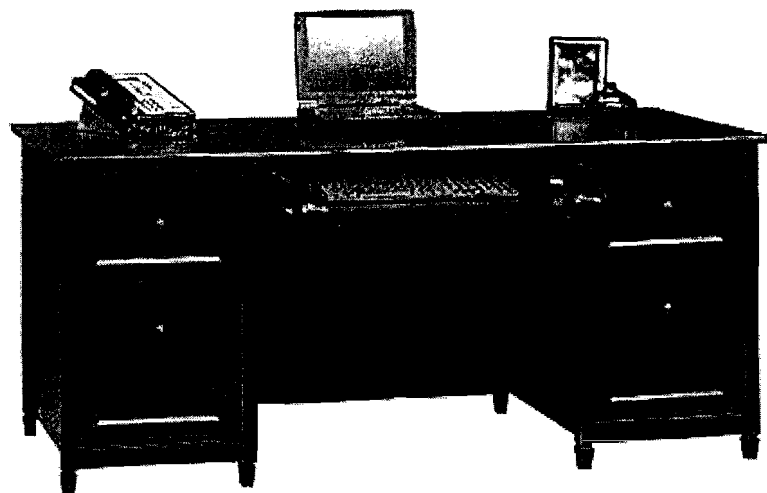
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CUSTOMERS WHO VIEWED
THIS ALSO VIEWED:

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100%

12:30 PM



- Engineered wood in an Estate Black finish with dark Spanish hardware
- Two file drawers with full extension slides hold letter-size hanging files
- Dimensions: 29-3/8"H x 65-1/8"W x 29-1/2"D

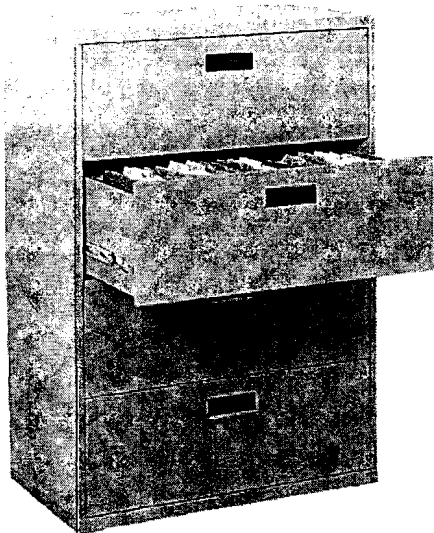
See more details



WELCOME, PLEASE SIGN IN
YOUR ACCOUNT

0

Furniture File Cabinets



view larger



MBI 400 Series Lateral File Cabinet, 36" Wide, 4-Drawer, Putty

Item: 403210 Model: M304LPU

Read 9 Reviews

SHARE:

Four drawer

52-5/8"H x 36"W x 18"D

Putty

See more details

FREE SHIPPING, Plus Up To 5% Back For Rewards Members

Special Financing Available [Learn More](#)

In Stock Online

Expected Delivery 1 Business Day

Online Only

\$449.99
File Cabinet

4-Drawer, Putty

SquareTrade Protection Plan

☐ 3 Year Protection Plan **\$30.00**

☐ Onsite Assembly - 1 **\$160.00**
Furniture Item

QTY. 1 [ADD TO CART](#)

[Add to Favorites](#)

CUSTOMERS WHO VIEWED
THIS ALSO VIEWED:

[Product Info](#) [Reviews](#) [Supplies & Accessories](#)

[Product Details | Specifications](#)

PRODUCT DETAILS

- Four drawer
- 52-5/8"H x 36"W x 18"D
- Putty
- Letter or legal size
- Telescoping ball-bearing slides features full drawer extension
- Includes lock for security
- Powder-coat finish
- Includes hangrails for side-to-side filing
- All-welded design
- For front to back file rail kit

[Compare with similar items](#)

SPECIFICATIONS

# of Drawers	4
Construction Material	Metal
Frequency of use	Light

8

TOWN OF PHILIPSTOWN

P.O. Box 155, 238 Main Street, Cold Spring, NY 10516

Tel.: (845)265-3329 Fax: (845)265-3958

Applicant: DANIEL STROH 9/10/2014 DateSigned By: [Signature]Title: LOCATION MANAGER

The Owner hereby consents to this Application and the filming to be done hereunder:

see attached letter

Signature of Owner(s)

Date

RELEASE AND INDEMNITY OF LIABILITY

In consideration of permission granted by the Town of Philipstown for the use of the above Filming Permit:

The undersigned applicant hereby releases from liability, absolves and agrees to defend, indemnify and hold harmless the Town of Philipstown, its officers, officials, employees, agents and volunteers, from and against any and all claims, actions at law, damages and/or liability, including expenses, attorney's fees, losses, claims, recoveries, judgments and causes of action whatsoever arising out of the grant of this filming permit. If, as a result of the grant of this filming permit, damage is sustained to any property owned by the Town of Philipstown, the undersigned permit holder agrees to reimburse to the Town of Philipstown the fair market value of any repair to, or replacement of, such property.

DANIEL STROH FOR HST production
 Applicant

Signed By:

[Signature]

Title:

Location Manager

FOR OFFICE USE

FILMING PERMITAPPROVED ☒APPROVED WITH SPECIAL CONDITIONS ☐DENIED ☐Commencement Date: Wed. 9/10/14Expiration Date: Thur. 9/11/14
[Signature] Town Supervisor
 Subject to the restrictions in Town Code Section 89-5 and Chapter 89

SPECIAL CONDITIONS: _____

ALL AMERICAN INVESTMENT GROUP, LLC

SIMPLE FUNDING PROGRAM

Return completed application with required financial information.

Legal Name of Obligor: Garrison Volunteer Fire Company, Inc.		Fed. Tax ID #: 14-1617595	
Address: 1616 Route 9 or P.O. Box 252			
City: Garrison	County: Putnam	State: New York	Zip: 10524
Contact Person: John Svirsky		Title: Former Treasurer CFO, adviser to the Board for financing	
Phone: (845) 424-3388		Fax: (845) 424-4607	
Email Address: john@svirsky.com		Alt Contact Email Address:	
Alternative Contact Person: Chris Stearns, Treasurer & Donna Corsi, President		Phone: (845) 424-4406	
Date municipal entity was established: 12/6/1929		Does the obligor self-insure for property & liability insurance? No	
Total Cost of Equipment/Project: \$308,627.00		Term (years): 5 years annual in arrears	
*Down Payment: \$80,000.00		Source of Down Payment: GVFD General Funds	
Trade In: \$0.00		Payment Amount: 4 pmts @ \$55,000 & 1 pmt @ \$26,363.07	
Other: \$0.00		Delivery Date: 11-15-2014	
Amount to Finance: \$228,627.00		Payment Due: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> XX Arrears	
		Payments: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> XX Annual	
*Obligor's down payment should be made before or at delivery. Proof of down payment is required prior to payment of any contract proceeds, unless otherwise negotiated.			
Has the obligor paid, or does obligor intend to pay, a vendor for any portion of the equipment being financed with the intent of being reimbursed with proceeds from this financing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No			
How will the contract payments be made? <input type="checkbox"/> P-Card *Add'l Fees Will Apply* <input checked="" type="checkbox"/> XX Check <input type="checkbox"/> ACH <input type="checkbox"/> Other (specify)			
What fund will the remaining contract payments be made from? <input checked="" type="checkbox"/> XX General <input type="checkbox"/> Special (specify)			
Will any federal monies be applied to the contract payments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No If yes, explain.			
Equipment Description:			
New Equipment:	<input checked="" type="checkbox"/> XX Yes <input type="checkbox"/> No	If no, list age of equipment or date manufactured:	
Refurbished:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No	Year:	
Replacement:	<input checked="" type="checkbox"/> XX Yes <input type="checkbox"/> No	Age of current equipment: Year purchased:	
If not a replacement, why is the equipment needed?			
Buyout Included:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No	Amount of buyout included: \$	
Soft Costs Included:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No	Amount of soft costs included (shipping, software, and sales tax): \$	
Physical location of equipment after delivery: 1616 Route 9, Garrison, NY 10524			
Describe the essential use of the equipment: Replacement Tanker Pumper Truck for fire fighting services.			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No	
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No	
Is the project a building? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> XX No		If yes, who owns the land?	
What is the physical address of the new building/project?			

Financial Information Required

- Two (2) most recently completed audits
- If the fiscal year end of the audit is more than three (3) months ago, also provide current year-to-date Balance Sheet with Debt Service Commitments and Income Statement
- For any unaudited fiscal year provide comprehensive financial statements to include a Balance Sheet with Debt Service Commitments and an Income Statement in place of the audits

Without complete financial information, the credit review process may be delayed. Please call if you have any questions or concerns prior to returning this application to All American Investment Group.

John Svirsky

Printed Name and Title

Date:

9/18/14

- Additional financial information may be requested if deemed necessary during credit review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligor will retain this application whether or not it is approved. Obligor is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."
- Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligor.

All American Investment Group, LLC

Private Investment Banking

Ron Klein
Senior Vice President
rlk@allaminv.com

Email/Fax Proposal from Ron Klein

DATE: August 29, 2014

TO: John Svirsky

FAX/EMAIL: john@svirsky.com

All American Investment Group, LLC (All American) is pleased to provide you with the following tax-exempt lease purchase financing proposal for the **Garrison Volunteer Fire Company**.

EQUIPMENT/PROJECT: One (1) New 2014 Tanker/Pumper Truck

ACQUISITION COST: \$308,627.00

DOWN PAYMENT: \$ 80,000.00

AMOUNT FINANCED: \$228,627.00

LEASE TERM: 5 Years

FREQUENCY OF PAYMENTS: Annual in Arrears

INTEREST RATE: * 2.76%

1st – 4th PAYMENT: **\$55,000.00**

5th PAYMENT: **\$26,363.07**

FIRST PAYMENT DUE: 1 year from lease date

* This rate expires on September 30, 2014.

** To determine payment amount, simply multiply the **lease factor** times the **amount to be financed/acquisition cost**.

TERMS AND CONDITIONS:

- This proposal is subject to credit review, approval and execution of mutually acceptable lease documentation.
- Payments under the lease are subject to annual appropriations and to all authorizations required under law.
- Lessee shall have an option to purchase the equipment during the lease term, and at the end of the lease term, when all Payments due have been made by Lessee, Lessee shall own the equipment outright.
- This transaction will be designated as tax-exempt under Section 265(b)(3) of the IRS Code of 1986.
- Lessee will not issue more than \$10 million of new tax-exempt obligations during the current calendar year.
- For credit review, audited financial statements and a budget summary for the current fiscal year will be required.
- A documentation fee of \$200.00 will be charged for all transactions with an amount financed of less than \$100,000.00.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Please don't hesitate to call me if you have any questions or need more information.

All American Investment Group, LLC
1890 Hunters Drive, Steamboat Springs, Colorado 80487
Direct Toll Free: 877-539-3500 Fax: 970-797-1979 Cell: 970-596-5353 Email: rlk@allaminv.com

CONFIDENTIALITY NOTICE

This facsimile or email or email transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this facsimile or email was sent as indicate above. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this facsimile or email is strictly prohibited. If you have received this transmission in error, please call me at 1-866-830-1776 to arrange for the return of the documents to us at our expense. Thank you.



SALES AGREEMENT FOR FIRE APPARATUS

Agreement made between U.S. Tanker - Fire Apparatus, LLC. ("Seller") and
Garrison Volunteer Fire Co
1616 Route 9 – Garrison, NY 10524 ("Buyer")

1. ITEM(S) PURCHASED:

For value received and other consideration, the seller agrees to provide the buyer with the following products as described in our specifications attached, in accordance with the terms and conditions of this contract. In case both buyers and sellers specifications are incorporated and are in conflict the U.S. Tanker specifications shall apply.

One (1) UST 3000 gallon "Patriot Series" tanker/pumper equipped with a Hale 750 GPM PTO pump completely mounted on a 2015, M2 112 series Freightliner chassis.

Total Contract Price: \$308,627.00

2. PAYMENT (TERMS):

Payment in the full amount is due the date of delivery of the completed apparatus. If the department wishes to pay for the chassis portion in the full amount of (\$115,707.00) when it arrives at our facility, then the amount of \$2,694.00 can be deducted from the total proposal price.

3. PRICE:

The full price of the unit is listed above, and this price does NOT include any taxes.

****Note:** It is assumed that the purchaser is exempt from taxes and will provide applicable exemption certificates and save U.S. Tanker harmless from any such tax, interest or penalty, which may be assessed against U.S. Tanker. If buyer is not exempt from additional tax, it must be added to the above price.

4. DELIVERY:

Shipment of the apparatus shall be FOB Garrison, NY (Garrison Station 2 at 1616 RT 9), approximately **240** days from receipt of signed contract at seller's facility. Interest shall accrue at the rate of 8.5% per annum if shipment is to be at buyer's location. A five (5) day grace period will be provided for travel. Manufacturer's Statement of Origin to be transferred by priority mail upon receipt of full payment. Two (2) days of apparatus demonstration will be provided.

5. FORCE MAJEURE:

If performance of the contract or any obligation under this contract is prevented, restricted or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party who is unable to carry out its obligations gives the other party prompt written notice of such an event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of civil or military authority or by national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor disputes, supplier failures shortages, breach or delays.

The excused party shall use reasonable effort under circumstances to avoid or remove such causes of non performance and shall proceed with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, offices, agents or affiliates.

6. WARRANTY:

The complete warranty is attached as part of the U.S. Tanker specifications.

7. DISCLAIMER:

U.S. TANKER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE APPARATUS, WHETHER UNDER THE THEORIES OF BREACH OR EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

8. CANCELLATION:

This contract is subject to cancellation by Buyer only upon payment to Seller of reasonable cancellation charges, which will take into account expenses incurred and commitments made by Seller and Seller's anticipated profit.

9. ENTIRE AGREEMENT, AMENDMENTS:

This agreement, including its appendices, embodies the entire understanding between the parties relating to subject matter contained herein and merges all prior discussions and agreement between them. No agent or representative of U.S. Tanker - Fire Apparatus, LLC, has any authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments must be in writing signed by an authorized representative of each of the parties hereto.

10. SEVERABILITY:

If any part hereto is contrary, prohibited by or deemed invalid under applicable laws or regulations such provisions shall be deemed inapplicable and deemed omitted to the extent so contrary prohibited or invalid, but remainder shall not be invalidated and shall be given effect in so far as possible.

11. COMMERCIAL COMPONENTS:

Specifications of commercial components of the apparatus manufactured by companies other than U.S. Tanker - Fire Apparatus, LLC, are subject to change without notice. Specifications for such components will be as available at the time of apparatus manufacture at U.S. Tanker. The Seller shall not be held liable for any specifications deviations from the original contract specifications on such components made by the original manufacturer.

IN WITNESS, WHEREOF, Buyer and U.S. Tanker - Fire Apparatus, LLC, have
cause this Contract to be executed by their duly authorized representatives this
13 day of March 2014.

Buyer's Legal Name _____

By: Donna Cousi

Title: president

By: Donna

Title: Treasurer

By: R. H. K.

Title: Chief

By: C. H.

Title: SECRETARY

This proposal and contract is not a valid and binding obligation until accepted, dated and approved at U.S. Tanker - Fire Apparatus, LLC, principal place of business.

ACCEPTED AND APPROVED BY U.S. TANKER - FIRE APPARATUS, LLC.

By: _____

Date: _____

Title: _____

- 7) Add a chrome plated 2-1/2" NSTF x 1-1/2" NSTM reducer with chrome cap and chain on both streetside discharges. \$48.00
Yes ☒ No ☐
- 8) Add a 3" NPTM x 3" NSTM adapter for the portable pump inlet. \$164.00
Yes ☒ No ☐
- 9) Clarification: Department is to supply three (3) Scott air packs. N/C
Yes ☒ No ☐
- 10) Delete installation of customer supplied antennas. (\$144.00)
Yes ☒ No ☐

Please review everything listed above and mark each item with an "X" in the yes or no column. Also sign and date below. Please fax a copy to Joe Lee at U.S. Tanker. Fax number is 262-725-7000.

Signature: _____

Title: _____

Date: _____



Garrison Vol Fire Co – Change Order

The following is a list of changes and/or clarifications per meeting held at Garrison Fire Company on March 2, 2014.

- 1) Change the side compartments between the tandems to read two (\$76.00)
(2) spare bottles in the curbside compartment. Store the ABC extinguisher and the 2-1/2 gallon water can in the streetside. Credit the mounting brackets for the extinguishers.

Yes ☒ No ☐

- 2) Add one (2) slide-out tray with vertical partition to store 2 SCBA's \$468.00
in the curbside compartment. Mount the partition toward the rear portion of the compartment.

Yes ☒ No ☐

- 3) Store one (1) SCBA air pack and a spare SCBA bottle on a vertical N/C
partition in the street side compartment.

Yes ☒ No ☐

- 4) Install the batteries in the curbside compartment in the forward N/C
portion of the compartment and plumb the LDH over the top of the batteries. A protective cover will be provided over the batteries.

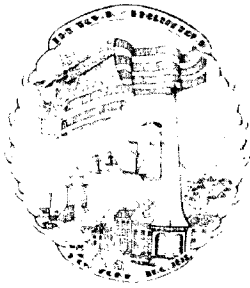
Yes ☒ No ☐

- 5) Price to install department Maltese as per the attached photo \$482.00
on the chassis cab doors.

Yes ☒ No ☐

- 6) Change the compartment LED rope lighting to Amdor Luma-Bar \$132.00
LED light strips. Strips shall be installed on each side of the compartment door opening.

Yes ☒ No ☐



Town of Philipstown

Code Enforcement Office
238 Main Street, PO Box 155
Cold Spring, NY 10516

Office (845) 265- 5202 Fax (845) 265-2687

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MONTHLY REPORT for September 2014

1. Fees Collected	<u>\$ 11,693</u>
2. Total Number of Permits Issued	<u>35</u>
3. New One- or Two-family dwellings:	<u>0</u>
4. New Commercial/Industrial buildings:	<u>0</u>
5. New Hazardous (H) occupancies:	<u>0</u>
6. New Multi family occupancies:	<u>0</u>
7. Additions, alterations or repairs residential buildings	<u>5</u>
8. Additions, alterations or repairs commercial buildings:	<u>0</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>30</u>
10. Number of Certificates of Occupancy :	<u>33</u>
11. Number of Stop Work Orders issued:	<u>0</u>
12. Operating permits issued	<u>0</u>
13. Operating permits issued hazardous materials	<u>0</u>
14. Operating permits Hazardous processes and activities	<u>0</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>0</u>
16. Inspection of public assembly :	<u>0</u>
17. Inspection of commercial occupancies	<u>0</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>0</u>

Projects of Significance: _____

LEGAL NOTICE**NOTICE OF PUBLIC HEARING ON PRELIMINARY BUDGET FOR
CONTINENTAL VILLAGE PARK DISTRICT AND CONTINENTAL
VILLAGE WATER DISTRICT**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Philipstown has completed the Preliminary Budget of the Continental Village Park District and the Continental Village Water District for the fiscal year beginning January 1, 2015, and the same was filed in the Office of the Town Clerk of the Town of Philipstown, where the same will be available for inspection by any interested persons during regular office hours. The Town Board will meet at the Town Hall, 238 Main Street, Cold Spring, New York on the 5th day of November, 2014 at 7:30 p.m. and 7:35 p.m. respectively, for the purpose of hearing any one person in favor of or against the Preliminary Budget for the Continental Village Park District and the Continental Village Water District as compiled for or against any item therein contained.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF PHILIPSTOWN**

Tina M. Merando
Town Clerk

DATED: October 22, 2014 / October 29, 2014

LEGAL NOTICE

**NOTICE OF HEARING ON PRELIMINARY BUDGET FOR THE TOWN
OF PHILIPSTOWN FOR THE YEAR 2015**

NOTICE IS HEREBY GIVEN that the Preliminary Budget for the Town of Philipstown, Putnam County, New York for the fiscal year beginning January 1, 2015 has been completed and filed in the Office of the Town Clerk of said Town, where it is available for inspection by any interested persons during regular business hours.

FURTHER NOTICE IS HEREBY GIVEN that the Town Board of the Town of Philipstown will hold a Public Hearing on the 5th day of November, 2014, at 7:45 p.m. Prevailing Time, and at such hearing all persons may be heard in favor of/or against any item or items therein contained.

AND FURTHER NOTICE IS HEREBY GIVEN pursuant to Section 108 of the Town Law that the following are the proposed salaries of the Town Officers of this Town:

Supervisor	\$ _____
Council Members (4 at 18,000.00)	_____
Town Clerk/Tax Collector	_____
Town Superintendent of Highways	_____

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF PHILIPSTOWN**

Tina M. Merando
Town Clerk

DATED: October 22, 2014 / October 29, 2014