

**TOWN OF ORANGETOWN, ROCKLAND COUNTY
ZONING TEXT AMENDMENT**

**STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

DATE: December 12, 2023

LEAD AGENCY: The Town Board of the Town of Orangetown
Orangetown Town Hall
26 Orangeburg Road
Orangeburg NY 10962

This Notice is issued pursuant to Part 617 of the implementing regulations of Article 8 (SEQRA) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant effect on the environment.

TITLE OF ACTION:

Adoption of Local Law No. __ of 2023 of the Town of Orangetown, adopting an amendment to Chapter 43, Articles 3, 4 and 11 to permit hotels and standalone fitness centers on parcels of 150 acres or more as a “Special Permit Use” in the LI zoning district.

SEQRA STATUS:

Type I

DESCRIPTION OF ACTION:

Adoption of a Local Law amending the Town Code to define and permit standalone fitness centers and hotels on parcels of 150 acres or more in the LI zoning district.

DETERMINATION:

There will be no significant adverse environmental impact(s) as a result of the proposed action.

REASONS SUPPORTING THIS DETERMINATION:

The proposed action permits the proposed uses on larger parcels, which will have the appropriate land area to accommodate such uses. The change is consistent with the Town of Orangetown 2023 Comprehensive Plan which specifically addressed the need to define and permit such uses.

In addition, the Town Planning Board, pursuant to Town Code Chapter 43, § 10.5, and the County Planning Department, pursuant to General Municipal Law §§ 239 L & M, have reviewed the proposed law, and neither has concluded that the proposed action will have any significant adverse impact.

POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:

Based on the Short Environmental Assessment Form, prepared by the Town's Director of the Office of Building, Zoning, Planning and Enforcement, and the Town Board's familiarity with the parcels and the area in which they are situated, the Town Board has concluded that there will be no significant environmental impacts by the adoption of the zoning change specifically relating to:

- Traffic;
- Agricultural Land Resources
- Historic and Archaeological Resources
- Surface or Groundwater Quantity or Quality
- Critical Environmental Areas
- Energy
- Public Health
- Air Quality and Noise Levels
- Human Health, or
- Future Development of Adjacent and Nearby Lands

In summary, after having taken a hard look at the potential environmental impacts associated with the proposed action, the Town Board concludes that such action will not result in a significant adverse environmental impact.

For Further Information, Contact:

Town Supervisor Teresa M. Kenny
Town Hall, Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962
(845) 359-5100

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Stormwater Consortium of Rockland County
Rockland County Water Quality Committee




HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-Mail – highwaydept@orangetown.com

Affiliations:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County

MEMORANDUM

TO: Town Board

FROM: James J. Dean, Superintendent of Highways 

DATE: December 5, 2023

RE: Award Bid - Two (2) New Trailer Mounted Variable Message Boards

Please add the following item to the Town Board Agenda of December 12, 2023:

WHEREAS, the Superintendent of Highways duly advertised for sealed bids for Two (2) New Trailer Mounted Variable Message Boards, which were received and publicly opened on October 12, 2023. Now, Therefore, Be It

RESOLVED, upon the recommendation from the Superintendent of Highways, that the Town Board hereby awards this bid to Glenco Supply, Inc., Oakhurst, NJ, in the amount of \$ 42,754.00 to be charged to D.5112.200.04.

JJD/Kf



JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Stormwater Consortium of Rockland County
Rockland County Water Quality Committee



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**
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Hwy. Superintendents' Association of Rockland County

INTEROFFICE MEMO

DATE: December 5, 2023

TO: Teresa Kenny, Supervisor
Jerry Bottari, Councilman
Thomas Diviny, Councilman
Brian Donohue, Councilman
Paul Valentine, Councilman

CC: Rosanna Sfraga, Town Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways

RE: Change by resolution the fees and other charges relating to road excavations, driveways and heavy hauling under Chapter 27 of the Town Code

Please place the following item on the December 12, 2023 Town Board Agenda:

WHEREAS, Local Law No. 8-2011, authorizes the Town Board to change by resolution the fees and other charges under Chapter 27 of the Town Code, entitled "Road Excavations, Driveway and Heavy Hauling." The following changes are being proposed:

BE IT RESOLVED, that the permit fee under Article I. Regulations Relating to Utility, Town Code § 27-2 (B) Application; fee, shall be \$ 275.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article I. Regulations Relating to Utility, Town Code § 27-16; Rates for inspection, restoration and maintenance, shall be \$ 180.00 per inspection.



BE IT FURTHER RESOLVED, that the permit fee under Article II. Regulations Other Than Utility, Town Code § 27-23 (B); Application; fee, shall be \$ 275.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article II. Regulations Other Than Utility, Town Code § 27-23 (B); Deposits required, shall be:

| | |
|--------------------------------------|---|
| Shoulder-to-shoulder openings | \$800 |
| Shoulder to centerline | \$600 |
| Shoulder only openings | \$500 |
| Shoulder and paved sidewalk openings | \$500 (plus \$ 25 per sq. ft. of sidewalk impacted) |

BE IT FURTHER RESOLVED, that the charges under Article II. Regulations Other Than Utility, Town Code § 27-37 (A); Rates for inspection, restoration and maintenance, shall be \$180.00 per inspection.

BE IT FURTHER RESOLVED, that the charges under Article II. Regulations Other Than Utility, Town Code § 27-37 (B); Rates for inspection, restoration and maintenance shall be \$180.00 per inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveways and Construction of Connections to Town Roads, Town Code § 27-44 (A), Application fees for new driveway connections, shall be \$ 120.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveways and Construction of Connections to Town Roads, Town Code § 27-44 (B), Application fees for existing driveway connections, shall be \$ 120.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveway and Construction of Connections to Town Roads, Town Code § 27-46 (A), Road and street connections: permit, shall be \$ 120.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveway and Construction of Connections to Town Roads, Town Code Â§ 27-46.1, Driveway inspection rates, shall be \$ 130.00 per inspection.

BE IT FURTHER RESOLVED, that the charges under Article IV. Regulations for Special Hauling, Town Code § 27-50 (B), Application for permit; fees, shall be \$ 150.00 for the application fee and the hauling fees are as follows: \$ 180.00 for a one-month permit, \$ 325.00 six month permit and \$ 485.00 for a one year permit.

BE IT FURTHER RESOLVED, that the Appendix to Chapter 27 of the Town Code should be amended to reflect these in permit fees and that these changes will become effective January 1, 2024.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Stormwater Consortium of Rockland County
Rockland County Water Quality Committee



**HIGHWAY DEPARTMENT
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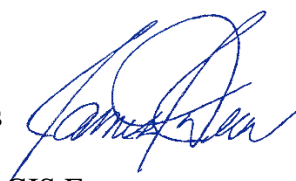
Affiliations:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County

INTEROFFICE MEMO

DATE: December 5, 2023

TO: Teresa Kenny, Supervisor
Jerry Bottari, Councilman
Thomas Diviny, Councilman
Brian Donohue, Councilman
Paul Valentine, Councilman

CC: Rosanna Sfraga, Town Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways 

RE: Change by resolution Highway Department GIS Fee

Please place the following item on the December 12, 2023 Town Board Agenda:

WHEREAS, Town Code § Chapter 14 Article V. Fees in Support of Geographic Information System (GIS) Displaying Certain Land Use and Other Municipal Information requires a fee be paid with an application of any type submitted to the Highway Department.

BE IT RESOLVED, that effective January 1, 2024 the GIS Fee for applications submitted to the Highway Department shall be \$ 20.00.



JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
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American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County

INTEROFFICE MEMO

DATE: December 8, 2023

TO: Town Board

CC: Teresa M. Kenny, Supervisor
Rosanna Sfraga, Town Clerk
Joseph Thomassen, Deputy Town Clerk
Theresa Accetta-Pugh, Principal Registry Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways

RE: Award Proposal for Sidewalk Sawcutting

Please place the following item on the December 12, 2023, Town Board Agenda:

RESOLVED, that upon the recommendation of the Superintendent of Highways, to approve the RFP for Sidewalk Sawcutting to Precision Safe Sidewalks, Arlington, VA, the only qualified bidder to meet Town Specifications, at a cost of \$69.35 per inch/foot, not to exceed \$29,000. Work completed under this contract will be charged to Account #A.5410.457 and paid for out of the 2023 operating budget.





AMENDMENT

This Amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Orangetown, New York, with offices at 26 W. Orangeburg Road, Orangeburg, New York 10962 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 17, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit "1" to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit "1", ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$7,848.00 for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - c. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
2. Client's use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing this Amendment or accessing, installing, or using the Fire Prevention Mobile solution, Client agrees that they have read, understood, and agree to such terms. A copy of the Fire Prevention Mobile Third Party Terms are annexed hereto as Exhibit "2".
3. Client's use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing



this Amendment, Client agrees that they have read, understand, and agree to such terms. A copy of the Payment Card Processing Agreement is annexed hereto as Exhibit "3".

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

Town of Orangetown, New York

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit “1”

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:
Quote Expiration:
Quote Name:

Travis Ressa
12/31/23

Sales Quotation For:

Town of Orangetown
26 W Orangeburg Rd
Orangeburg NY 10962-1798
Phone: +1 (845) 359-5100

Tyler SaaS - Silver

| Description | Term | Monthly Fee | Users/Units | Annual Fee |
|---|-------------|-------------|-------------|------------------|
| Fire Prevention Mobile | | | | |
| Inspector Mobile | | \$ 169 | 5 | \$ 10,140 |
| Inspector Mobile Plus - Silver (Invoicing Add-On) | | \$ 49 | 5 | \$ 2,940 |
| Onboard Codes - ICC | | \$ 38 | 1 | \$ 455 |
| Contractor Access (3.50 per transaction) | | \$ 0 | 1 | \$ 0 |
| Product Integration - Enterprise Permitting & Licensing | | \$ 0 | 1 | \$ 0 |
| TOTAL | 3.00 | | | \$ 13,535 |

Professional Services

| Description | Quantity | Unit Price | Extended Price | Maintenance |
|-------------|----------|------------|----------------|-------------|
|-------------|----------|------------|----------------|-------------|

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| | | | | |
|---|----|--------|-----------------|-------------|
| Professional Services | | | | |
| Contractor Access Setup & Training | 1 | \$ 499 | \$ 499 | \$ 0 |
| Setup & Configuration Services | 24 | \$ 200 | \$ 4,800 | \$ 0 |
| Training Services - Inspector Mobile Plus | 16 | \$ 200 | \$ 3,200 | \$ 0 |
| TOTAL: | | | \$ 8,499 | \$ 0 |

Payments

| | Use Case | List Price | Service % | Min | Basis Points | Rate | Cap | POS | Online | IVR |
|---|------------------------|------------|-----------|---------|-----------------|------|-----|-----|--------|-----|
| Payments - Payer Card Cost - Service Fees | | | | | | | | | | |
| Fire Prevention Mobile | | | | | | | | | | |
| Enterprise Payments | Fire Permit/Inspection | | 3.95% | \$ 6.95 | | | | | X | |
| Payments - Other Fees | | | | | | | | | | |
| Enterprise Permitting & Licensing | | | | | | | | | | |
| Payer eCheck Cost | | \$ 1.95 | | | | | | | | |
| eCheck Rejects | | \$ 5.00 | | | | | | | | |
| Credit Card Chargebacks | | \$ 15.00 | | | | | | | | |

Payer Card Cost

Per card transaction with Visa, MasterCard, Discover, and American Express.

Payer eCheck Cost

Per electronic check transaction.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

eCheck Rejects

When an eCheck Transaction comes back as declined (e.g bounced check)

| | | |
|--|----------------------|-----------------------|
| Summary | One Time Fees | Recurring Fees |
| Total SaaS | | \$ 13,535 |
| Total Services | \$ 8,499 | \$ 0 |
| Total Third-Party Hardware, Software, Services | \$ 0 | \$ 0 |
| Summary Total | \$ 8,499 | \$ 13,535 |

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Contract Total**\$ 49,104**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

Contractor Portal: 3rd party system contractors will pay report submittal fees (e.g. \$3.50 transactions fees per submittal), thus minimizing the cost to the Department or Agency. Estimated scope assumes 1,300 structures.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

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Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the “owning” occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered “keys”. If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler’s MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No “fuzzy” matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered “data clean up” and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal’s Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.

---The Fire Prevention Mobile integration with Enterprise Permitting & Licensing is with the Business Licensing module. The integration with Permitting consists of a joint task list/schedule of fire inspections, plan reviews, and permit inspections.

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Proposed Products/Services

- 5 Inspector Plus Licenses

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- 5 NY amended IFC Code set
- Tyler Payments
- Setup and Configuration
 - Documents
 - Occupant loading
 - Fee schedule
 - Billing templates
 - Pick Lists
 - Templated Comments
- Training



Exhibit “2”

MobileEyes Third Party Terms

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MobileEyes Third Party Terms

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surrender possession of the Software Product and all accompanying printed materials to ICC or Licensor. This Agreement is not transferable to any other party, for any reason. End-User agrees that use of the Software Product constitutes acceptance of the terms and conditions of this Agreement.

Updated 11/17/21



Exhibit “3”

Payment Card Processing Agreement

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Payment Card Processing Agreement

This Payment Card Processing Agreement (this “Processing Agreement”) is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation (“Tyler”), and Client (the “Merchant”).

1. ACKNOWLEDGEMENTS

- a. By executing this Processing Agreement or an accompanying Order Form, Merchant is contracting with Tyler to obtain Card processing services on Merchant’s behalf.
- b. Merchant acknowledges that Tyler contracts with a payment processor (a “Processor”), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.
- c. Tyler represents that the terms and provisions of this Processing Agreement are not inconsistent with the terms and provisions of the agreements between Tyler and such third party providers.

2. MEMBER BANK AGREEMENT REQUIRED

- a. When Merchant’s customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the “Associations”) require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.
- b. Merchant shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the “Member Bank Agreement”). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Transactions Merchant submits for processing through the Tyler service.
- c. Merchant acknowledges that Tyler may have agreed to be responsible for Merchant’s obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

- a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the “Merchant Bank Account”) at a bank that is a member of the Automated Clearing House (“ACH”) system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days’ prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.
- b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.
- c. Chargebacks. Chargebacks shall be paid by Merchant in accordance with the Member Bank Agreement.
- d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant’s failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

- a. Order Form. Merchant agrees to pay Tyler the fees set forth in or attached to the Order Form for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Order Form. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit A attached hereto and incorporated herein.
- b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant’s fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler’s notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler’s then-current Order Form.

c. Payment of Fees.

- i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid.
- ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction as set forth in the Order Form, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid. For all other fees, Tyler shall invoice Merchant for services and service fees on a monthly basis, unless otherwise set forth in the Order Form. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and service fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.
- iii. Absorbed Payments. For payments that are initiated online and/or in-person, the Merchant may elect to pay for all fees related to the transaction including, without limitation, interchange fees, dues, assessments, card brand fees, and Tyler fees.
- iv. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Order Form to the end user. Unless otherwise set forth in the Order Form, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 10(c)) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

- a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.
- b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

8. REPRESENTATIONS AND WARRANTIES

- a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.
- b. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.
- c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Processing Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Processing Agreement.
- d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.
- e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.
- f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION

INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

- a. Chargebacks. Merchant acknowledges that Tyler has agreed to be responsible for Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.
- b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structures or customer surcharges.
- c. Intellectual Property.
 - i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know-how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),
 - ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to

modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

- d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

- a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.
- b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

- a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years unless otherwise set forth on an Order Form; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12(b).
- b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).
 - i. For purposes of this Section, "Cause" means either:
 - A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

- B. if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;
 - C. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
 - D. breach of Section 7; or
 - E. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.
- ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.
 - iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.
- c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

- a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.
- b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.
- d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
- f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, including an agreement for other Tyler software or services with which Tyler Payments is included.
- g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.
- h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.
- i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
- j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.
- k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the

written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Tyler shall make such books and records available to Merchant during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

- l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.
- n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

- a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.
- b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

- c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.
- e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.
- f. Member or Member Bank means an entity that is a member of the Associations.
- g. Order Form means a document listing the pricing associated with this Processing Agreement.
- h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.
- i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.
- j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- k. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

Exhibit “A”

Payment Service Devices/Equipment – Rental and Purchase

This Exhibit “A” is incorporated into that certain Payment Card Processing Agreement between Tyler and Merchant (the “Agreement”).

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT

- a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.
- b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) (“Equipment”) to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request.
- c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant’s address otherwise set forth in the Order Form. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.
- d. Rights and Restrictions. Tyler shall process payments received from Merchant’s Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler’s designee into the Payment Services Devices. Merchant agrees that all of Merchant’s over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant’s business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor’s systems. Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Merchant

- authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.
- e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.
 - f. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Merchant shall be responsible for compliance with PCI DSS version 3.2.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
2. **TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED**
Tyler will sell to Merchant the Equipment identified in the Order Form, free and clear of all liens and encumbrances, except that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.
3. **TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL**
- a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of \$250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.
 - b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.

- c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

Updated 10/26/21



PRESENTED BY
BAUER-CROWLEY INC
P O BOX 358
SPARKILL, NY 10976

PROPOSED ON 12/05/2023 FOR
TOWN OF ORANGETOWN
26 ORANGEBURG RD
ORANGEBURG, NY 10962

On behalf of **BAUER-CROWLEY INC** and **The Travelers Companies, Inc. and its affiliates**, we appreciate the opportunity to provide **TOWN OF ORANGETOWN** with the following policy proposal.



Travelers Risk Control: Our Expertise is Your Advantage

Travelers Risk Control is an innovative provider of cost-effective risk management services and products. As one of the largest Risk Control departments in the industry, our scale allows the right resource at the right time to meet customer needs. For over 110 years, our loss prevention professionals have assisted agents, brokers and customers across the country and around the world.

<https://www.travelers.com/risk-control>



Claim Services:

Travelers has over 11,000 highly trained Claim professionals located across the U.S. Our local field representatives are supported by teams of dedicated customer service, catastrophe response, legal, medical, investigative, engineering, and large loss experts. Claims can be complex and expensive. We'll help you manage claims to control your total risk-related costs.

<https://www.travelers.com/claims>

Meet your Travelers team

General

Overall Account

Frances Farrell
Account Executive
FLFARREL@travelers.com
860-277-6907

Policy Services

Yajaira Solis
Operations Account Specialist
YSOLIS@travelers.com
913-402-5452

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

Boiler & Machinery Helpful Contacts

| | |
|---|---|
| Claim Handling | 800.238.6225 or 877.784.5329 (fax) |
| Boiler Inspections | 800.425.4119 or boilinsp@travelers.com |
| Underwriting & Account Questions | Your account executive or boiler@travelers.com |
| Policy Processing & Endorsements | Your account manager or boilerse@travelers.com |
| Learn more about Travelers Boiler & Machinery | travelers.com/business-insurance/boiler-machinery |

Thank you!

Thank you for this opportunity to provide equipment breakdown insurance protection for your customer. We appreciate your consideration and loyalty to Travelers.

Why Travelers is the smart choice

Travelers Boiler & Machinery offers industry-leading equipment breakdown coverage and services that will flex with each industry and the risks associated with technology advancements.

EnergyMax 21SM – broad coverage that protects businesses of all shapes and sizes against direct and indirect losses to:

- Mechanical and Electrical Equipment
- Boiler & Pressure Vessels
- Air Conditioning & Refrigeration Equipment
- Production Machinery
- Smart Devices Including IoT (Internet of Things)
- Computer & Communication Systems
- Micro-Circuitry Electronics

Defined Terms

If these terms are used elsewhere in this Quote Letter, the following definitions shall apply:

“Diagnostic Equipment” means any machine, vessel or apparatus used solely for testing, research, diagnosis, medical, surgical, therapeutic, dental or pathological purposes.

“Production Machines” means any machine or apparatus that processes or produces a product, or part of a product, intended for eventual sale, including all component parts of such machine or apparatus and any other equipment used solely with such machine or apparatus. However, “Production Machines” does not include any boiler, or fired or unfired pressure vessel.

“Power Generating Equipment” means any pressure, mechanical or electrical equipment, machinery or apparatus that is used in, or associated with, the generation of electric power. “Power Generating Equipment” does not mean any equipment, machinery or apparatus with less than or equal to 1000 kilowatts of capacity, which is used solely to generate emergency power.

Your policies

Energy Max 21 Equipment Breakdown Protection

| | |
|-------------------------|--|
| Policy Number | BME1-4K773550-TIL-24 |
| Effective | 01/01/2024 – 01/01/2025 |
| Insuring Company | TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA |

Locations schedule

BME1 - 4K773550 – Energy Max 21 Equipment Breakdown Protection

| LOC/BLDG | DESCRIPTION | ADDRESS |
|----------|-------------------------------------|---|
| 1/1 | OFFICE/POLICE STATION | 26 ORANGEBURG RD, ORANGEBURG, NY 10962 |
| 2/2 | ADMINISTRATIVE OFFICE AND CONTROL R | 127ROUTE 303, ORANGEBURG, NY 10962 |
| 3/3 | MAIN BLDG BUILDING DEPT | 20 GREENBUSH RD, ORANGEBURG, NY 10962 |
| 4/4 | GARAGE AND OFFICE | 119 ROUTE 303, ORANGEBURG, NY 10962 |
| 5/5 | MAIN | PIERMONT AVE & 379 FERDON AVE, ORANGEBURG, NY 10962 |
| 6/6 | MAIN | GEDNEY ST U NYACK NY NEAR 103, GEDNEY PL, NYACK, NY 10960 |
| 7/7 | MAIN | 2 SPEAR ST NYACK NY, NYACK, NY 10960 |
| 8/8 | MAIN | 285 BLUE HILL RD, PEARL RIVER, NY 10965 |
| 9/9 | MAIN | NEAR 23A(PARKS HOUSE) HUNT RD, PEARL RIVER, NY 10965 |
| 10/10 | MAIN | 212 MAIN STREET, ORANGEBURG, NY 10962 |
| 11/11 | PRO SHOP | 140 OLD ORANGEBURG, ORANGEBURG, NY 10962 |
| 12/12 | NIKE COMPLEX | TWEED BLVD, ORANGEBURG, NY 10962 |
| 13/13 | VETERANS PARK COMPLEX | 81 HUNT ROAD, ORANGEBURG, NY 10962 |
| 14/14 | POLICE BOOTH | TBD1, PEARL RIVER, NY 10965 |
| 15/15 | EQUIPMENT | PEARL STREET, PEARL RIVER, NY 10965 |
| 16/16 | HUNT ROAD PUMP STATION | HUNT ROAD, ORANGEBURG, NY 10962 |
| 17/17 | PUMP STATION | CONVENT ROAD, ORANGEBURG, NY 10962 |
| 18/18 | PUMP STATION | SICKLETOWN RD, ORANGEBURG, NY 10962 |
| 19/19 | PUMP STATION | MANDOLIN COURT, ORANGEBURG, NY 10962 |
| 20/20 | PUMP STATION | MARGARET KEAHON DRIVE, ORANGEBURG, NY 10962 |
| 21/21 | PUMP STATION | CHERRY COURT, ORANGEBURG, NY 10962 |
| 22/22 | PUMP STATION | BLUE HILL GOLF COURSE, ORANGEBURG, NY 10962 |
| 23/23 | PUMP STATION | RAMLAND RD, ORANGEBURG, NY 10962 |
| 24/24 | LIBERTY ROAD PUMP STATION | TBD2, ORANGEBURG, NY 10962 |
| 25/25 | PUMP STATION | TERRACE LANE, ORANGEBURG, NY 10962 |
| 26/26 | PUMP STATION | WESTERN HWY, ORANGEBURG, NY 10962 |
| 27/27 | PUMP STATION | SUNSET ROAD, ORANGEBURG, NY 10962 |
| 28/28 | SUNSET RD PUMP STATION 2 | TBD3, ORANGEBURG, NY 10962 |
| 29/29 | PUMP STATION | BLAUVELT RD, ORANGEBURG, NY 10962 |
| 30/30 | PUMP STATION | WILLIAM ST, ORANGEBURG, NY 10962 |
| 31/31 | PUMP STATION | ROCKLEIGH INDUSTRIAL PK, ORANGEBURG, NY 10962 |
| 32/32 | PUMP STATION | PIERMONT AVE, ORANGEBURG, NY 10962 |
| 33/33 | PUMP STATION | ROUTE 340, ORANGEBURG, NY 10962 |
| 34/34 | PUMP STATION | KINGS HWY, ORANGEBURG, NY 10962 |
| 35/35 | PUMP STATION | SGT INGRAM COURT, ORANGEBURG, NY 10962 |

| | | |
|-------|-------------------------------------|--|
| 36/36 | TOWN MUSEUM | 213 BLUE HILL RD, ORANGEBURG, NY 10962 |
| 37/37 | PUMP STATION | AZEALEA DRIVE, ORANGEBURG, NY 10962 |
| 38/38 | PUMP STATION | N LINCOLN ST, ORANGEBURG, NY 10962 |
| 39/39 | KELLY COURT PUMP STATION | TBD4, ORANGEBURG, NY 10962 |
| 40/40 | PUMP STATION | HUNT RD, ORANGEBURG, NY 10962 |
| 41/41 | PUMP STATION | N TROOP RD, ORANGEBURG, NY 10962 |
| 42/42 | PUMP STATION | DIANE DRIVE, ORANGEBURG, NY 10962 |
| 43/43 | PUMP STATION | BRADLEY IND PK, ORANGEBURG, NY 10962 |
| 44/44 | UPPER NYACK PUMP STATION | RT 24, ORANGEBURG, NY 10962 |
| 45/45 | SOUTH NYACK PUMP STATION | TBD5, SOUTH NYACK, NY 10960 |
| 46/46 | TAPPAN GLEN PUMP STATION | NEAR 33 E LANRAM RD, TAPPAN, NY 10983 |
| 47/47 | PUMP STATION | PAUL COURT, ORANGEBURG, NY 10962 |
| 48/48 | VAN WYCK AND SUNSET PUMP STATION | TBD6, ORANGEBURG, NY 10962 |
| 49/49 | KINGS HIGHWAY AND DEDERER ST PUMP S | NEAR 358 KINGS HWY, TAPPAN, NY 10983 |
| 50/50 | MUSEUM | 196 BLAISDELL AVE, ORANGEBURG, NY 10962 |
| 51/51 | BUILDING MAINTENANCE | TBD7, ORANGEBURG, NY 10962 |
| 52/52 | DWELLING | 135 E/S BLAISDELL, ORANGEBURG, NY 10962 |
| 53/53 | DWELLING | 108 E/S BLAISDELL, ORANGEBURG, NY 10962 |
| 54/54 | DWELLING | 109 E/S BLAISDELL, ORANGEBURG, NY 10962 |
| 55/55 | DWELLING | 110 W/S BLAISDELL, ORANGEBURG, NY 10962 |
| 56/56 | DWELLING | 136 W/S BLAISDELL, ORANGEBURG, NY 10962 |
| 57/57 | DWELLING | 137 W/S BLAISDELL, ORANGEBURG, NY 10962 |
| 58/58 | DWELLING | 138 W/S BLAISDELL, ORANGEBURG, NY 10962 |
| 59/59 | DWELLING | 139 W/S BLAISDELL, ORANGEBURG, NY 10962 |
| 60/60 | PARAMEDICS BLDG | 140 W/S BLAISDELL, ORANGEBURG, NY 10962 |
| 61/61 | PARAMEDICS BLDG | 141 W/S BLAISDELL, ORANGEBURG, NY 10962 |
| 62/62 | DWELLING | S/S OLD ORANGEBURG, ORANGEBURG, NY 10962 |
| 63/63 | DPW GARAGE | 65 BROOKSIDE AVE, NYACK, NY 10960 |
| 64/64 | STREET LIGHTS | VARIOUS LOCATIONS, NYACK, NY 10960 |
| 65/65 | PLAYGROUND EQUIPMENT | 95 FRANKLIN ST FRANKLING STREET, PARK, NYACK, NY 10960 |
| 66/66 | PLAYGROUND EQUIPMENT | 1 ELIZABETH PL (ADJACENT TO), NYACK, NY 10960 |

Basis of coverage plan

| | |
|----------------------------------|----------------|
| Building + Contents Value | \$117,559,858 |
| Business Income Value | \$1,000,000 |
| Inventory/Stock Value | Not Applicable |
| Occupancy | Municipality |

Coverage

| | LIMITS OF INSURANCE |
|--|---------------------------------------|
| Total Limit per Breakdown | \$118,559,858 |
| Property Damage(PD) | Included in Total Limit per Breakdown |
| (Includes micro-circuitry electronics) | |

Coverage extensions

| | |
|--|---|
| Business Income Coverage Extension (BI) | \$1,000,000 |
| Coinurance Percentage | 100% |
| Extra Expense Coverage Extension (EE) | Included in BI Limit |
| Spoilage Damage Coverage Extension – including Utility Interruption-Spoilage (SD) | \$100,000 |
| Utility Interruption-Spoilage coverage applies only if the interruption lasts at least (waiting period): | 24 hour(s) |
| Utility Interruption-Time Element Coverage Extension (UI-TE) | \$1,000,000 |
| Utility Interruption-Time Element coverage applies only if the interruption lasts at least (waiting period): | 24 hour(s) |
| (Includes interruption of Cloud Services and Data Restoration) | |
| Civil Authority Coverage Extension | 100 Mile(s) 3 Week(s) |
| “Dependent Property” Coverage Extension | Not Covered |
| “Dependent Property” Locations | |
| “Electronic Data” Or “Media” Coverage Extension | |
| “Electronic Data” Or “Media” Stored At “Covered Premises”: | \$100,000 |
| “Electronic Data” Or “Media” Stored With “Electronic Data Storage Provider”: | Included With “Electronic Data” Or “Media” Stored At “Covered Premises” |
| Errors And Omissions Coverage Extension | \$100,000 |
| Expediting Expense Coverage Extension | \$100,000 |
| Extended Period of Restoration Coverage Extension | 30 Day(s) |
| “Fungus”, Wet Rot And Dry Rot Coverage Extension | |
| Property Damage: | \$15,000 |
| Business Income Or Extra Expense: | Not Applicable |
| Green Enhancements Coverage Extension | |
| Property Damage Percentage Factor: | 5% |
| Property Damage Additional Costs Limit of Insurance: | \$25,000 |
| Business Income Or Extra Expense Additional Number of Days: | 30 Day(s) |
| Ingress Or Egress Coverage Extension | 1 Day(s) |
| Newly Acquired Locations Coverage Extension | \$1,000,000 |
| Number of Days of Coverage: | 90 Day(s) |
| Off-Premises Transportable Equipment Coverage Extension | \$25,000 |
| Ordinance Or Law (Including Demolition And Increased Cost Of Construction) Coverage Extension | |
| Undamaged Property: | \$500,000 |
| Demolition: | Included With Undamaged Property |
| Increased Cost Of Construction: | Included With Undamaged Property |

Limitations

| COVERAGES | LIMITS OF INSURANCE |
|--------------------------------------|---------------------|
| Hazardous Substance Limitation | \$100,000 |
| Refrigerant Contamination Limitation | \$100,000 |
| Water Damage Limitation | \$100,000 |
| Drying Out Limit Of Insurance | \$25,000 |
| Other | |

Deductible

| COVERAGES | DEDUCTIBLE AMOUNT |
|---|-----------------------------|
| Combined Deductible | Not Applicable |
| Property Damage (PD) | \$10,000 |
| Business Income (BI) | 24 Hours |
| Extra Expense (EE) | Included in BI Deductible |
| Spoilage Damage (SD) | 10% of loss/\$5,000 minimum |
| Utility Interruption-Time Element (UI-TE) | 24 Hours |
| Dependent Property | Not Covered |
| Refrigerant Contamination | 10% of loss/\$5,000 minimum |
| Other | |

Additional coverage extensions/restrictions/conditions

| | |
|---|--|
| Number Of Days For Notice of Cancellation | 60 Days, except 10 days for non-payment of premium, subject to state regulations |
| Diagnostic Equipment | Covered |
| Electronic Vandalism | Excluded |
| Joint Loss Agreement | Included |
| New Generation Valuation – Up to additional 50% | Included |
| Ordinary Payroll | Covered |
| Production Machines | Covered |
| Specified Perils Elimination Endorsement EB T3 18 | Included |
| Valuation | Repair/Replacement Included |

EB T3 33 – Property Not Covered

| LOCATION | PROPERTY |
|----------------------|------------------------------|
| ALL COVERED PREMISES | "Power Generating Equipment" |

Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For any Workers Compensation and Employers Liability coverage provided by this policy, the charge for such Insured Losses is an additional premium, which is reflected in any Workers Compensation and Employers Liability premium schedule included in this proposal or, if this proposal does not include such premium schedule, is reflected in a Workers Compensation premium summary included with this proposal. Note: terrorism premium charges listed in any such premium schedule or summary are subject to change at any time based on state regulatory action.

For any coverage provided by this policy, other than any Workers Compensation and Employers Liability coverage, that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for any such coverage is the percentage of the premium for such coverage indicated below and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Note: terrorism premium charges shown below are subject to change at any time based on state regulatory action.

The charge for such Insured Losses (for any coverage other than any Workers Compensation and Employers Liability coverage) is:

- 7% of either your total Commercial Property Coverage Part or your total Deluxe Property Coverage Part premium, if applicable, if your primary location is in a Designated City (as listed below).
- 3% of either your total Commercial Property Coverage Part or your total Deluxe Property Coverage Part premium, if applicable, if your primary location is not in a Designated City (as listed below).
- 4% of your total Businessowners Coverage Part premium, if applicable, if your primary location is in a Designated City (as listed below).
- 2% of your total Businessowners Coverage Part premium, if applicable, if your primary location is not in a Designated City (as listed below).
- 1% of your total Commercial Inland Marine Coverage Part premium if applicable.
- 1% of your total Boiler and Machinery or Equipment Breakdown Coverage Part if applicable.
- 1% of your total premium for any Commercial Liability Coverage included in this policy that is subject to the Federal Terrorism Risk Insurance Act of 2002 as amended.
- 1% of your total premium for any Commercial Ocean Marine Coverage Part premium if applicable.

| | | | |
|-----------------------------|-------------------------|-------------------------------|---------------------------|
| Designated Cities are: | | | |
| Albuquerque, NM | El Paso, TX | Miami, FL | San Antonio, TX |
| Atlanta, GA | Fort Worth, TX | Milwaukee, WI | San Diego, CA |
| Austin, TX | Fresno, CA | Minneapolis, MN | San Francisco, CA |
| Baltimore, MD | Honolulu, HI | Nashville-Davidson, TN | San Jose, CA |
| Boston, MA | Houston, TX | New Orleans, LA | Seattle, WA |
| Charlotte, NC | Indianapolis, IN | New York, NY | St. Louis, MO |
| Chicago, IL | Jacksonville, FL | Oakland, CA | Tucson, AZ |
| Cleveland, OH | Kansas City, MO | Oklahoma City, OK | Tulsa, OK |
| Colorado Springs, CO | Las Vegas, NV | Omaha, NE | Virginia Beach, VA |
| Columbus, OH | Long Beach, CA | Philadelphia, PA | Washington, DC |
| Dallas, TX | Los Angeles, CA | Phoenix, AZ | Wichita, KS |
| Denver, CO | Memphis, TN | Portland, OR | |
| Detroit, MI | Mesa, AZ | Sacramento, CA | |

Account summary

Premium summary

| COVERAGE | POLICY NUMBER | PREMIUM |
|----------|---------------|----------|
| BOILER | BME1-4K773550 | \$18,212 |
| Total | | \$18,212 |

Note: The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.

Payment plan

To Be Determined
Bill Payment Options can be found at: Travelers.com/AutoPay

Note: The amount of each installment will be reflected on your policy invoicing.

Account summary

Disclosure

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically sixty (60) days after the proposal date referenced on the cover page, or the proposed effective date if earlier. This proposal is not a binding contract of insurance. If you have questions regarding this proposal, please contact your Travelers Representative.

The following outlines the coverage forms, limits of insurance, policy endorsements and other terms and conditions provided in this proposal/quote. Any policy coverages, limits of insurance, policy endorsements, coverage specifications, or other terms and conditions that you have requested that are not included in this proposal/quote have not been agreed to by Travelers. Please review this proposal/quote carefully and if you have any questions, please contact your Travelers representative.

This proposal/quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law.

Please note that changes in the exposures, limits, or coverages may result in changes in rates and/or account pricing. Additionally, due to the expense of processing and servicing this account, in the event this quote is not accepted in its entirety, we reserve the right to reprice and reunderwrite this quote.

The policies will also be subject to all state-mandated endorsements.

At our discretion, we may decide to perform an interim test audit during the upcoming policy period to verify the adequacy of the exposure estimates that have been provided to us. If we decide to perform an interim test audit, a Travelers Auditor will contact the insured at the appropriate time to set up an appointment. The results of any interim test audit that we perform will be shared with you as soon as possible after the audit report has been completed.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

Package common coverage form index

Policy Number BME1-4K773550

BME1 Common coverage and amendments

| DESCRIPTION | FORM NUMBER |
|--|----------------|
| NEW YORK CHANGES - FRAUD | IL 01 83 08 08 |
| NEW YORK CHNGS-CANCELLATION & NONRENEWAL | IL 02 68 01 14 |
| NY CHGS-REF TO SUPERINTENDT AND INS DEPT | IL F1 01 05 20 |
| ACTUAL CASH VALUE - NEW YORK | IL F1 53 12 22 |
| COMMON POLICY CONDITIONS | IL T0 01 01 07 |
| COMMON DEC | IL T0 02 11 89 |
| LOCATION SCHEDULE | IL T0 03 04 96 |
| AMNDT COMMON POLICY COND-PROHIBITED COVG | IL T4 12 03 15 |
| CAP ON LOSSES FROM CERT ACTS OF TERRORIS | IL T4 14 01 21 |
| ENGINEERING AND CLAIM SERVICES | PN BM 17 07 06 |
| IMPORTANT NOTICE - PREMIUM CALCULATION | PN EB 01 08 08 |
| SHIPLOADER EXCL POLICYHOLDER NOTICE | PN EB 10 10 22 |
| JURISDICTIONAL INSP & CONTACT INFO REQ | PN T1 89 02 23 |
| NOTICE INDEPENDENT AGENT AND BROKER COMP | PN T4 54 01 08 |



Boiler & Machinery coverage forms index

Policy Number BME1-4K773550

Coverage and amendments

| DESCRIPTION | FORM NUMBER |
|--|----------------|
| FEDERAL TERRORISM RISK INSURANCE ACT DIS | BM T5 94 01 21 |
| ENERGYMAX21 EQUIP BREAKDOWN DEC | EB T0 00 02 19 |
| ENERGYMAX 21 EQUIP BREAKDOWN PRO TOC | EB T0 01 02 19 |
| EQUIPMENT BREAKDOWN PROTECTION | EB T1 00 02 19 |
| SPECIFIED PERILS EXCLUSION | EB T3 18 02 19 |
| PROPERTY NOT COVERED | EB T3 33 02 19 |
| ELECTRONIC VANDALISM EXCLUSION | EB T4 47 01 23 |
| SHIPLOADER AND BARGE LOADER EXCLUSION | EB T4 49 10 22 |
| DIGITAL ASSETS EXCL | EB T4 50 01 23 |
| NY CHANGES - EST OF CLAIMS; FUNGUS | EB T9 16 02 19 |

Commission summary

| COVERAGE | POLICY NUMBER | COMMISSION |
|----------|---------------|------------|
| BOILER | BME1-4K773550 | 15.00 % |

Note: *It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.*

* Commission percentage displayed does not apply to any North Carolina Reinsurance Facility loss recoupment surcharge amounts included in the liability premium of the Commercial Auto Policy, if applicable.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

RECEIVED

DEC 05 2023
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 23-SP-056

EVENT NAME: TFD Holiday Drive - Thru Event

APPLICANT NAME: Mike Holihan

ADDRESS: 300 Western Highway Tappan

PHONE #: 914 346 7762 CELL # _____ FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER ☒

The above event will be held on 12/16/23 from 4:30pm to 7:30pm RAIN DATE: 12/17/23 (tentative)

Location of event: 140 Lester Drive, Tappan (W.O Schaeffer School)

Sponsored by: Tappan Volunteer Fire Association Telephone #: 914-346-7762

Address: 123 Washington St. Tappan

Estimated # of persons participating in event: 500 vehicles 250

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Mike Holihan, 300 Western Highway, Tappan 914-346-7762

Signature of Applicant: [Signature] Date: 12/5/23

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 12/5/23

Certificate of Insurance - Received On: 12/5/23

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: use Y - Received On: 12/5/23

Rockland County Highway Dept. Permit: Y N - Received On: X

NYS DOT Permit: Y N - Received On: X

Route/Map/Parking Plan: Y N - Received On: 12/5/23

RFS #: 57283 BARRICADES: Y N CONES: Y N TRASH BARRELS: Y N OTHER: (2) Message boards

APPROVED: [Signature] 12-6-23 DATE: 12-6-23

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y N Application Required: _____ Fee Paid -- Amount/Check # _____

Port-o-Sans: Y N Other: _____

APPROVED: [Signature] DATE: 12/7/23

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y N Not requested Items: _____

APPROVED: [Signature] DATE: 12/07/23

Chief of Police

** Please return to the Highway Department to be placed on the Town Board Workshop **

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

WARRANT

| Warrant Reference | Warrant # | Amount |
|---------------------------------------|-----------|-----------------|
| Approved for payment in the amount of | | |
| | 112423 | \$ 62,830.30 |
| | 120723 | \$ 47,429.41 |
| | 121223 | \$ 1,096,319.13 |
| | | \$ 1,206,578.84 |

The above listed claims are approved and ordered paid from the appropriations indicated.

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 12/8/2023
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 12/12/2023 consists of 3 warrants for a total of \$1,206,578.84.

The first warrant had 46 vouchers for \$62,830 and was for utilities.

The second warrant had 181 vouchers for \$1,096,319 and had the following items of interest.

1. A+ Technology (p1) - \$5,547 for IT equipment.
2. AKRF (p2) - \$6,421 for drainage review escrow.
3. Applied Business Systems (p8) - \$5,810 for tax bills.
4. Capasso & Sons (p12) - \$90,817 for recycling.
5. Clarity Water Technologies (p13) - \$9,175 for cooling towers.
6. Corsi Tire (p15) - \$5,888 for new tires.
7. Cotter (p15) - \$6,325 for title inspections.
8. Crown, Castle Fiber (p15) - \$6,748 for connectivity.
9. CSEA Employee Benefit Fund (p16) - \$33,663 for dental benefits.
10. DeNooyer Chevrolet (p17) - \$93,688 for Police vehicles.
11. Fanshawe (p20) - \$37,315 for new town hall electrical.
12. Furniture Pro Corp. (p22) - \$18,070 for furniture for new town hall.
13. Mediastar Inc. (p36) - \$78,935 for new town hall A/V equipment.
14. MetLife (p37) - \$14,869 for Police dental benefits.
15. S&L Plumbing & Heating (p47) - \$11,970 for new town hall HVAC.
16. Vanas Construction (p54) - \$403,986 for new town hall GC services.

17. Verde Electric (p54) - \$5,600 for traffic signal maintenance.
18. Virtuit Systems (p55) - \$20,938 for IT cables for new town hall.
19. WW Grainger (p59) - \$6,759 for supplies.
20. Zarin & Steinmetz (p61) - \$11,133 for outside legal counsel.

The third warrant had 1 vouchers for \$47,429 and was for architectural design services by Lothrop Associates.

Please feel free to contact me with any questions or comments.

Jeffrey W. Bencik, CFA

845-359-5100 x2204