



**TOWN OF LEWISBORO
TOWN BOARD MEETING AGENDA
TOWN HOUSE
MONDAY, MAY 13, 2024
7:30 P.M.**

- I. PUBLIC COMMENT I**
- II. COMMUNICATIONS**
 - a. Proclamation Judge George Roberts**
- III. CONSENT AGENDA**
 - a. Approval of Minutes of April 29, 2024**
 - b. Monthly Reports**
 - i. Building Department April 2024**
 - ii. Police Department March and April 2024**
- IV. OLD BUSINESS**
 - a. Discussion: Employee Handbook**
- V. NEW BUSINESS**
 - a. Discussion: 59 Benedict Road Building Department Fees**
 - b. Resolution: Approving the Purchase of Police Radios from Eastern Communications, LTD. totaling \$168,022.04.**
 - c. Resolution: Approving Supervisor Signing Contract with Catalis Tax and CAMA**
 - d. Resolution: Approving Supervisor Signing Agreement with Helpsy for Textile Collection**
 - e. Resolution: Approving Attendance at Westchester Municipal Planning Federation (WMPF) Annual Awards Dinner to Receive Planning Achievement Award – Awarded to Town of Lewisboro**
 - f. Resolution: Approving Application of Majeed Enterprises for Peddler's License for South Salem Fire Department Parade**
- VI. PUBLIC COMMENT II for New Business Only**

VII. APPROVAL OF CLAIMS

VIII. POLLING OF THE BOARD

IX. ANNOUNCEMENTS

Town Board Work Session – Tuesday, May 28, 2024, at 7:30 p.m., at the Town House, 11 Main Street, South Salem

MOTION TO GO INTO EXECUTIVE SESSION

Town Board Meetings Accessibility: The Town of Lewisboro is committed to providing equal access to all its facilities, services, and activities to the fullest extent possible. The Town House, Cyrus Russell Community House, Onatru Farmhouse, and the Bouton Road Town Offices are accessible to persons with physical handicaps. If anyone who wishes to attend any meeting of the Town Board has special needs, please contact the Supervisor's Office (763-3151) at least one week before any scheduled in-person meeting, and we will try to accommodate whenever possible.

Join Zoom Meeting

<https://us06web.zoom.us/j/88040564503>

Meeting ID: 880 4056 4503

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 880 4056 4503

**RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF
LEWISBORO AT A MEETING HELD ON MAY 13, 2024**

WHEREAS, for more than 62 years, GEORGE ROBERTS has exemplified unwavering commitment and excellence in his legal career as a managing partner and esteemed member of Covey, Roberts & Carmody Roberts LLC.; and,

WHEREAS, GEORGE ROBERTS has demonstrated exceptional expertise in estate planning, providing invaluable guidance to countless clients navigating the complexities of distributing assets and securing legal guardianships, while also assisting elderly clients in obtaining long-term health care; and,

WHEREAS, GEORGE ROBERTS embarked on his illustrious legal career after obtaining a Bachelor of Arts in political science from Manhattan College in 1959, followed by earning a Doctor of Jurisprudence from New York University School of Law in 1962, thereby laying the foundation for his lifelong commitment to the pursuit of justice; and,

WHEREAS, GEORGE ROBERTS's commitment to public service extended beyond the courtroom, as he served with distinction as a Town Justice for the Town of Lewisboro, New York, for 34 years, and contributed his expertise to the Westchester County Bar Association as an Ethics Committee member and Chairman of the Grievance Committee; and,

WHEREAS, GEORGE ROBERTS's philanthropic spirit and community engagement shone brightly through his volunteer service as a firefighter for the Golden's Bridge Fire Department for over 25 years, as well as his dedication to scouting as an assistant scoutmaster for the Golden's Bridge troop affiliate of the Boy Scouts of America for more than a decade; and,

WHEREAS, GEORGE ROBERTS's remarkable legacy of service has been further recognized through accolades such as his nomination for Citizen of the Year by the Lewisboro Chamber of Commerce in 1998 and being honored as a "Top Lawyer" in Palm Beach and Martin Counties by Palm Beach Illustrated; and,

WHEREAS, GEORGE ROBERTS attributes much of his success to the unwavering support and partnership of his late wife, Linda Carmody Roberts, a distinguished lawyer in her own right;

BE IT RESOLVED, that the Town Board of the Town of Lewisboro hereby honor and commend GEORGE ROBERTS for his exemplary service and steadfast commitment to justice; and,

BE IT FURTHER RESOLVED that this Resolution be spread upon the minutes of this May 13, 2024, Town Board Meeting for future generations to see and that a copy be presented to GEORGE ROBERTS.

Dated at South Salem, New York,
on this 13th day of May, 2024,

Tony Gonçalves, Town Supervisor

TOWN OF LEWISBORO
Building/Zoning Department
79 Bouton Road
South Salem, NY 10590

M5 Fee Report
From 03/22/2024 To 04/24/2024

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	13	\$1,585.00
Additional CC Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	9	\$485.00
Additional CO Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	4	\$1,100.00
BUILDING PERMIT FEE	66	\$38,780.00
CERTIFICATE OF COMPLIANCE FEE	34	\$3,640.00
CERTIFICATE OF OCCUPANCY FEE	33	\$30,580.00
CIVIL PENALTY - NO PERMIT	12	\$7,810.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	5	\$250.00
FIREWORKS - SPECIAL PERMIT	1	\$152.00
RE-INSPECTION	5	\$527.00
RECORDS MANAGEMENT FEE	61	\$122.00
RENEWAL FEE	8	\$1,503.50
Stormwater ADMIN	1	\$450.00
VARIANCE	1	\$252.00
Wetland Administrative	4	\$1,000.00
	257	\$88,236.50

TOWN OF LEWISBORO						
Building & Zoning Department 79 Bouton Road, South Salem, NY 10590 914-763-3060						
	2022		2023		2024	YEAR TO DATE INCREASE BY MONTH
	BUDGET REVENUE: \$600,000		BUDGET REVENUE: 600,000		BUDGET REVENUE: 844,701	
MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	
JAN	\$129,768.00	JAN	\$29,327.25	JAN	\$76,588.50	161%
FEB	\$295,108.75	FEB	\$104,630.00	FEB	\$76,515.19	-27%
MAR	\$39,169.50	MAR	\$157,150.50	MAR	\$93,875.75	-40%
APR	\$71,303.00	APR	\$89,940.00	APR	\$88,236.50	-2%
MAY	\$80,821.75	MAY	\$200,796.00	MAY		-100%
JUNE	\$68,812.00	JUNE	\$86,220.50	JUNE		-100%
JULY	\$71,446.25	JULY	\$86,258.50	JULY		-100%
AUG	\$45,824.00	AUG	\$67,987.25	AUG		-100%
SEPT	\$91,686.50	SEPT	\$89,180.50	SEPT		-100%
OCT	\$39,835.75	OCT	\$51,130.00	OCT		-100%
NOV	\$107,509.50	NOV	\$50,360.75	NOV		-100%
DEC	\$57,401.50	DEC	\$11,234.00	DEC		-100%
	\$1,098,686.50		\$1,024,215.25		\$335,215.94	

Town Of Lewisboro Police Department

Monthly Activity Report

Search Type
Incident

Start Date
01/01/2024

End Date
04/30/2024

INC TYPE CATEGORY	January	February	March	April	Row Total
Aided Case-EMS	31	38	23	31	123
Aided-Assist Citizen	25	26	23	19	93
Alarms (Burg./ Fire/ Panic)	27	23	32	16	98
Animal	4	8	9	5	26
Assist Other Agency	3	4	4	8	19
Civil Comp	2	4	3		9
Criminal Act	5			4	9
Criminal Mischief	1	1	1	1	4
Detail	31	20	38	32	121
Discon/ Disturbance	3	3	2	5	13
Domestics	4	4		2	10
Fire	6	2	4	3	15
Fraud/ Identity Theft		8	1	1	10
Harassment	4	3	2	4	13
Larceny			1	1	2
Mental Health Incident	2	7	2	6	17
Miscellaneous	6	10	8	5	29
Motor Vehicle Accident	18	6	16	15	55
Property	5	3	4	11	23
Property Check	860	734	762	652	3008
Records	7	8	3	10	28
Road	9	9	10	1	29
Summons Served/Attempted	2	1			3
Suspicious	9	5	9	8	31
Trespass		1	2		3
Utility	3	2	3		8
Vehicle	14	21	16	13	64
Vehicle-V/T	93	116	111	81	401
totals	1174	1067	1089	934	4264

Quotation

Quote # ECLQ323-1047
 Quote Revision Rev - 2
 Customer Lewisboro PD
 Quote Date 5/7/2024
 Provided By Philip
 Quote Validity 30 Days
 Estimated Lead Time TBD
 Project/Opportunity MRRS Startup



		NYOGS PT68714						
Contract Item	Part Number	Description	Qty	Unit List	Ext List	List -> Sale	Unit Sale	Ext Sale
01 - XL200P Portables	XL-PFM1M-NA	PORTABLE,XL-200P,FKP,BLK,US,NA	24	\$ 3,160.00	\$ 75,840.00	27.50%	\$ 2,291.00	\$ 54,984.00
01 - XL200P Portables	XL-PL8T	FEATURE, LTE	24	\$ 1,200.00	\$ 28,800.00	27.50%	\$ 870.00	\$ 20,880.00
01 - XL200P Portables	XL-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	24	\$ 350.00	\$ 8,400.00	27.50%	\$ 253.75	\$ 6,090.00
01 - XL200P Portables	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	24	\$ 0.01	\$ 0.24	100.00%	\$ -	\$ -
01 - XL200P Portables	XL-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	24	\$ 625.00	\$ 15,000.00	27.50%	\$ 453.13	\$ 10,875.12
01 - XL200P Portables	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	24	\$ 250.00	\$ 6,000.00	27.50%	\$ 181.25	\$ 4,350.00
01 - XL200P Portables	XL-PL8Y	FEATURE, ENCRYPTION LITE	24	\$ 0.01	\$ 0.24	100.00%	\$ -	\$ -
01 - XL200P Portables	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	24	\$ 750.00	\$ 18,000.00	27.50%	\$ 543.75	\$ 13,050.00
01 - XL200P Portables	XL-LLA	FEATURE,LINK LAYER AUTHENTICATION	24	\$ 125.00	\$ 3,000.00	27.50%	\$ 90.63	\$ 2,175.12
01 - XL200P Portables	XL-PKGPD	FEATURE PACKAGE,P25 DATA	24	\$ 350.00	\$ 8,400.00	27.50%	\$ 253.75	\$ 6,090.00
01 - XL200P Portables	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	24	\$ 1,600.00	\$ 38,400.00	27.50%	\$ 1,160.00	\$ 27,840.00
01 - XL200P Portables	XL-PKGF4	FEATURE PACKAGE,DUAL BAND UHF+7/800	24	\$ 1,100.00	\$ 26,400.00	27.50%	\$ 797.50	\$ 19,140.00
01 - XL200P Portables	XL-PL8N	FEATURE, IN-BAND GPS	24	\$ 300.00	\$ 7,200.00	27.50%	\$ 217.50	\$ 5,220.00
01 - XL200P Portables	XL-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	24	\$ 175.00	\$ 4,200.00	27.50%	\$ 126.88	\$ 3,045.12
01 - XL200P Portables	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	24	\$ 110.00	\$ 2,640.00	27.50%	\$ 79.75	\$ 1,914.00
01 - XL200P Portables	XL-AE4B	SPEAKER MICROPHONE,EMER BUTTON	24	\$ 225.00	\$ 5,400.00	27.50%	\$ 163.13	\$ 3,915.12
01 - XL200P Portables	XL-HC6Z	CASE, LEATHER, 3IN BELT LOOP, HCB	24	\$ 55.00	\$ 1,320.00	27.50%	\$ 39.88	\$ 957.12
01 - XL200P Portables	BM-PKGCL-XL	PKG, 1 BEON XL RADIO LICENSE	24	\$ 365.00	\$ 8,760.00	27.50%	\$ 264.63	\$ 6,351.12
01 - XL200P Portables	RE-XL002	DEVICE MGMT ANNUAL SUBSCRIPTION	24	\$ 60.00	\$ 1,440.00	0.00%	\$ 60.00	\$ 1,440.00
01 - XL200P Portables	XL-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	12	\$ 175.00	\$ 2,100.00	27.50%	\$ 126.88	\$ 1,522.56
01 - XL200P Portables	XL-CH6F	CHARGER, SINGLE BAY +	3	\$ 245.00	\$ 735.00	27.50%	\$ 177.63	\$ 532.89
01 - XL200P Portables	XL-CH6G	CHARGER, 6-BAY, PREMIUM, XL-200P	2	\$ 925.00	\$ 1,850.00	27.50%	\$ 670.63	\$ 1,341.26
01 - XL200P Portables	XL-CH5B	WALL MOUNT KIT,CHARGER,6-BAY,XL-200P	2	\$ 215.00	\$ 430.00	27.50%	\$ 155.88	\$ 311.76
01 - XL200P Portables	ECL-RPREP	RADIO PREP, STAGING, AND DELIVERY	24	\$ 40.00	\$ 960.00	0.00%	\$ 40.00	\$ 960.00
01 - XL200P Portables					\$ 264,315.48			\$ 192,025.19
ONE TIME SYSTEM DISCOUNT								\$24,003.15
Project Total								\$168,022.04
Freight								Included

Contract Item	Part Number	Description	Qty	Unit List	Ext List	List -> Sale	Unit Sale	Ext Sale
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Notes:

- 1) Pricing in accordance with New York OGS Contract PT68714
- 2) One-Time MRRS compatability discount applied
- 3) All Initial Radio Programming Performed by MTA PD
- 4) Standard Radio Warranty is 2 years



MASTER SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

between

Catalis Tax and CAMA

("Licensor")

having its principal place of business at:

3025 Windward Plaza, Suite 200
Alpharetta, Georgia 30005

and

Lewisboro, NY

("Customer")

having its principal address at:

PO Box 412
South Salem, NY 10590

THIS MASTER SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (the “**Agreement**”) is dated effective as of the 4th day of April 2024 (“**Effective Date**”) by and between Customer and Licensor. Customer and Licensor may each be referred to individually as a “**Party**” and together as the “**Parties**.” The Schedules to this Agreement are attached or incorporated by reference.

1. DEFINITIONS.

The following definitions shall apply in this Agreement:

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

2. LICENSE.

- 2.1. *License.* Pursuant to the agreement dated [license contract effective date] by and between the Parties, Customer purchased a license to the Software and Licensor Deliverables described in the attached SCHEDULE A. Licensor hereby grants the continuance of said license to Customer in accordance with the terms and conditions of this Agreement. Licensor will perform the services described in this Agreement.
- 2.2. *Scope of License Limited.* The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in the attached SCHEDULE A. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Licensor in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.
- 2.3. *Additional Software.* Customer may license additional Software hereunder by execution of a subsequent Schedule and/or Addendum.
- 2.4. *Restrictions.* Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Licensor Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

3. FEES, INSTALLATION CHARGES, AND TAXES.

- 3.1. *License Fees.* Subsequent orders shall be at the fees in effect at the time of receipt by Licensor of any applicable subsequent Schedule and/or Addendum executed by Customer and Licensor. Fees resulting from the provision by Licensor to Customer of Third-Party Software are passed through by Licensor to Customer, and, in that context, such fees payable by Customer shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Licensor.
- 3.2. *Installation and Services Fees.* Customer shall also pay for installation of Software and any other services required under any subsequent Order Forms or Amendments requested by Customer. Other services will be performed at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.
- 3.3. *Taxes.* Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Licensor) and other fees or assessments incurred as a result of the use of the Software by Customer.
- 3.4. *Currency.* All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. PAYMENT.

- 4.1. *Fees for License of Software.* Payment of Software Maintenance and Support fees will be made as defined in SCHEDULE B.
 - 4.1.1. Fees are payable within thirty (30) days following invoice by Licensor.
 - 4.1.2. Unless Licensor provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of six percent (6%) or the increase in the CPI for the prior calendar year. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982–84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.
- 4.2. *Fees for Subsequent Licenses.* Payment of license fees, installation fees, and other fees to Licensor on any subsequent Schedule and/or Addendum shall be made as specified in such Schedule and/or Addendum.
- 4.3. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Licensor (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Licensor.
- 4.4. *Failure of Payment.* In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

5. FUNCTIONAL SPECIFICATIONS.

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

6. THIRD-PARTY SOFTWARE LICENSES.

- 6.1. *Integration with Third Party Applications.* Customer shall execute all documents reasonably requested by Licensor and will abide by all reasonable requirements with respect to all Third-Party Software licensed or sublicensed by Licensor to Customer under this Agreement, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Customer agrees to maintain in effect all required licenses and approvals of all applicable third parties. Licensor cannot guarantee the continued availability of Software and/or service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of Third-Party Data and/or Third-Party Software ceases to make that data and/or application available for interoperation with the corresponding Software and/or service features in a manner acceptable to Licensor.

7. RESTRICTIONS UPON DISCLOSURE OF CONFIDENTIAL INFORMATION.

- 7.1. *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser’s Confidential Information. Recipient shall provide Discloser’s Confidential Information to its employees and necessary contractors only on a “need to know” basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser’s Confidential Information solely in connection with Recipient’s participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser’s Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 10, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser’s Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser’s Confidential Information or any other breach of these confidentiality requirements (including by any third parties), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.
- 7.2. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser’s request.
- 7.3. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided “AS IS” and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

8. INTELLECTUAL PROPERTY INDEMNITY.

- 8.1. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Licensor Deliverables infringe upon any Intellectual Property of such third party, Licensor will indemnify Customer with respect to such claims. Customer shall immediately notify Licensor of any such claim. For claims related to Third-Party Software, no indemnity is provided by Licensor, but Licensor shall, to the extent legally permitted, pass through to Customer any infringement protections with respect to Third-Party Software. The foregoing indemnity shall be ineffective if any of the Licensor Software has been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any Person other than Licensor). Licensor will have no liability or obligation under this section 11 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any component other than Licensor Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Licensor Intellectual Property created by any person other than Licensor. Licensor shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Licensor with all reasonable assistance in the defense of the same.

- 8.2. *Indemnification by Customer.* Customer will defend Licensor against any claim, demand, suit or proceeding made or brought against Licensor by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Licensor"), and Customer will indemnify Licensor from any damages, attorney fees, and costs finally awarded against Licensor as a result of, or for any amounts paid by Licensor under a settlement approved by Customer in writing of, a Claim Against Licensor, provided Licensor (i) promptly gives Customer written notice of the Claim Against Licensor, (ii) gives Customer sole control of the defense and settlement of the Claim Against Licensor (except that Customer may not settle any Claim Against Licensor unless it unconditionally releases Licensor of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.
- 8.3. *Remedy.* In the event of a third party claim that the Licensor Deliverables infringe the intellectual property rights of a third party, Licensor shall have the right, as Customer's sole and exclusive remedy against Licensor, at Licensor's sole election, to: (i) modify the allegedly infringing Licensor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Licensor.

9. RIGHTS IN SOFTWARE, DATA, AND MATERIALS.

- 9.1. *Licensor Ownership.* As between Licensor and Customer, Licensor shall be the sole owner of all right, title, and interest in and to the Software, all Licensor Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Licensor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Licensor any and all moral rights Customer may have in and to such Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Licensor, execute any and all documentation necessary to formally transfer such rights to Licensor. Customer shall promptly notify Licensor in writing if it becomes aware of any violation, infringement, or unfair competition related to the Licensor Intellectual Property. Customer agrees to allow Licensor full access to all relevant hardware, software, and material to determine compliance.
- 9.2. *Customer Ownership.* As between Licensor and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Licensor hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Licensor may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Licensor further hereby irrevocably transfers and assigns to Customer any and all moral rights Licensor may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Licensor shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

10. SUPPORT AND MAINTENANCE SERVICES

- 10.1. *Maintenance Term.* The Maintenance term will continue for the periods detailed in SCHEDULE A. The term of maintenance services shall be automatically extended for successive periods unless either Party gives the other Party not less than ninety (90) days prior to the conclusion of the then current term of maintenance services. Licensor may terminate the term of these maintenance services in the event Customer fails to make any payment when due to Licensor after ten (10) days' notice of such failure or in the event of the termination of Customer's license of Software. No termination shall relieve Customer of its payment obligations.
- 10.2. *Scope and Definitions.* Licensor shall provide maintenance and support services necessary to ensure that the Software and Licensor Deliverables operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 13 and SCHEDULE C.
- 10.2.1. Critical Defect. An Error in the Software and Licensor Deliverables or documentation which renders the Software and Licensor Deliverables unable to perform a Functional Specification and for which a workaround is not available.
- 10.2.2. Non-Critical Defect. A defect in the Software and Licensor Deliverables or documentation that materially impacts the operation of the Software and for which a workaround is not available.
- 10.2.3. Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Licensor Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Licensor about defects or problems. It is not a substitute for training of personnel by Customer.

10.2.4. Basic Maintenance Period. The Basic Maintenance Period commences on Monday and continues through Friday of each week (8 a.m. to 6 p.m., Eastern Time), except on the following recognized holidays (“Holidays”): New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples’ Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

10.3. *Covered Maintenance.*

10.3.1. General. Maintenance services and telephone support will be performed by Licensor during the Basic Maintenance Period. Maintenance services do not include the costs of accessories and expendable supplies necessary to operate the Software and Licensor Deliverables.

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

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

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

10.3.5. Response Times. Licensor will use its commercially reasonable efforts to respond within four (4) business hours (but only during the Basic Maintenance Period) of notice from Customer of the need for maintenance services or notice of a request for Online Support or Telephone Support. Any such notice from Customer shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any maintenance service, online support, and/or telephone support, Customer shall, at its own expense, provide its full good faith support and cooperation with Licensor’s efforts at resolution. Non-Critical Defects will be corrected as soon as practicable or in a following update or release.

10.3.6. Billable Call Maintenance. Any maintenance service or related service or training other than covered maintenance services, as described in this section 13.3, will be charged at Licensor’s then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer’s site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Licensor.

11. **LICENSE TERMINATION OR EXPIRATION.**

11.1. Licensor may terminate Customer’s license to the Licensor Deliverables if Customer commits any material breach of the terms and conditions of this Agreement, including non-payment of any fees due to Licensor, if Customer does not cure any such default within ten (10) days after notice is given to Customer.

11.2. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other’s failure to cure a material breach within thirty (30) days after receipt of the terminating Party’s written notice of default concerning the same.

11.3. Upon termination, Licensor shall return to Customer, at Customer request, all documents and items of any nature whatever, supplied to Licensor by the Customer or developed by Licensor in accordance with this Agreement, except for any software products developed by Licensor, which remain the property of Licensor.

11.4. No termination shall relieve Customer of its payment obligations.

12. **EXCUSABLE DELAYS.**

Notwithstanding any other term or provision of this Agreement, Licensor shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Licensor, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages,

embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

13. LIMITATION OF LIABILITY.

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

14. LIMITATION ON DAMAGES.

LICENSOR SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

15. ALLOCATION OF RISKS.

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

16. MISCELLANEOUS PROVISIONS.

- 16.1. *ARBITRATION.* UPON THE DEMAND OF EITHER PARTY, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF LICENSOR'S RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.
- 16.2. *Binding upon Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- 16.3. *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.
- 16.4. *Entire Agreement.* This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.
- 16.5. *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.
- 16.6. *Publicity.* Neither Party will issue any press release or public announcement or make any public disclosure regarding the relationship between the Parties without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the prior restriction, Catalis may list Customer as a user of the Services on its website and other promotional materials after the acceptance of the Services.
- 16.7. *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 19.6.

- 16.8. *Choice of Law; Construction of Agreement.* This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.
- 16.9. *Further Assurances; Cooperation.* Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.
- 16.10. *Non-Solicitation.* For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Licensor who has been directly or indirectly involved in the development, licensing, installation, or support of any Licensor software product.
- 16.11. *Independent Contractor Status.* It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Licensor shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Licensor.
- 16.12. *No Third-Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.
- 16.13. *Survival.* The provisions of section 2, sections 7 through 9, and sections 11 through 16 shall survive the expiration or termination of this Agreement.
- 16.14. *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a “Proceeding”), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party’s fees and costs, including, without limitation, attorneys’ fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.
- 16.15. *Cooperative Procurement:* This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Licensor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

[Signatures on Following Page]

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

Catalis Tax and CAMA:

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

Lewisboro, NY:

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

[Signature Page to this Master Software License Agreement]

A. : Term, Software Description and Scope of Services

1. TERM

The Initial Term of this Agreement shall begin as of the Effective Date and shall continue for a period of three (3) years. At the end of the Initial Term, the Agreement shall automatically be renewed for subsequent periods equal to the Initial Term, unless terminated by written notice by either party at least ninety (90) days prior to expiration.

2. SOFTWARE DESCRIPTION AND SCOPE OF SERVICES

2.1. Software Services:

This Description provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

The Utility Billing software collects meter readings and generates utility bills. In doing so, it also has the functionality to collect and track payments.

2.2. One-time Professional Services Scope of Work

Introduction

N/A

Services to be Provided

N/A

Assumptions

N/A

B.**: Pricing and Payment Schedule****RECURRING SOFTWARE FEES**

Description	Recurrence	Fee(s)
Utility Billing- Water The Utility Billing software collects meter readings and generates utility bills. In doing so, it also has the functionality to collect and track payments.		\$2,700

- *Software Fees shall be billed upon the Subscription Start Date.*
- *Future Year Software Subscription Fees shall be billed annually in advance.*

ONE-TIME PROFESSIONAL SERVICES FEES

Description	Fee(s)
[Service/Milestone Title] [Brief Description / itemize included services and dates if applicable]	\$0

- *One-time Professional Services Fees shall be billed upon the Execution of this Agreement.*

ADDITIONAL SERVICES

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.

1. DESCRIPTION OF SUPPORT SERVICES

1.1. Support Services

- 1.1.1. During the term of this Agreement, Licensor will provide the services described herein so as to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in the Schedule.
- 1.1.2. Licensor will make available to Customer documentation for how to contact the Support Help Desk, including a phone number, Support email and access to Customer Support online portal to request service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays.
- 1.1.3. Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software

1.2. Customer First Line Support Responsibilities

Customer is required to establish and maintain an internal help desk. This means that you are responsible for your internal network, local hardware, systems software on your servers, desktop configuration and support and basic user questions or problems regarding the features and functions of the Software Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a. First call response respecting performance, functionality or operation of the system and Software;
- b. Attempt to recreate the reported problem;
- c. Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- d. Document the steps taken by your First Line Support to troubleshoot the problem;
- e. Resolve, when possible, the problems your users have reported.

1.3. Remedial Support

- 1.3.1. Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i>	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i>	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases

5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at Licensors discretion at a future date
6	All Feature Requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks, or third-party software.	4 business days	These requests are outside the scope of our support obligations

1.3.2. Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.

- a. **Critical Defect:** Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.
- b. **Non-Critical Defect:** Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
- c. **Documented Error:** Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.3.3. Feature Request:

Definition: Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. The Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request.

Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com).

1.4. Software Update Services

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

- 1.4.1. Bug fixes;
- 1.4.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;
- 1.4.3. Performance enhancements to Software.
- 1.4.4. Updates do not include:
 - a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.
- 1.4.5. Updates will be provided in machine-readable format and updates to related documentation will be provided in soft copy form. All such deliveries shall be made available to Customer at a specific Licensor FTP location. Duplication, distribution and installation of Updates are the responsibility of Customer. If requested prior to 5:00pm on the current business day, Licensor will provide assistance for the installation of Updates on the next business day.
- 1.4.6. Licensor will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, Licensor shall have no further responsibility for supporting and maintaining the prior releases.

- 1.4.7. Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which affect the performance of the Software and which were made without prior notification and written approval by Licensor. Licensor assumes no responsibility for the operation or performance of any Customer-written or third-party application.

1.5. Services Not Included

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

2. RESPONSIBILITIES

2.1. Customer Responsibilities

- 2.1.1. Properly stage all Equipment in the Production and Testing environments at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.2. Arrange for all labor, tools, and test equipment necessary to completely install and test the Equipment at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.3. Provide Licensor with a Customer contact list including names, cell and office phone numbers and pager numbers if available of key contacts for the routine service and emergency repair of the Equipment at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.4. Make necessary arrangements to work cooperatively with Licensor in the isolation of troubles at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.5. Bear all costs associated with third party vendor efforts in disaster recovery of the Equipment and Covered Software at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.6. Provide Licensor with any necessary agency authorization, such as access badges, as may be required for Licensor to fulfill its obligations under this Service Level Agreement Schedule.
- 2.1.7. Report all troubles with the Software as outlined in section 1.
- 2.1.8. Request assistance from the Licensor with "First Level Services".
- 2.1.9. Assure proper machine configuration, audit controls, and operating methods.
- 2.1.10. Establish adequate backup plans, based on alternate procedures.
- 2.1.11. Implement procedures and checkpoints to satisfy requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.
- 2.1.12. Customer will be responsible for all hardware, including but not limited to, workstations, servers, IVR equipment, printers, and scanners. Customer will run any Licensor supplied installation files to install any necessary files on a workstation or server that are required to use the Software.
- 2.1.13. Customer shall provide notification at least sixty (60) days prior to upgrading or replacing infrastructure that are part of a normal end of life replacement plan that requires the assistance of the Licensor. Upgrades include but are not limited to (i) server upgrade or replacement, (ii) IVR upgrade or replacement, (iii) test environment or production environment changes. Emergency support due to hardware failures do not require advanced notice. However, emergencies created due to hardware and infrastructure failures fall under Billable Call Maintenance.

2.2. Licensor Responsibilities

- 2.2.1. Licensor will provide a central telephone number and email address to be used by Customer to report all troubles, schedule visits, request service, and to request Licensor Technical Support as outlined in sections 1 and 2 of this Schedule.
- 2.2.2. Licensor will provide Customer with installation files when necessary that will allow Customer the ability to install any necessary files on a workstation that are required to use the Software.
- 2.2.3. Licensor will provide Customer with updates and patches for any defect or enhancement made to the Covered Software even if the defect or enhancement was not reported by Customer.



nicole@helpsy.co

www.helpsy.co

HI, WE'RE HELPSY.

Helpsy's mission is to **keep clothes out of the trash, provide honorable work**, and earn growing profits.

We are a **Certified B Corp** and **Public Benefit Corporation**.

We are proud to meet high standards of verified social and environmental performance.



Helpsy Operates 3 Lines of Business



Collect

30 MM lbs/yr
1,200 locations
10 states



Source

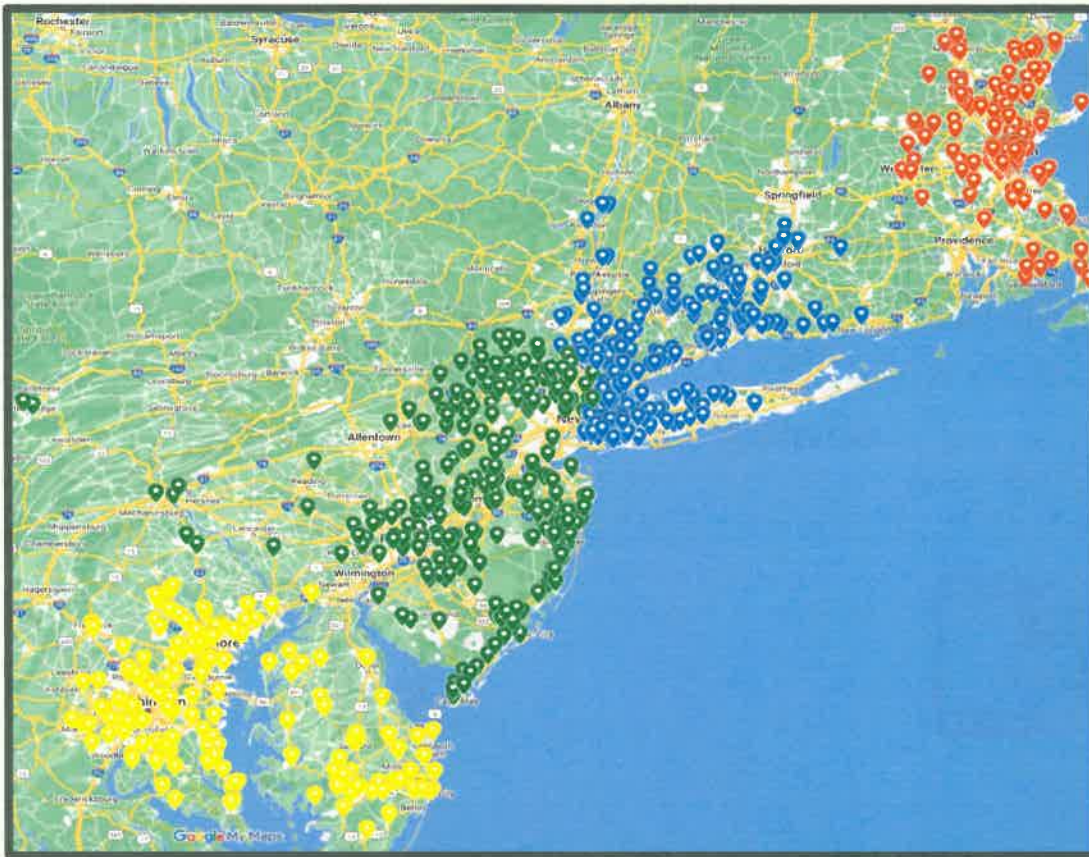
Proprietary sorting tech
Supply 6,000 thrift stores
and resellers



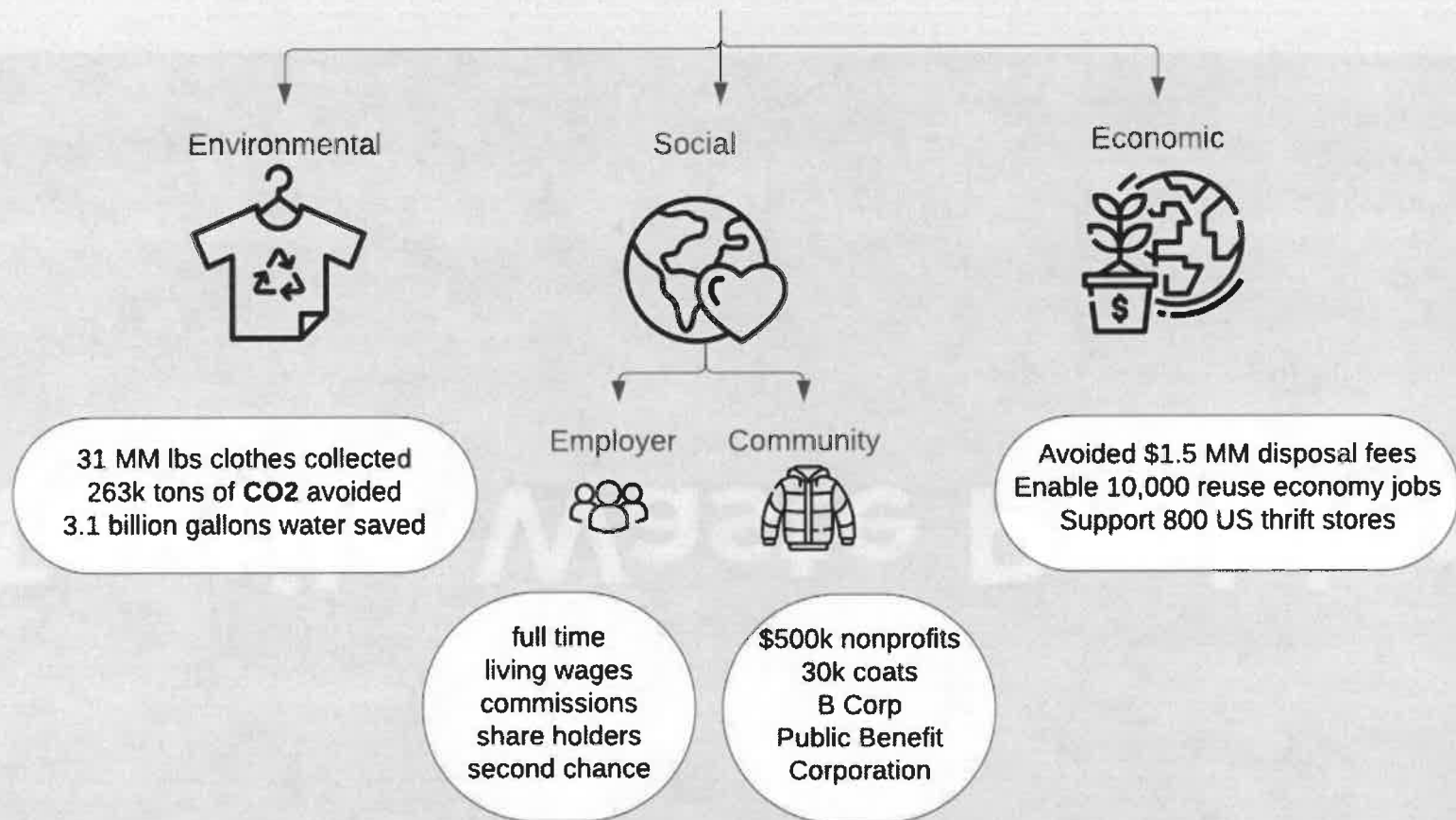
Trading

12 MM lbs/yr brokered
Used clothes, shoes,
toys, household items

Helpsy Collects from 1,200+ Locations in 10 States



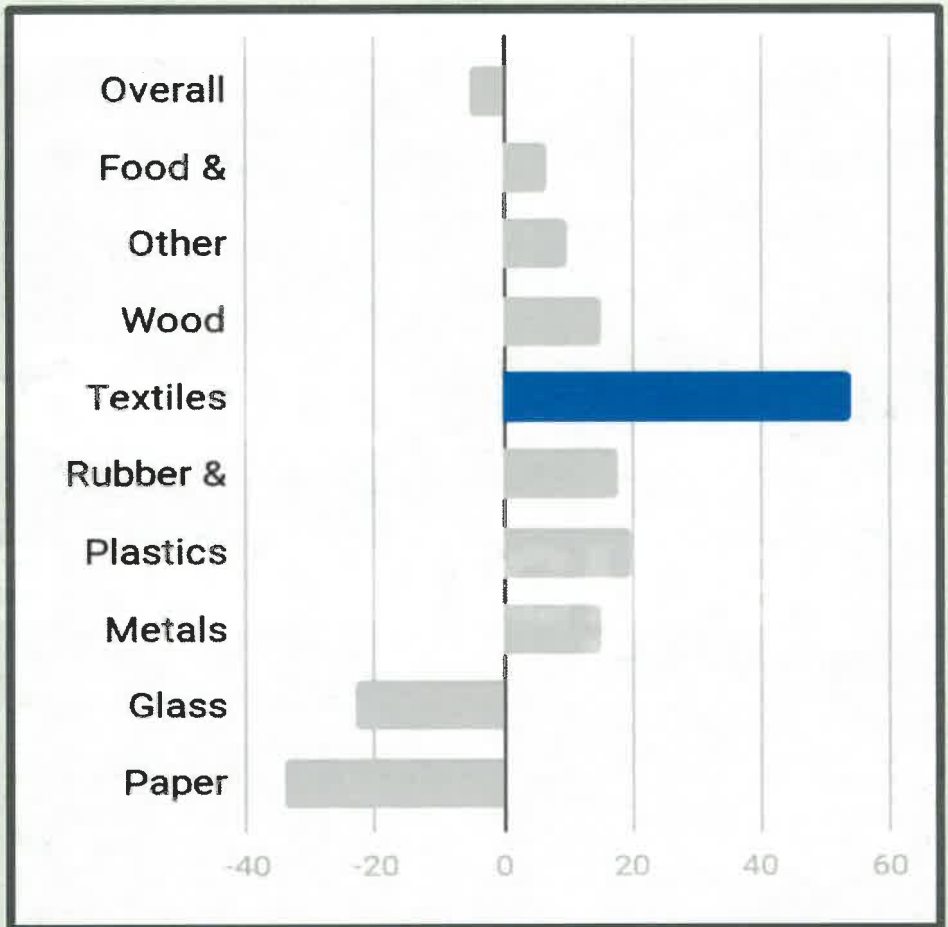
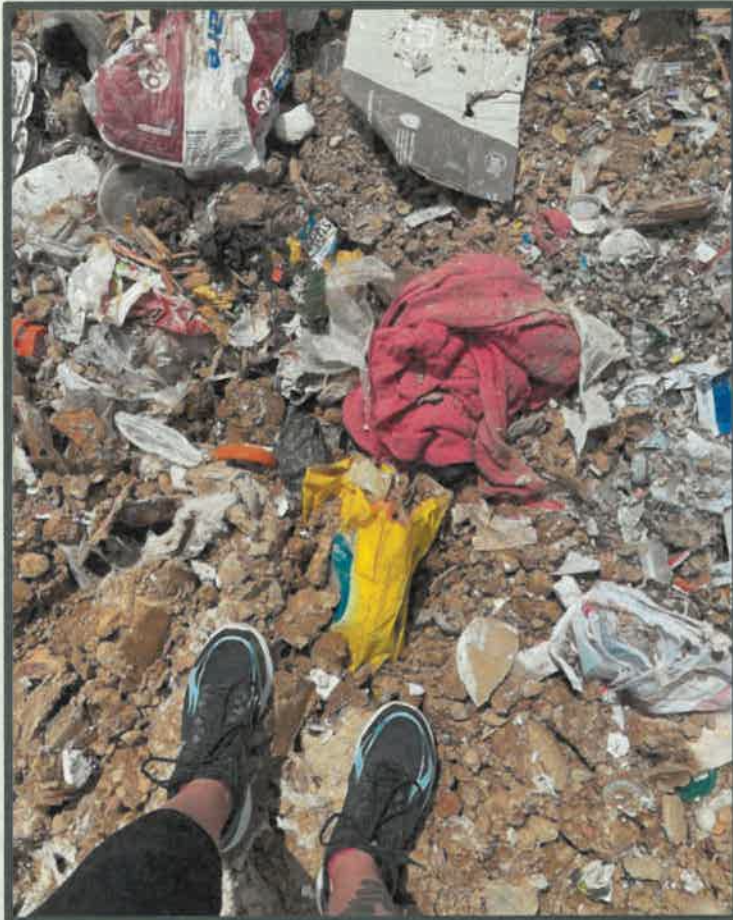
Why We Do What We Do



Textile Waste Problem

Textiles are the Fastest Growing Waste Stream

85% of clothes end up in the trash



Starting a Municipal Program

Clothing Collection Methods for Municipalities

free & revenue generating



Bins

DPWs, Municipal
Sites, Parks, parking
lots, Schools, etc



Clothing Drives

Can be stand alone or in
conjunction with existing
events such as HHW, Paper
Shredding, etc



Home Pickups

convenient service offered to
residents

Starting a Municipal Program

- Sign Municipal Agreement
- Pick collection services a la carte
- We provide digital marketing materials



What We Accept

Textiles in any condition (torn, worn, stained, missing buttons, broken zippers, etc) as long as they are **dry & odorless**.

Clothing

- Tops (t-shirt, blouses, shirts, tank tops)
- Sweaters
- Sweatshirts
- Dresses
- Outerwear (coats, jackets, blazers)
- Bottoms (pants, slacks, jeans, sweatpants, skirts, shorts)
- Suits
- Pajamas
- Intimates (slips, bras, underwear, socks)
- Baby clothing

Footwear (in pairs)

- Shoes
- Heels
- Flats
- Sandals
- Flip Flops
- Boots (all varieties)
- Sneakers
- Cleats
- Slippers

Accessories

- Hats
- Bags (pocketbooks, backpacks, duffle bags, totes)
- Belts
- Gloves
- Ties
- Scarves
- Bathrobes
- Jewelry

Linens

- Sheets/pillowcases
- Blankets
- Comforters
- Curtains/Drapes
- Aprons
- Dish cloths
- Cloth napkins
- Table linens
- Quilts

Other

- Luggage
- Sports jerseys
- Stuffed animals

What Happens to the Clothes

Helpsy Focuses on Finding Best Next Use

The most sustainable clothes are clothes that already exist

- 95% of the clothes we collect are sold for reuse or recycling.
- 5% unusable, contaminated
- A growing % is being sorted at our HQ in New Jersey and sold domestically to thrift stores and resellers
- The majority are sold to bulk customers and graders. It is a global market and we have many domestic partners.
- We even buy back plus size, coats



Source: [SMART: Secondary Materials and Recycled Textiles](#)

Thank you!

Any questions?
Please reach out to:

nicole@helpsy.co

Bonus Slides

Community Outreach

We work with you to spread the word about textile recycling to your community.

Some of these materials include:

- A press release
- Social media posts to announce the launch of home pickups
- Home Pickup FAQ Sheet
- Acceptable items sheet
- Black and White flyer suitable for printing



COLLECT
Helpsy

+



**Recycle Your Clothes For FREE
with Helpsy Home Pickup Service**

Schedule your home pickup today at helpsy.co/bricknj

Current Municipal Partnerships

Massachusetts:

- Arlington
- Attleboro
- Billerica
- Boston
- Brookline
- Cambridge
- Chelsea
- Easton
- Georgetown
- Hopkinton
- Ipswich
- Lynn
- Malden
- Medford
- Newton
- Salem
- Tyngsborough
- Watertown
- Westborough
- Worcester

New Hampshire:

- Bow
- Exeter
- Hampton
- Hooksett
- Manchester
- Pembroke

New York:

- Putnam County
- Westchester County

New Jersey:

- Brick
- Island Heights
- Palisades Park
- Toms River

Connecticut:

- Norwalk
- Stamford
- Trumbull

Examples of Municipal Programs

Massachusetts Programs:

Boston: Started 2021

- **477k lbs**
- HPUs, 56 bins, drives

Cambridge: Started 2021

- **496k lbs**
- HPUs, 25 bins, drives

Watertown: Started 11/2021

- **102k lbs**
- HPUs, 2 bins, drives

New Jersey Programs:

Brick:

- **21k** in ~10 months
- HPUs, 2 bins, drives

Toms River:

- **120k** in ~12 mo
- HPUS, 20 bins

New York Programs:

Westchester County: Started 12/2021

- **67k lbs**
- 2 bins, drives



COLLECT Helpsy

WHAT WE ACCEPT

For re-wear, reuse, and recycling, we accept the following items in any condition for all ages and genders so long as they are clean, dry, and odorless. Everything should be kept dry in a closed, plastic bag. Recycling your clothes shouldn't be hard, we're here to help!

FOOTWEAR

- Shoes
- Heels
- Flats
- Sandals
- Flip Flops
- Boots(all varieties)
- Sneakers
- Cleats
- Slippers

ACCESSORIES

- Hats
- Bags (pocketbooks, backpacks, duffle bags, totes)
- Belts
- Gloves
- Ties
- Scarves
- Bathrobes
- Jewelry

OTHER

- Luggage
- Sports jerseys
- Stuffed animals

CLOTHING

- Tops (t-shirt, blouses, shirts, tank tops)
- Sweaters
- Sweatshirts
- Dresses
- Outerwear (coats, jackets, blazers)
- Bottoms (pants, slacks, jeans, sweatpants, skirts, shorts)
- Suits
- Pajamas
- Intimates (slips, bras, underwear, socks)
- Baby clothing

LINENS

- Sheets/pillowcases
- Blankets
- Comforters
- Curtains/Drapes
- Aprons
- Dish cloths
- Cloth napkins
- Table linens
- Quilts

AGREEMENT BY AND BETWEEN "MUNICIPALITY" AND Helpsy

This Agreement sets the terms under which Helpsy will collect clothes, footwear, and related goods as the official textile recycling partner for "MUNICIPALITY", hereinafter referred to as "the municipality."

The intent of this agreement is to efficiently divert the municipality's textile waste, to give residents, businesses, and visitors convenient textile recycling options, to support the community, to generate data to further improve the municipality's waste diversion, and to provide funds for the municipality's budget. Helpsy will provide the logistics, equipment, data reporting, royalties, and will responsibly reuse or resell the material collected from the municipality.

1. Effective Dates; Term

The Agreement will be effective on the date of the signatures below (the "Effective Date") and will continue for a term (the "Term") of one year and, unless any party delivers written notice to the other parties 60 days' prior to the end of the Term to terminate the Agreement, the Agreement shall renew for another year and similarly from year to year thereafter.

2. Salable Material and Royalties

All salable clothing, footwear, and accessories Helpsy collects or receives from new locations (except thrift stores) within the municipality, shall be Salable Material. Helpsy will report the total weight of Salable Material and will pay the municipality or its designee(s) the Royalty.

Helpsy may, in the course of collecting Salable Material, also collect other material, including books, toys, other household items, wet clothes, trash, and other non textile items. Helpsy will not pay the Royalty on this material.

Helpsy weighs all collections at Helpsy's warehouses. Collections from individual locations are measured in terms of bag counts. Each quarter Helpsy compares total weight collected and reported bag counts to recalculate average weight per bag by region. The weight per bag is then multiplied by the number of bags for each location to determine that location's per-pound payments.

3. Payments

Helpsy will pay the municipality for Salable Material collected at a rate of **\$ 40 /ton** collected. Helpsy will make quarterly payments by the 25th day of the month following the end of the quarter. January through March collections will be paid in April. April through June collections will be paid in July. July through September collections will be paid in October. October through December collections will be paid in January.

Payments will be made to

_____ (pay to name)
_____ (attention)

and can be mailed to the attention of

_____ (name or department)
_____ (street)
_____ (city, state, zip)

4. Collections

Helpsy offers the municipality the choice of any or all of these clothing collection modes:

Curbside: Helpsy will provide curbside pickups anywhere in the municipality upon request. Requests can be made by a custom implementation of <https://www.helpsy.co/pickup> or by phone to Helpsy. Helpsy and the municipality will designate appropriate curbside collection days and frequency.

Containers: With the municipality's and landlord permission, Helpsy will place clothing collection containers at outdoor locations within. At the municipality's option, some or all of these containers may be owned by the municipality for the duration of the agreement. Helpsy will retain the obligation to provide, service, maintain, insure, and remove the containers regardless of ownership. Helpsy will, where required, pay rent, in addition to the Royalty, for container placements as agreed between private landlords and Helpsy. Helpsy may ask the municipality for assistance in identifying and evaluating potential container locations.

Events: Helpsy will collect Salable Materials at new and existing municipal events. These include clothing drives, waste-management events such as paper shredding days, community celebrations, and any municipal fundraising drive. Helpsy will provide vehicles and staff for these events and will use them to promote the partnership.

5. Publicity

The municipality and Helpsy will collaborate on ways to drive awareness of the program and of keeping clothes out of the trash. The municipality will permit Helpsy to identify itself as your clothing collection or textile recycling partner. The municipality and Helpsy will work together to communicate about the program in a cost-effective manner, but Helpsy will be responsible for costs of advertising, signage, mailing, etc.

6. Exclusivity and Confidentiality

Helpsy will be the municipality's sole official clothing collection partner during the term of this Agreement. This Agreement does not prohibit non-Helsy modes of clothing diversion. Helpsy will support the municipality making any factually correct disclosures about the program, collected weight, or about this Agreement.

7. Compliance with Law

This Agreement will be implemented in accordance with Commonwealth and local law or ordinance. In the event the Royalty is determined to be in violation of any current or future law or regulation, the parties agree to revise the compensation to provide the municipality or the municipality's designee(s) with compensation equivalent to that contemplated by this Agreement.

8. Notices

All communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when sent by email or (b) three days following mailing by certified or mail to the address below each party's signature.

9. Entire Agreement

This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations among the parties, written or oral, that may have related in any way to the subject matter hereof.

10. Governing Law; Forum.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of New York without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this Agreement shall be brought in the appropriate court of jurisdiction for the Commonwealth of New York.

11. Counterparts

This Agreement may be executed in separate counterparts, and when executed, separately or together, all of such counterparts will constitute a single original instrument, effective in the same manner as if all parties hereto had executed one and the same instrument.

Signed and Dated:

_____ Date: _____

Helpsy: Terra Hix, Director of Municipal Relations, 732 889 9761
Address: 100 Springdale Road, Ste A3 PMB 293, Cherry Hill, NJ 08003
Email: terra@helpsy.co

_____ Date _____

Address:

Email:



148 MARTINE AVENUE, WHITE PLAINS, NY 10601

May 1, 2024

By Email and First Class Mail

Honorable Tony Goncalves, Supervisor
Town of Lewisboro
11 Main Street, P.O. Box 500
South Salem, New York 10590

Dear Supervisor Goncalves:

On behalf of the Westchester Municipal Planning Federation, I am pleased to inform you that the “*Lewisboro Commons*” project has been chosen to receive a Planning Achievement Award by the Federation in its 50th Annual Planning Awards program. The Award will be presented to the Town at the Federation’s annual awards dinner scheduled to be held on **Thursday, May 30th, 2024**, at Harrison Meadows Country Club in Harrison, New York.

We are excited to be celebrating our 50th annual awards dinner this year, and we hope you and any others involved with the project who may wish to join in this festive event will be present on May 30th to receive the Award. We ask that you provide us with as many digital photos of the project as possible, in .jpeg format, so that we can prepare a slide show of this year’s winners. Please email all photos to Robyn Steinberg at rsteinberg@yorktownny.org.

The invitation for the annual dinner will be emailed shortly, and we will be happy to send one to anyone whose name and email address you provide so that they may be included on the invitation list.

On behalf of the Federation’s Board of Directors, I extend our congratulations to you and the Town for this outstanding achievement. We look forward to seeing you on May 30.

Sincerely,

Janet Gris, First Vice President and
WMPF Awards Committee Chair

cc: Blanca Lopez, Westchester County Commissioner of Planning
Leonard Gruenfeld, Westchester County Planning

Board of Directors

Linda Whitehead, President
Janet Gris, First Vice President
Robyn Steinberg, Second Vice President
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John Fry, Director-at-Large
Robert Galvin, Director-at-Large
Sabrina Charney Hull, Director-at-Large

Valerie Monastra, Director-at-Large
Jennie Nolon, Director-at-Large
Joan Raiselis, Director-at-Large
Jared Rodriguez, Director-at-Large
Leslie Snyder, Director-at-Large
Bonnie Von Ohlsen, Director-at-Large
Jesica Youngblood, Director-at-Large

[View this email in your browser](#)



50th Annual Awards Program & Dinner

Celebrating Outstanding Contributions to Planning in Westchester County

Thursday, May 30, 2024

6:00 pm – 7:00 pm

Hors d'oeuvres & Cocktail Hour

7:00 pm – 10:00 pm

Brief Annual Meeting, Dinner, Dessert and Awards

Harrison Meadows Country Club
123 North Street, Harrison, NY 10528



PLANNING ACHIEVEMENT AWARD WINNERS

Maple Commons

Village of Croton-on-Hudson

Lewisboro Commons

Town of Lewisboro

Cottage Place Gardens Redevelopment

City of Yonkers

Transforming a Downtown

Town/Village of Harrison

Lionsgate Studios

City of Yonkers



SPECIAL 50TH ANNIVERSARY AWARD RECOGNIZING CITIES OF EXCELLENCE

City of New Rochelle

City of White Plains

City of Yonkers



DISTINGUISHED CITIZEN PLANNER AWARDS

John Parkinson, Village of Larchmont

Marlene Cheatham, Village of Ossining



LEGACY AWARDS

Posthumously awarded to:

Ann Gallelli

RESERVE YOUR SEATS NOW!

Dinner is \$125 per person if checks or vouchers are received by May 20, 2024 or \$135 per person if received after May 20th. Please register early!

Complete the online R.S.V.P. form and print a copy of your confirmation email to enclose along with a check or voucher made payable to “WMPF” and sent to:

Westchester Municipal Planning Federation
c/o Westchester County Planning Department
Michaelian Office Building, Room 432
148 Martine Avenue, White Plains, NY 10601

R. S. V. P.



The Westchester Municipal Planning Federation will hold the 50th Annual Planning Awards Program & Dinner at the Harrison Meadows Country Club on May 30, 2024.





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