



VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

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KATHLEEN E. FOLEY, *MAYOR*
TWEETS PHILLIPS WOODS, *DEPUTY MAYOR*
LAURA BOZZI, *TRUSTEE*
CATHRYN FADDE, *TRUSTEE*
ELIZA STARBUCK, *TRUSTEE*

JEFF VIDAKOVICH, *CLERK/TREASURER*
MICHELLE ASCOLILLO, *ACCOUNTANT*
LARRY BURKE, *OFFICER-IN-CHARGE*
MATTHEW KROOG, *WATER SUPERINTENDENT*
ROBERT DOWNEY, *HIGHWAY DEPT CREW CHIEF*

Board of Trustees
Village Hall, 85 Main Street
Wednesday, November 29, 2023 @ 7:00 p.m.

1. Opportunity to Request Vote to Add/Modify Agenda Items
2. Announcements
3. Board Business
 - a. Discussion of Policy Amendments
 - i. Access and Recording
 - ii. Public Comment
 - b. Authorization for Mayor to enter into service agreement with T2/Iris software system
 - c. Report on Progress Toward Residential Parking Permits & Metered Parking
 - d. Report on Cold Spring Aglow Friday December 8, 2023
 - e. Approval of Bills - Batch #: 7147 Amount: \$37,426.03
4. Correspondence – Catherine M. Stanke
5. Executive Session – Discussion of Potential Appointments of Individuals to Standing Boards
6. Adjournment

Members of the public are invited to attend the meeting in-person at Village Hall (85 Main Street) or via Videoconference pursuant to Chapter 56 of the Laws of 2022. To join the Zoom Meeting:

<https://us06web.zoom.us/j/88983853791?pwd=NG1RWU5VVG9RVTRZaStQaW9kMXBMZz09>

Or by phone: 646-558-8656

Meeting ID: 889 8385 3791

Passcode: 365616

**VILLAGE OF COLD SPRING
ACCESS & RECORDING POLICY
NOVEMBER 2023**

VILLAGE HALL

The primary purposes of operations within Village Hall are: (1) to provide services and operations to Village residents; (2) to act as the repository of vital records and other government records (3) to house the operations and records of the Village of Cold Spring Justice Court; (4) to provide a safe workplace environment for Village employees and volunteers. Areas within Village Hall may be restricted depending on the intended use of the area.

The Village Hall's two conference/meeting rooms are declared to be non-public forums unless or until a public meeting is convened in such areas pursuant to public notice. If an executive session or closed attorney client privileged meeting is necessary before, during or after a noticed public meeting, the public must leave the conference/meeting room during the executive session or closed meeting. All Village employee offices and work areas shall also be considered non-public forums. Members of the public are prohibited from entering these non-public forums, unless invited and escorted by a Village employee/official. All other areas within Village Hall (the entryway, hallway and restrooms) are hereby designated as limited public forums and only persons who are present to engage in legitimate public business, during business hours, with Village employees/officials are authorized. The Village Board is hereby authorized to manage public access to areas within Village Hall, even limited public forums like the hallway. It shall be a violation of this policy to be within a non-public forum or limited public forum without authorization. Unauthorized persons who refuse to leave Village Hall upon request shall be considered be trespassing.

Except within the two Village conference/meeting rooms in which a public meeting is being conducted pursuant to a public notice, it shall be unlawful and a violation of this policy to record video and/or sound within Village Hall, without the consent of all persons whose voice or image is being recorded. This prohibition shall not apply to any law enforcement activities. If a person refuses to cease recording, after being advised it is a violation of this policy, such refusal shall be considered a disruption to the work of Village government and the persons must immediately leave as they will be considered a trespasser. To prevent obstruction of government administration, and ensure protection of government records, recording and photography from the entryway or hallways into staff offices is also prohibited at all times.

During the proceeding hours of the Village Court, no recording or photography is permitted in any room, hallway or area of Village Hall.

OTHER VILLAGE FACILITIES

The purpose of Village Facilities is to provide services and operations on behalf of Village of Cold Spring residents. In order to protect public and employee safety, these areas are designated non-public forum areas and access to the following Village Facilities is by authorized personnel only:

- The Roadways & Facilities Garage
- The Water Treatment Plant
- The Wastewater Treatment Plant
- The Cold Spring Police Department Station
- The Cold Spring Fire Company House
- Storage and Supply Areas at Mayor's Park

For security and safety purposes, members of the general public are not only prohibited from entering the above Village Facilities; but if they have entered without authorization, they must leave immediately, and they are not permitted to record during their unauthorized time on the properties with Village Facilities.

PROPOSED POLICY MODIFICATIONS – PUBLIC COMMENT, SECTION O
TRUSTEE HANDBOOK, 11.29.2023

DOS Guidance “Conducting Public Meetings and Public Hearings.” Of note, the Village Board is only required to allow public comment in public hearings, and

“The right to participate (that is, to speak) at a meeting may be limited to the members of the public body itself. A public body may, however, permit public participation and may provide rules for speakers to follow at meetings.” Pub. Off. L. §103(b)

https://dos.ny.gov/system/files/documents/2023/01/conducting-public-meetings-and-hearings_1.pdf

O. GUIDELINES FOR PUBLIC COMMENT*

- Public comment is required under New York State Open Meetings Law only for public hearings. Public comment at the Village Board’s Monthly Meeting, workshops and other meetings is at the Village Board’s discretion, by majority determination.
- During the Monthly Meeting, the public may speak on topics included on the agenda, and when a majority of the Village Board allows.
- In workshops and other meetings that are not the Monthly Meeting, the public may speak on topics included on the agenda, and when a majority of the Village Board allows.
- Public comment on topics that are not included on a meeting’s agenda may be taken when a majority of the Village Board allows.
- Speakers must be recognized by the presiding officer, and are asked to give their name, address and organization, if any. The speaker may decline by stating “I decline” for the public record.
- Speakers must limit their remarks to three minutes, unless a majority of the Board agrees to allow a longer public discussion comment period; speakers may not yield any remaining time they may have to another speaker.
- Board Members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks must be addressed to the Village Board as a body and not to individual Board Members, or to the public audience.
- The Village Board is not required to respond to questions or comments from the public, but may do so at its discretion.
- Interested parties or their representatives may address the Village Board by written communications.
- Members of the Village Board, speakers and audience members must should please observe the

commonly accepted rules of courtesy, decorum, dignity and good taste. Any statements made during a **public** meeting or during a public hearing **made** by Members of the Board, other Village officials or employees, or members of the general public shall not involve ~~personal, impertinent, or defamatory attacks on individuals, regardless of whether the individual so attacked is an elected official, other Village official or employee, or a member of the general public~~ **hate speech, obscenity, or any threatening speech (directly or indirectly) . Disruptive behavior will not be permitted. Members of the public should be reminded that each meeting is recorded so there will be a full record of any statements made. Please conduct yourselves accordingly.**

DRAFT

SERVICE AGREEMENT

T2 Master Customer Agreement

This Master Customer Agreement (the "Agreement") is made by and between T2 Systems, Inc. ("T2 or T2 Systems") and _____ ("Customer") as of the Effective Date set forth below.

BY CLICKING THE BOX ON THIS WEBSITE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATE OR OTHER LEGAL ENTITY YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND "CUSTOMER" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND NEITHER YOU NOR SUCH ENTITY MAY USE THE SERVICES.

1. **BACKGROUND.** The Agreement establishes the Customer's overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into an Addenda. Each Addendum may be entered into and will be executed by Customer and T2 Systems or one of its Affiliates (T2 Systems and its Affiliates collectively "T2") and each will be incorporated herein. In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. DEFINITIONS. In this Agreement:

- Name a. "Addenda" or "Addendum" means each document referencing this Agreement which may include a Quote or Order Form, executed by Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and/or Services.
- b. "Affiliate" means, in respect of an entity, any entity which directly or indirectly controls, is controlled by **DECLINE** or **ACCEPT** control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- c. "Confidential Information" means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
- all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;
 - all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- d. "Customer Data" means the data provided to T2 by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.
- e. "Documentation" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 to its customers from time to time.
- f. "Effective Date" means the latest of the dates on which this Agreement is executed by Customer and T2 as indicated in the signature block at the end of these terms and conditions.
- g. "Hardware" means the T2 hardware sold and provided by T2 to Customer under an Addendum.
- h. "Products" means the T2 products licensed or sold by T2 to Customer under an Addendum including Software and Hardware.
- i. "Quote" or "Order Form" means the quote provided by T2 to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.
- j. "Representatives" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- k. "Services" means the T2 services provided by T2 to Customer under an Addendum.
- l. "Software" means the T2 Software access to which is licensed by T2 to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

3. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. FEES AND PAYMENT.

- Customer agrees to pay to T2 the fees plus all applicable taxes as set forth in the applicable Addendum.
- All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "Taxes"). Customer shall pay all applicable Taxes, other than taxes on T2's income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment. If Customer claims an exemption from any such taxes, Customer shall provide to T2 an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 with respect to any amount paid by Customer to T2 and not remitted to the relevant taxing authority.

5. OWNERSHIP.

- Customer acknowledges that T2 has developed and uses valuable technical and non-technical information, trade secrets, know-how and the like in the supply of the Products and Services. Customer agrees that, except for the limited right to use the Products or Services as set out in this Agreement, all rights, title and interest in and to the Products and Services,

Documentation, and any other hardware, software, equipment and materials used by T2 in conjunction with the delivery of the Products and Services, shall remain vested in T2 or its third party suppliers. Any Software provided under an Addendum will be licensed not sold to Customer.

- b. Customer agrees that any copies made of the Software, Documentation, any other T2 Confidential Information and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.
- c. Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. CONFIDENTIALITY.

- a. Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
 - i. that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
 - ii. that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
 - iii. that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party, or
 - iv. that is disclosed with the written consent of the disclosing party.
- b. Each party may disclose the other party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- c. Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.
- d. Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- e. Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.

7. CUSTOMER DATA

- a. Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.
- b. The Software may create and store databases of personal information of end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- c. The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 shall not at any time use Customer Data or disclose Customer's Data to any third parties, except that T2 may use Customer Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data.
- d. T2 will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 pursuant to this Agreement will be safeguarded by T2 to the same extent that T2 safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2, T2 shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 took or is taking to stop the unauthorized access. T2 maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once annually), T2 will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

8. INDEMNITY.

- a. T2 Indemnification. Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend and hold harmless Customer, its officers, directors or employees ("Indemnitees") from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), (collectively "Losses"), to the extent that such Losses arise directly from any act(s) of gross negligence or willful misconduct by T2 or any of its officers, directors, employees, contractors, agents or other representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s) arising out of or related to: (i) claims for loss or damage to tangible property, and (ii) claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2.
- b. Intellectual Property Indemnification. Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third

party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 shall, at its expense:

- i. procure for the Customer the right to continue using the affected Product or Software;
- or

- ii. modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

- c. Customer Indemnification. Customer agrees to indemnify, defend and hold T2 and its respective directors, managers, members, officers, employees, owners and agents harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer end user related to use of end user personally identifiable information.
- d. Defense. If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel of its own choice and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnified party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

9. INSURANCE.

- a. During the Term of this Agreement, T2 shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 will, upon reasonable advanced notice, provide Customer with a copy of its certificate(s) of insurance.
- b. If Customer enters into a T2 PARCS Addendum during the term of this Agreement, T2 will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A:VII or better, and in amounts not less than the following limits of coverage:
 - i. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

A. Employers Liability - Each Accident	\$1,000,000
B. Employers Liability - Each Employee	\$1,000,000
C. Employers Liability - Policy Limit	\$1,000,000

T2 Workers' Compensation policy will include states appropriate for T2 employees and operations.
 - ii. Commercial General Liability Insurance with limits of not less than:

A. Each Occurrence Limit	\$1,000,000
B. Personal & Advertising Injury	\$1,000,000
C. General Aggregate	\$2,000,000
D. Products - Completed Operations Aggregate	\$2,000,000

T2's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.
 - iii. Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;
 - iv. Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.
- c. The insurance coverage carried by T2 as set forth herein shall not in any way expand T2's liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

10. EXCLUSION OF WARRANTIES.

- a. EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES OR AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- b. T2 DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR

T2 Iris - Service Agreement

THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

- c. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- b. IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- c. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- d. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.
- e. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- f. CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- g. THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

12. TERMINATION.

- a. Each Addendum may be terminated according to its terms and the terms of this Agreement.
- b. In the event that there are no Addenda in effect, either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.
- c. Either party may terminate this Agreement or any Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement or the applicable Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.
- d. Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- e. Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:
- i. T2's obligation to provide the affected Products and Services will terminate;
 - ii. All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2's option, become immediately due and payable;
 - iii. Customer is not entitled to a full refund for any affected Products and Services that are in process or not completed, including labor and any expenses T2 may have incurred up to the effective date of termination;
 - iv. Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;
 - v. Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), and 13 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.
- f. No Limitation of Remedies. Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

13. DISPUTE RESOLUTION.

- a. **Dispute Resolution.** In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.
- b. **Injunctive Relief.** Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.
- c. **Choice of Law.** This Agreement and all Addenda are governed by the laws of the State of Indiana.

14. GENERAL PROVISIONS.

- a. **Assignment.** T2 may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2.
- b. **Entire Agreement.** Customer acknowledges that this Agreement including all Addenda, SOW's, Quotes and other attachments referencing this Agreement, comprise the entire understanding and agreement between parties regarding the Products and Services to be provided hereunder and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the parties regarding the same. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.
- c. **Enurement.** This Agreement shall be binding upon and enure to the benefit of T2, Customer and their respective successors and permitted assigns.
- d. **Force Majeure.** Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind. Force Majeure events do not include any failure as a result of political or social pressure, general economic or market factors, and/or fear of or threat of a Force Majeure Event or other circumstance.
- e. **Independent Contractors.** The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- f. **Notices.** All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the Customer at the address appearing on the Addenda or Quote(s), as applicable, or at such other address as either party may designate by notice to the other. T2, from time to time may send general communications and/or notices to all its customers and such notices shall be deemed to have been given when delivered by email.
- g. **No Waiver.** No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- h. **Publicity.** Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- i. **Severability.** If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.
- j. **Amendment.** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- k. **Counterparts.** This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.
- l. **International.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- m. **Compliance with Laws.** Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and anti-bribery laws and regulations and the Federal Fair Debt Collection Practices Act.
- n. **Authorization.** Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.

- o. **Captions.** The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

DIGITAL IRIS Addendum

THIS DIGITAL IRIS ADDENDUM GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES, SOFTWARE MAINTENANCE SERVICES AND DIGITAL IRIS RELATED SUPPORT SERVICES PURCHASED BY _____ ("CUSTOMER") FROM T2 SYSTEMS CANADA INC. ("T2C").

1. **BACKGROUND.** Customer and T2 Systems, Inc. have entered into a Master Customer Agreement. T2C is an affiliate of T2 Systems, Inc. and is entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.

2. **DEFINITIONS.** In this Addendum:

- a. "Activation Date" means the first date that each pay station unit is enabled by T2C to connect to the Addendum Services.
- b. "Addendum" means this Digital Iris Addendum, including all Quotes.
- c. "Addendum Services" means the Digital Iris Services, Wireless Data Services, Support Services, Software Maintenance Services and/or any additional services provided under this Addendum.
- d. "Agreement" means the Master Customer Agreement.
- e. "Effective Date" means the date on which Customer first accepts this Addendum.
- f. "Digital Iris Services" means the hosted software including Software Maintenance Services subscribed to by Customer, to operate the T2C pay station(s) and any optional services as set out in the Quote(s).
- g. "Fees" means the fees for the Addendum Services as set out in the Quote(s), and any other amounts payable under this Addendum, as calculated from the Activation Date.
- h. "Non-Conformity" means the failure of the Digital Iris Services software to perform according to the Documentation.
- i. "Point of Access" means T2C's border router(s) which is (are) used to establish connectivity from the T2C Hosting System to T2C's Internet service provider and the public Internet.
- j. "Quote(s)" means the quote forms executed by Customer from time to time setting out the details of the Addendum Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.
- k. "Software Maintenance Services" means access to software updates for Digital Iris Services and T2C pay station software.
- l. "Support Services" means services included with the initial warranty period for T2C pay stations, or services added on after the initial warranty period expires. Services are detailed in the Pay Station – Software and Hardware – Warranty and Support document.
- m. "System Availability Period" means in respect to the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding any System Maintenance Window.
- n. "System Maintenance Window" means in respect to the Digital Iris Services, scheduled maintenance windows during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements.
- o. "T2C Hosting System" means, in respect to the Digital Iris Services, the entire physical operation(s), located at the T2C facilities designated by T2C from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.
- p. "Wireless Data Services" means the third party wireless data services, if any, purchased by Customer from T2C for the purpose of enabling communications between the T2C Hosting System and Customer's parking pay stations.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **TERM.** This Addendum shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms. This Agreement will be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then current term, unless T2C or Customer gives written notice of non-renewal to the other party at least sixty (60) days in advance of the expiration of the then-current term.

4. **DIGITAL IRIS SERVICES.**

- a. Subject to the terms of this Addendum, T2C will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.
- b. T2C will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2C Hosting System.
- c. T2C will provide the Digital Iris Services in accordance with the following standards:
 - i. T2C is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;
 - ii. T2C will be responsible for delivery of access to the Digital Iris Services on the T2C Hosting System only up to and including the Point of Access, and is not responsible for any failure due to Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;
 - iii. T2C will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
 - iv. Scheduled System Maintenance Windows are outlined in T2 Communities;
 - v. T2C shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
 - vi. T2C will respond to incidents that have been reported by Customer within the response times set out in the Pay Station – Software and Hardware – Warranty and Support document and
 - vii. in the event of a T2C Hosting System failure, T2C will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer data.

5. **RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.**

T2 Iris - Service Agreement

- a. Customer shall use the Digital Iris Services only for the parking pay stations identified in the Quote(s), and only in accordance with the Documentation and any other instructions issued by T2C from time to time. Failure to use the Addendum Services in accordance with instructions provided by T2C may result in failure of all or any part of the Addendum Services, and/or accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2C for additional information.
- b. Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the Documentation shall remain vested in T2C. Customer may not remove any title, trademark, copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.
- c. Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- d. Customer agrees not to:
 - i. introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2C Hosting System;
 - ii. use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2C Hosting System, or interfere with any other customer's ability to use the Digital Iris Services or the T2C Hosting System;
 - iii. attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
 - iv. attempt to embed the Digital Iris Services within another website;
 - v. attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorized by T2C to gain access to the T2C Hosting System or the Digital Iris Services;
 - vi. attempt a Denial of Service ("DOS") attack of any kind;
 - vii. use the Digital Iris Services or the T2C Hosting System to transmit SPAM, junk email or other unsolicited email of any kind; or
 - viii. in connection with the Addendum Services, engage in conduct that would constitute a criminal or quasi-criminal offense, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

6. WIRELESS DATA SERVICES.

- a. If purchased by Customer, T2C will provide the Wireless Data Services, supplied by T2C's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2C and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- b. Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Quote(s).
- c. Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2C for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2C or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
- d. Customer may not resell the Wireless Data Services to any other person(s).
- e. Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
- f. Customer will provide T2C with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.

7. SOFTWARE MAINTENANCE SERVICES.

Software Maintenance Services include updates to Digital Iris Services, access to new General Availability ("GA") software and peripheral firmware updates, where applicable. E-Mail and help desk ticket-based customer support for GA software troubleshooting and review of pay station log files for analysis of software behavior and performance are detailed below:

- a. New features and bug fixes may be requested but are not guaranteed to be developed or added to a future software release. T2C is under no obligation to develop custom software.
- b. T2C will notify Customers when new software is available for GA. Deployment of software releases is the responsibility of the Customer and is the Customer's responsibility to download the software, complete any self-directed testing and install the software onto the pay station(s).
- c. The Software Maintenance Services is included with a Digital Iris Services subscription. Software Maintenances cannot be separated from Digital Iris Services.
- d. Subscription to Software Maintenance Services does not permit the Customer to resell to any other entity, or install the software on any system that T2C has not authorized.
- e. Software Maintenance Services cover only T2C GA approved software versions with a GA date of no more than two (2) years old at time of contacting customer support for assistance.
- f. Hardware warranty support is not included with this service.
- g. Software Maintenance Services is assigned to T2C products by serial number and cannot be transferred.
- h. The services listed below are not covered under the Software Maintenance Services and will be charged separately on a time and material basis at T2C's then standard rates:
 - i. Installation / upgrade field services.
 - ii. Backup and recovery of software, other computer programs, or data.
 - iii. On-site services.
 - iv. System restoration (i.e. reloading of software, and data).
 - v. Additional copies of software media.
 - vi. Training queries and consulting services.

1. **Firmware Updates.** Firmware support is available for device level software including printers, bill acceptors and coin acceptors. Firmware updates will be available via a download utility for installation by Customer. T2C will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the T2C approved version.

2. **Chargeable Firmware Upgrades.** Chargeable firmware upgrades will be billed on a time and material basis, together with installation support and includes:
 - i. firmware upgrades for new currency releases issued by governments.
 - ii. firmware releases which add optional improvements to equipment.
 - iii. on-site assistance required by the Customer to install downloadable firmware upgrades.

8. **SUPPORT SERVICES.** T2C will provide the Support Services in accordance with the Pay Stations – Software and Hardware – Warranty and Support document, as amended from time to time. Support Services are limited to those set out in the document, and expressly exclude any additional services required to correct any Non-Conformities. Any additional technical support not under warranty may be agreed by T2C on a case-by-case basis, and shall be charged on a time and materials basis at T2C's then-standard rates.

9. PAYMENT AND INVOICING.

- a. Customer agrees to pay to T2C the Fees plus all applicable taxes in accordance with this section.
- b. The first invoice will be issued on or about the Activation Date. Fees for the first term outlined on the Quote(s) will be prorated to reflect such date. Except as otherwise set out in the Quote(s), T2C will issue invoices for Fees thirty (30) days in advance of each term renewal date. Payment terms are net thirty (30) days from the date of invoice and payable to T2C as set out in the invoice.
- c. Any additional Services subscribed to by Customer will be outlined on an invoice issued by T2C at the time of the Service activation. Such additional fees will be prorated through to the end of the Customer's then current billing term. All subsequent fees will appear on the Customer's invoice in accordance with Section 9(b) above.
- d. Customer access to the Digital Iris Services granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments of Fees when due under this Addendum. If Digital Iris Services are terminated for non payment, T2C has the right to charge a reactivation fee per pay station if Digital Iris Services are subsequently reinstated.
- e. **Failure to Make Payment.** If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Addendum, then the amount, without the necessity of any notice or action by T2C shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum or the highest rate permitted by law and with reasonable attorneys' fees and other costs of collection. The non-exclusive Subscription granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Addendum.

10. CUSTOMER LIABILITY.

- a. Customer shall be solely responsible for, and shall hold T2C, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:
 - i. Customer's inputs, selection and use of the Addendum Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2C Hosting System through Customer's account, even if transmitted, posted, received or created by a third party;
 - ii. Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and
 - iii. Any breach by Customer and/or its Representatives of any of the terms and conditions of this Addendum.

11. LIMITED WARRANTY.

- a. Subject to the disclaimers and limitations in the Agreement, T2C warrants to Customer that, for the duration of this Addendum, the Digital Iris Services will substantially conform to the specifications set out in the Documentation, as revised by T2C from time to time.
- b. The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2C including, but not limited to:
 - i. Customer's failure to:
 - A. prepare and maintain a technical environment that meets the specifications provided by T2C from time to time;
 - B. provide necessary communications mechanisms (including connections to pay station units) as specified by T2C from time to time;
 - C. maintain pay station units in good repair in accordance with T2C's recommendations and requirements for operation, maintenance and repair; or
 - D. maintain pay station units with a T2C provided pay station software release no more than two (2) years old, if subscribed to the Software Maintenance Services.
 - ii. the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2C, or contemplated in the Documentation;
 - iii. unauthorized modifications or repairs to any equipment supplied by T2C (including pay station units) by Customer or any person not approved by T2C; or
 - iv. failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2C, shall be deemed to be under Customer's exclusive control and sole responsibility.
 - v. T2C shall have no responsibility and provides no representations or warranties with respect to any third party software or services, whether supplied in connection with this Addendum or otherwise.
 - vi. If Customer notifies T2C in writing of a breach of the foregoing limited warranty, T2C shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2C's reasonable discretion, of the Non-conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-conformity.

12. TERMINATION.

T2 Iris - Service Agreement

- a. Customer may terminate this Addendum by sending written notice to T2C at least sixty (60) days prior to the end of the then current term and such termination shall be effective on the term renewal date.
 - b. If Customer does not provide the required sixty (60) days notice, Customer will be subject to pay additional fees, including any unpaid amounts within ten (10) days from the agreed termination date. Additional fees may include T2 expenses already paid to its vendors for services under this Addendum. Customer agrees to pay all additional fees within ten (10) days of the agreed termination date. T2 Systems, at its sole option, may withhold returning Customer Data and providing any transitional support until the additional fees are paid.
 - c. All unpaid amounts due in respect of the terminated Addendum Services up to and including the effective date of termination shall become immediately due and payable and such termination shall be effective as of the renewal date.
 - d. In the event of early termination of this Addendum by Customer, no credit will be issued for Addendum Services terminated prior to the end of the then current term.
 - e. Either party may terminate this Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party.
 - f. Without limiting the foregoing, either party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.
 - g. In addition, Customer may, upon written notice to T2C terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services excluding Software Maintenance Services, if T2C breaches any of its obligations in respect of the terminated Addendum Services and fails to cure such breach within thirty (30) days after receipt of a written request from Customer to do so.
 - h. Subscription to the Software Maintenance Services cannot be removed as an individual Digital Iris Service.
 - i. Customer can request in writing to T2C to add or remove a subscribed Digital Iris Service. T2C has thirty (30) days to process the request and update the Customer's subscribed services as requested.
When a Customer is adding a subscribed Digital Iris Service, T2C will issue an invoice prorated to the date the service change was executed to match the existing Digital Iris Services billing cycle and terms. No credit will be issued for services removed between billing cycles.
 - j. Without limiting any other remedies available under this Addendum or the Agreement, at law or in equity, in the event of the termination of this Addendum or any of the Addendum Services for any reason:
 - i. Customer may request T2C to provide a copy of all of Customer's data in a CSV file format at T2C's standard fee, as established by T2C from time to time; and
 - ii. T2C may destroy, in its sole discretion, Customer's data remaining on the T2C System after either:
 - A. receiving confirmation that Customer has a copy of any remaining data;
 - B. providing Customer with a copy of any remaining data pursuant to Section 12 (e), (v); or
 - C. Sixty (60) days after the expiration or termination of this Addendum; and
 - vii. Sections 5, 9, 10, 11, and 12(j) shall survive the expiration or termination of this Addendum until such time as the parties may agree to the release of the obligations contained therein.
13. **ENTIRE AGREEMENT.** This Addendum (including the Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Addendum Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.

Rider to T2 Master Customer Agreement
and Digital IRIS Addendum Between

VILLAGE OF COLD SPRING (“Customer”)
and

T2 SYSTEMS, INC., and T2 SYSTEMS CANADA INC. (collectively, “Vendor”)
(Customer and Vendor, each at times referred to herein
as a “Party” or collectively as the “Parties”.)

NOTWITHSTANDING anything to the contrary contained in the “T2 Master Customer Agreement” and/or the “Digital IRIS Addendum” (collectively referred to herein as the “Agreement”), if any, made between the Parties, of which this Rider is hereby made part, the Vendor and the Customer agree as follows:

Commented [E51]: Our legal team advises that “/or” must be kept in this for the case that either or the T2 Master Customer Agreement and/or the Digital IRIS Addendum are in conflict- without the or, both would have to be in conflict before the Village would be protected.

1. This Rider (the “Rider”) will be incorporated into and made a part of Agreement. This Rider supplements and modifies the Agreement, if applicable, as fully and completely as if the terms contained in this Rider were set out completely within the Agreement itself. Any capitalized term used and not defined in this Rider will have the meaning given to such term in the Agreement. If the terms of this Rider conflict with the terms contained in the Agreement, the terms in this Rider will control.

2. Each Party represents and warrants to the other Party that:

(A) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(B) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, the Agreement;

(C) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(D) when executed and delivered by both Parties, the Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

3. Vendor further represents, warrants, and covenants to Customer that:

(A) it will remain the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Documentation, Hardware, Products, Services, Software, Addendum Services, Digital IRIS Services, Software Maintenance Services, Support Services, and T2C Hosting System (collectively, “Goods and Services”, or, when referring to products, the “Goods”, or, when referring to the provision by Vendor to Customer of intangible support and/or maintenance services, the “Services”), including all intellectual property rights relating thereto;

(B) it has and throughout the term of the Agreement will retain the unconditional and irrevocable right, power, and authority to grant and perform the license hereunder;

(C) the Goods and Customer's use thereof, is and throughout the term of the Agreement will be free and clear of all encumbrances, liens, and security interests of any kind;

(D) neither its grant of the license, nor the Services or any other performance by or on behalf of Vendor under the Agreement does or will at any time:

- a. conflict with or violate any applicable legal requirement;
- b. require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or
- c. require the provision of any payment or other consideration to any third part;

(E) it has not granted and will not at any time during the term of the Agreement grant any license or other contingent or non-contingent right, title, or interest under or relating to the Goods that does or will conflict with or otherwise affect the Agreement, including any of Vendor's representations, warranties or performance or Customer's rights or licenses hereunder;

(F) when used by Customer or any authorized user no Goods as delivered or installed by Vendor does or will:

- a. infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; or
- b. fail to comply with any applicable Law;

(G) there is no settled, pending, or threatened litigation, claim or proceeding (including in the form of any offer to obtain a license):

- a. alleging that any use of the Goods does or would infringe, misappropriate, or otherwise violate any copyright, patent, trade secret or other intellectual property right of any third party;
- b. challenging Vendor's ownership of, or right to use or license, any Goods, or alleging any adverse right, title, or interest with respect thereto;
- c. alleging the invalidity, misuse, unregistrability, unenforceability or non-infringement of any copyrights, trade secret rights, or patent rights in the Goods;
- d. and it has no knowledge of any factual, legal, or other reasonable basis for any such litigation, claim or proceeding; and

(H) it has not received any written, oral, or other notice of any litigation, claim or proceeding described in this Section 3(g);

(I) as provided and installed by Vendor, none of the Goods does or will at any time during the term of the Agreement contain any:

- a. harmful code, including any: (i) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (ii) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the Goods; or
- b. open-source components or operate in such a way that it is developed or compiled with or linked to any such components.

(J) all documentation provided by Vendor is and will be complete and accurate when provided to Customer such that at no time during the term of the Agreement will the Goods have any undocumented feature; and

(K) it will perform all Services in a timely, skillful, professional, and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet its obligations under the Agreement.

4. The Effective Date of the Agreement shall be the later of the date Vendor or Customer signs the Agreement, which shall remain in effect for ONE (1) year from the date on which the Software and the Digital IRIS Services are deployed to Customer (the "Go Live Date"). On the first anniversary of the Go Live Date, and on each anniversary date thereafter, the Agreement will automatically renew for a one-year period upon the same terms and conditions, unless otherwise terminated as provided for herein or in the Agreement by either Vendor or Customer.

5. Either Party may terminate the Agreement for convenience, without showing cause or alleging a breach, by giving the other Party SIXTY (60) days' written notice of the intent to do so (the "Notice"). Such termination will be effective on the date set forth in the Notice. Should the Agreement be terminated for convenience, the terminating Party will be responsible for providing all services and/or paying all fees described in the Agreement which are performed or incurred, respectively, prior to the termination date set forth in the Notice.

6. Vendor agrees that, upon Customer's provision of an appropriate tax exemption certificate, or other proof establishing that Customer is exempt from taxation under New York State or federal law, not to charge, or attempt to collect from, Customer any Taxes. Each Party, without indemnification from the other the Party, shall bear all costs, fees, penalties, or other expenses (including attorney's fees) arising from or relating to the assertion by any taxing authority that Vendor failed to collect and remit Taxes allegedly due on transactions pursuant to the Agreement.

7. "Confidential Information" as used in the Agreement means and includes any written or orally or visually disclosed information relating to the disclosing Party's business and/or operations identified as "confidential" or "proprietary" or which the receiving Party should reasonably know is confidential or not generally known to the public, including, without limitation:

(A) all know-how, technology, Documentation, and other proprietary information owned, licensed, used or developed by the disclosing Party, including proprietary rights protected by trade secret and other intellectual property rights; and

(B) all information relating to the disclosing Party's business and/or operations, the source code for the Software, the Services, and to all other aspects of the disclosing Party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing Party by third parties subject to restrictions on use or disclosure; and

(C) all Personally Identifiable Information ("PII") of individuals, including, without limitation, all data that can be used to distinguish or trace an individual's identity; and

(D) all Sensitive Personally Identifiable Information ("SPII") of individuals, including, without limitation, Social Security numbers, Driver's License numbers, Employer Identification numbers, or comparable identification numbers, as well as financial and medical information associated with individuals.

8. Vendor shall not reveal PII or SPII, without the Customer's prior written consent, notwithstanding that such PII or SPII:

(A) is now or hereafter is in the public domain through no action or failure to act on the part of Vendor or its Representatives;

(B) was received by or was available to Vendor from a third party without any obligation of confidentiality to the Customer; or

(C) is or could be independently developed by or for the Vendor by persons who have not had access to the PII or SPII; is disclosed with the written consent of the disclosing party.

9. To comply with Customer's records retention obligations imposed under New York State law, Vendor agrees that it shall destroy all full and partial copies of the Customer's Confidential Information which it maintains for internal archival purposes, no later than _____ years after the date on which the Agreement terminates.

10. Subject to the limitations set out in the T2 Master Agreement, Vendor shall defend, indemnify, and hold harmless Customer from all claims arising from or relating to the Agreement, as well as claims that Vendor breached its confidentiality and/or security obligations under the Agreement regarding or relating to the Confidential Information.

11. Vendor warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the Agreement. Vendor further warrants that the Goods will be bug-free – at time of delivery, perform the functions contemplated under the Agreement, and operate on the Hardware, Products, Software, Digital IRIS Services, and T2C Hosting System in conformity with recognized industry standards and other specifications as outlined in the Agreement.

12. Neither Party shall be liable for delay or failure in performance directly or indirectly resulting from acts beyond the control of such Party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such Party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable (collectively, "Event of Force Majeure"). Upon the occurrence of an Event of Force Majeure, the Party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other Party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such Party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the Party who is delayed or fails to perform shall give prompt written notice to the other Party. In the event such inability to perform shall continue longer than SIXTY (60) Days, the Party which has received, or which was entitled to receive written notice may terminate the Agreement by notice to the other Party without further liability, expense, or cost of any kind. An Event of Force Majeure does not include any failure because of political or social pressure, general economic, or market factors, and/or fear of or threat of an event of Force Majeure or other circumstance.

13. Either Party may assert or defend its rights, defenses, and claims against the other Party arising from or relating to the Agreement in an appropriate court or tribunal, applying the statute of limitations established by the laws of the State of New York. The Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, excluding its conflict of law's provisions. Each Party consents to the exclusive jurisdiction of the courts of the State of New York, County of Dutchess and the federal courts situated in the Southern District of New York, in connection with any action arising from or related to the Agreement. If either Party shall bring any action for relief against the other (declaratory or otherwise) arising from or relating to the Agreement, the prevailing party shall receive a reasonable sum from the other Party for attorneys' and witness fees, and payment of all court and other direct costs incurred in connection therewith.

Accepted and Agreed:

VILLAGE OF COLD SPRING

T2 SYSTEMS, INC.

By: _____

By: _____

Name

Name

Title

Title

Date

Date

T2 SYSTEMS CANADA INC.

By: _____

Name

Title

Date

NOVEMBER 20, 2023

RECEIVED

NOV 27 2023

Village of Cold Spring

VILLAGE OF COLD SPRING
BOARD OF TRUSTEES

85 MAIN STREET

COLD SPRING, NY 10516-2810

RE: 32 PINE STREET

A/C 01-1810.00

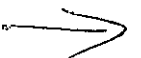
LATE FEE / OVERPAYMENT. ($\$11.60 / 2^{100}$)

REDUCTION OF PROPERTY TAXES

DEAR BOARD OF TRUSTEES:

I HAVE LIVED IN COLD SPRING OVER 14 YEARS. I HAVE NEVER MADE A LATE PAYMENT ON MY WATER BILL. I AM 65 YEARS OLD. I DO NOT HAVE A PENSION. I DO NOT YET COLLECT SOCIAL SECURITY UNTIL AGE 66 & 8 MONTHS. I AM DRAWING DOWN ASSETS, WHICH MY HAS DROPPED BY THOUSANDS OVER THE PAST 18 MONTHS.

I WAS SICK ON FRI, NOV 17 & FORGOT TO WALK MY PAYMENT DOWN TO YOUR OFFICE ON MAIN STREET. I CAME IN TODAY, NOV 20 MONDAY, ONE DAY LATE & WAS TOLD I HAD TO PAY THE "AFTER DUE DATE" AMOUNT OF \$169.40. I HAD ALREADY WRITTEN OUT MY CHECK #930 FOR THE REGULAR AMOUNT OF \$159.82 SO HAD TO WRITE OUT A 2ND CHECK, #931. I SUBTRACTED WRONG BECAUSE I WAS UPSET AT HAVING TO PAY A LATE FEE & OVERPAID YOU! I PAID \$11.60 INSTEAD OF \$9.60



I AM ASKING YOU TO CREDIT MY
A/C FOR THE \$1160 LATE FEE FOR
* ONE DAY LATENESS. HOW MUCH WOULD
YOU CHARGE ME EXTRA IF
I WAS 30 OR 60 OR 85 DAYS LATE?
ANOTHER \$150?

I HAVE BEEN A FINANCIAL PROFESSIONAL
FOR ALMOST 40 YEARS, CPA, CFO CONSULTANT
ON WALL STREET & HAVE A PERFECT
FICO SCORE OF 850. I WOULD VERY
* MUCH APPRECIATE A 1 DAY GRACE PERIOD
I THINK YOU WOULD APPRECIATE
THIS ALSO IF YOU WERE IN MY SHOES.

REQUEST FOR REDUCTION OF
PROPERTY TAXES - VIA WORK FOR
THE VILLAGE/TOWN/TOWNSHIP

THIS MAY NEED TO GO TO A DIFFERENT
DEPARTMENT FOR APPROVAL OR DISCUSSION,
PLEASE FORWARD TO THE RIGHT DEPT.

I KNOW MANY TOWNS/COUNTIES GIVE
SOME SORT OF REBATE/PROPERTY TAX
REDUCTION FOR SENIOR CITIZENS WHO CAN
WORK OFF SOME OF THEIR BILL, PLEASE
TELL ME WHAT OPTIONS YOU HAVE. I
ALREADY SHOULDER SNOW FOR THE MAIL
MAN (ROCK) SO HE CAN WALK A DIRECT
PATH TO HOUSES & SHOULDER PEDESTRIAN
CROSSWALKS & CORNER CROSSINGS AFTER
THE SNOW PLOWS HAVE FINISHED &
SHOULDER OFF BENCHES ON MAIN ST.

SINCERELY,

Cathy M. Stanke (TXT PREFERRED)



RE: Notification of microbusiness (with retail authorization) application

License Type: New Establishment

Previous DBA: _____

License Number (if applicable): AUCC-OCM-22-000150

Applicant Name: Pleasant View Harvest LLC

Phone Number: 8454810084

Email Address: pvfllc@gmail.com

RECEIVED
NOV 09 2023
 Village of Cold Spring

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) Pleasant View Harvest LLC
 of (dba) Mogu Mushrooms
 intend to, or have, file(d) an application for licensure with the Office of Cannabis Management
 to open a(n):

- retail dispensary premises (new or additional) registered organization with dispensing (or ROD)
- microbusiness

in (county name) Putnam County. This business, once the license is approved, shall be located at:

Address Line 1: 137 Main St

Address Line 2: 1st Flr

City: Cold Spring, NY

Zip code: 10516

The mailing address is (if different from business location):

Address Line 1: 4 W Wind Ln

Address Line 2: Red Barn

City/Town/Village: Brewster

State: NY Zip code: 10509

(As applicable, name of business if different from above) has _____
retained the legal services of (attorney or representative)

Name: _____

Address Line 1: _____

Address Line 2: _____

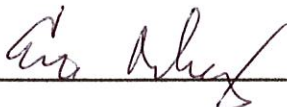
City/Town/Village: _____

State: Zip code: _____

Telephone with area code: _____

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to municipalities@ocm.ny.gov. This expressed opinion must be on official municipality or community board letterhead.

If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at municipalities@ocm.ny.gov with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed 

Today's date: 11/2/23

Print Ervin Raboy

MEMORANDUM

To : Mayor Kathleen Foley
Village of Cold Spring

From : James J. Hahn, P.E.
Village Consulting Engineer

Dated : November 29, 2023

Subject : Cold Spring Boat Club
Proposed Bulkhead Repair Review

Documents

Reviewed : Prepared by Coastal Engineering, LLC:
"Site Plan", Dated 11/6/23, Sheet ST-1.
"Seawall Section", Dated 11/6/23, Sheet ST-2.
"Seawall Plan View", Dated 11/6/23, Sheet ST-4.

The Cold Spring Boat Club (CSBC) is the lessee of Village property and is required under the terms of its lease to repair the damaged bulkhead. The repair will require permits from the New York State Department of Environmental Conservation (NYSDEC), United States Army Corps of Engineers (USACE), New York State Department of General Services (NYSOGS), and New York State Department of State (NYSDOS). As the owner of the property, the Village will be a co-applicant on the Joint Application Form. Additionally, the Village will require project review by the Village's Code Enforcement Officer and the issuance of a Building Permit prior to construction.

At the request of the Village Board, the referenced documents have been reviewed for conformance with standard engineering practice and our previous memorandum dated May 11, 2023. Pursuant to our review, we have no objection to Village co-signing the application subject to the following items which must be addressed by the applicant prior to the Village co-signing the application to the satisfaction of the Village.

- 1) It should be verified that Coastal Engineering, LLC has an active Certificate of Authorization on record with the New York State Education Department (NYSED) as required by NYS EDN §7210. If Coastal Engineering is listed with NYSED under a different name, it should be provided.
- 2) On the Joint Application Form, the project description should be revised to be consistent across the various questions. Additionally, items 6.i. and 6.k. should be completed.

**Mayor Kathleen Foley
Cold Spring Boat Club
Proposed Bulkhead Repair Review
November 29, 2023
Page 2**

Additionally, the following items must be addressed by the applicant prior to issuance of a Building Permit to the satisfaction of the Code Enforcement Officer.

- 3) As previously mentioned, structural design calculations for the proposed seawall should be provided. Design parameters and assumptions, including impacts from wave and ice action, used in the calculations should be provided.
- 4) As previously mentioned, it appears the proposed work may disturb soils associated with the NYSDEC's Record of Decision for Site No. E340026, dated February 2010. The potential impacts should be identified and addressed. Additionally, a reference to the Record of Decision and any requirements should be included on the plans.
- 5) As previously mentioned, vinyl sheeting can be difficult to install along the Hudson River because of the riverbed material. This location should be investigated to ensure the proposed repair is appropriate and will not cause significant change orders or delays during construction. Additionally, the expected life span of vinyl sheeting used in this application should be provided.
- 6) As previously mentioned, pertinent elevations, including mean high water, mean higher-high water, mean low water, and river bed, should be provided. The vertical datum should be noted on the plans.
- 7) Note 1 on Sheet ST-2 indicates a piling depth of 15 feet below "mudline" whereas the plan shows depth of 5.5 feet. The two should be coordinated.
- 8) It should be explained why the portion of the concrete pad being removed is not proposed to be replaced with new concrete.
- 9) The material of the tie rods should be identified.
- 10) Any fill brought to the site should be certified as clean fill by a NYS licensed professional engineer. This should be noted on the plans.

If you have any questions regarding the above, please do not hesitate to contact us at your earliest convenience.



JH:WJA:ay

cc: Jeff Vidakovich (vcscclerk@coldspringny.gov)
Greg Wunner (gwunner@philipstown.com)
Douglas J. Hahn, P.E. (dhahn@hahn-eng.com)
William Angiolillo, P.E. (wangiolillo@hahn-eng.com)



JOINT APPLICATION FORM

For Permits for activities affecting streams, waterways, waterbodies, wetlands, coastal areas, sources of water, and endangered and threatened species.

You must separately apply for and obtain Permits from each involved agency before starting work. Please read all instructions.

1. Applications To:
>NYS Department of Environmental Conservation [checked] Check here to confirm you sent this form to NYSDEC.
Check all permits that apply: [checked] Dams and Impoundment Structures [] Tidal Wetlands [] Water Withdrawal
[] Stream Disturbance [] Wild, Scenic and Recreational Rivers [] Long Island Well
[checked] Excavation and Fill in Navigable Waters [checked] 401 Water Quality Certification* [] Coastal Erosion Management [] Incidental Take of Endangered / Threatened Species
[] Docks, Moorings or Platforms [] Freshwater Wetlands
* See Instructions (page 3)
>US Army Corps of Engineers [checked] Check here to confirm you sent this form to USACE.
Check all permits that apply: [] Section 404 Clean Water Act [] Section 10 Rivers and Harbors Act
Is the project Federally funded? Yes No
If yes, name of Federal Agency:
General Permit Type(s), if known:
Preconstruction Notification: Yes No
>NYS Office of General Services [checked] Check here to confirm you sent this form to NYSOGS.
Check all permits that apply:
[] State Owned Lands Under Water [] Utility Easement (pipelines, conduits, cables, etc.) [] Docks, Moorings or Platforms
>NYS Department of State [checked] Check here to confirm you sent this form to NYSDOS.
Check if this applies: [] Coastal Consistency Concurrence

2. Name of Applicant
Cold Spring Boat Club Inc. Taxpayer ID (if applicant is NOT an individual) 13-3187906
Mailing Address PO 318 Post Office / City Cold Spring State NY Zip 10516
Telephone 914-844-1347 Email patinella@yahoo.com
Applicant Must be (check all that apply): [] Owner [] Operator [checked] Lessee

3. Name of Property Owner (if different than Applicant)
Village of Cold Spring
Mailing Address 85 Main Street Post Office / City Cold Spring State NY Zip 10516
Telephone 845-265-3611 Email vcsclerk@coldspringny.gov

For Agency Use Only Agency Application Number:

4. Name of Contact / Agent
 Mark Patinella
 Mailing Address: 20 Chestnut Street
 Post Office / City: Cold Spring
 State: NY Zip: 10516
 Telephone: _____ Email: _____

5. Project / Facility Name
 Cold Spring Boat Club -CSBC
 Property Tax Map Section / Block / Lot Number: 48.12-1-51
 Project Street Address, if applicable: 5 New Street
 Post Office / City: Cold Spring
 State: NY Zip: 10516
 Provide directions and distances to roads, intersections, bridges and bodies of water
 Travel to the end of Main St in Cold Spring, over the railroad tracks, left at the Gazebo and CSBC is straight ahead signage on gate code to gate is 1955
 Town: Philipstown Village: Cold Spring City: _____ County: Putnam Stream/Waterbody Name: Hudson River
 Project Location Coordinates: Enter Latitude and Longitude in degrees, minutes, seconds:
 Latitude: 41.4152N ° _____ ' _____ " Longitude: 73.9604 W ° _____ ' _____ "

6. Project Description: Provide the following information about your project. Continue each response and provide any additional information on other pages. **Attach plans on separate pages.**

a. Purpose of the proposed project:
 To remove and replace approximately 125' LF of sheet pile shoring that is now failing. Existing sheet piling consists of corrugated metal and shall be replaced with new vinyl sheet piling by "Tidewall TW50" or approved equal.

b. Description of current site conditions:
 A mix use of open gravel parking, grass area and approximately 4000 SF of concrete surface.

c. Proposed site changes:
 Removal and replacement of approximately 2000 SF of concrete surface.

d. Type of structures and fill materials to be installed, and quantity of materials to be used (e.g., square feet of coverage, cubic yards of fill material, structures below ordinary/mean high water, etc.):
 No structures to be installed. Remove and replace approximately 2000 SF of concrete or 25 CY. Installation of 12 CY of gravel base consisting of porous gravel (3/4" - 1 1/2").

e. Area of excavation or dredging, volume of material to be removed, location of dredged material placement:
 Approximately 25 CY of concrete surfacing to be removed.

f. Is tree cutting or clearing proposed? Yes If Yes, explain below. No
 Timing of the proposed cutting or clearing (month/year): NA
 Number of trees to be cut: NA Acreage of trees to be cleared: NA

g. Work methods and type of equipment to be used:

Masonry saw (cutting concrete slab). Excavator with attachments consisting of bucket (removal of concrete), tamping plate (installing sheet piles and piles) and jack hammer (breaking up of concrete slab). All work to be performed from shoreline and not within the river.

h. Describe the planned sequence of activities:

- 1) site mobilization, floating silt fence to be placed in water.
- 2) removal of metal sheet piling and concrete slab with excavator. Cables to be used to remove existing sheeting.
- 3) installation of new vinyl sheet piling, wood piles, walers and tiebacks with deadmen. Vibratory pile hammer to be used for sheeting and piles
- 4) regrading and installation of gravel base.

i. Pollution control methods and other actions proposed to mitigate environmental impacts:

NA

j. Erosion and silt control methods that will be used to prevent water quality impacts:

Floating silt fence to be placed in river prior to any work taking place.

k. Alternatives considered to avoid regulated areas. If no feasible alternatives exist, explain how the project will minimize impacts:

NA

l. Proposed use: Private Public Commercial

m. Proposed Start Date: 10/16/23 Estimated Completion Date: 11/22/23

n. Has work begun on project? Yes If Yes, explain below. No

o. Will project occupy Federal, State, or Municipal Land? Yes If Yes, explain below. No

Property is leased through the Village of Cold Spring.

p. List any previous DEC, USACE, OGS or DOS Permit / Application numbers for activities at this location:

NA

q. Will this project require additional Federal, State, or Local authorizations, including zoning changes?

Yes If Yes, list below. No

7. Signatures.

Applicant and Owner (If different) must sign the application. If the applicant is the landowner, the **landowner attestation form** can be used as an electronic signature as an alternative to the signature below, if necessary. Append additional pages of this Signature section if there are multiple Applicants, Owners or Contact/Agents.

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief.

Permission to Inspect - I hereby consent to Agency inspection of the project site and adjacent property areas. Agency staff may enter the property without notice between 7:00 am and 7:00 pm, Monday - Friday. Inspection may occur without the owner, applicant or agent present. If the property is posted with "keep out" signs or fenced with an unlocked gate, Agency staff may still enter the property. Agency staff may take measurements, analyze site physical characteristics, take soil and vegetation samples, sketch and photograph the site. I understand that failure to give this consent may result in denial of the permit(s) sought by this application.

False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the NYS Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact; or knowingly makes or uses a false, fictitious or fraudulent statement.

Signature of Applicant

<input type="text"/>	Date <input type="text"/>
----------------------	------------------------------

Applicant Must be (check all that apply): Owner Operator Lessee

Printed Name <input type="text"/>	Title <input type="text"/>
--------------------------------------	-------------------------------

Signature of Owner (if different than Applicant)

<input type="text"/>	Date <input type="text"/>
----------------------	------------------------------

Printed Name <input type="text"/>	Title <input type="text"/>
--------------------------------------	-------------------------------

Signature of Contact / Agent

<input type="text"/>	Date <input type="text"/>
----------------------	------------------------------

Printed Name <input type="text"/>	Title <input type="text"/>
--------------------------------------	-------------------------------

For Agency Use Only

DETERMINATION OF NO PERMIT REQUIRED

Agency Application Number

(Agency Name) has determined that No Permit is required from this Agency for the project described in this application.

Agency Representative:

Printed Name <input type="text"/>	Title <input type="text"/>
--------------------------------------	-------------------------------

Signature <input type="text"/>	Date <input type="text"/>
-----------------------------------	------------------------------

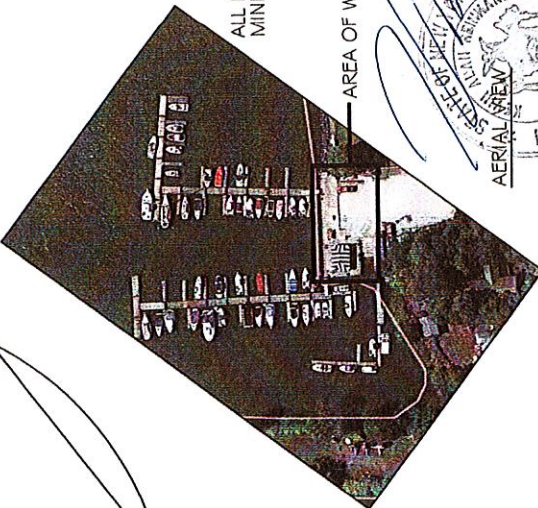
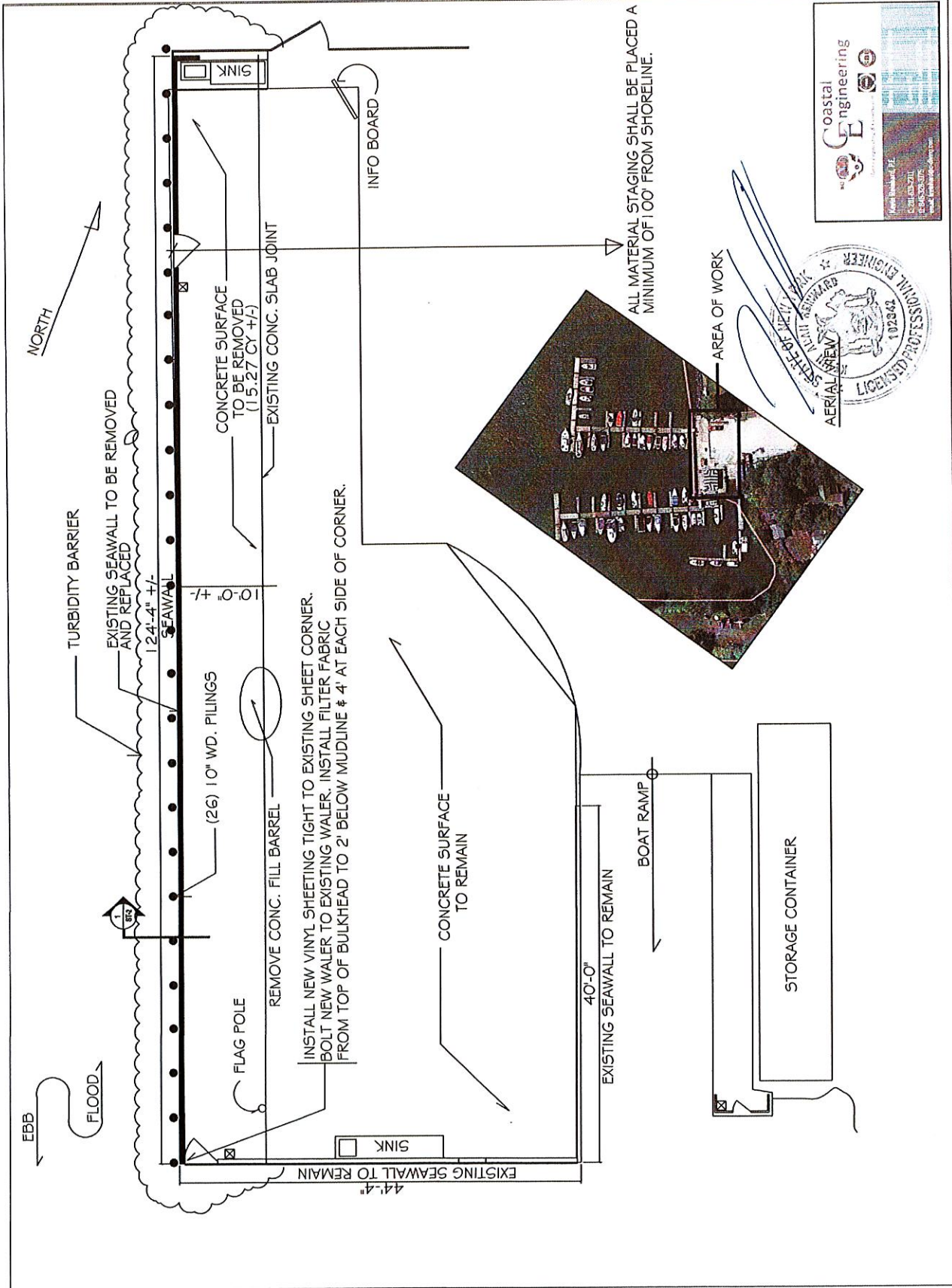
ROGER W. HOFFMANN ARCHITECT
 ARCHITECTS
 100 WEST 17TH STREET
 NEW YORK, NY 10011
 TEL: 212-255-1234
 FAX: 212-255-1235
 WWW: www.rwhoffmann.com

LEGAL NOTICE
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES.

DATE	11/07/23
PROJECT NO.	11/07/23
CLIENT	COLD SPRING BOAT CLUB
PROJECT	NEW SEAWALL FOR COLD SPRING BOAT CLUB
SCALE	AS SHOWN
DESIGNED BY	RWH
DRAWN BY	RWH
CHECKED BY	RWH
APPROVED BY	RWH

ST-1
 5 NEW STREET
 COLD SPRING, NY 10516

SITE PLAN
 NEW SEAWALL FOR COLD SPRING BOAT CLUB



ALL MATERIAL STAGING SHALL BE PLACED A MINIMUM OF 100' FROM SHORELINE.

AREA OF WORK

EBB
 FLOOD

NORTH

EXISTING SEAWALL TO REMAIN

CONCRETE SURFACE TO REMAIN

EXISTING SEAWALL TO REMAIN

BOAT RAMP

STORAGE CONTAINER

CONCRETE SURFACE TO BE REMOVED (15.27 CY +/-)

EXISTING CONC. SLAB JOINT

INFO BOARD

REMOVE CONC. FILL BARREL
 INSTALL NEW VINYL SHEETING TIGHT TO EXISTING SHEET CORNER.
 BOLT NEW WALER TO EXISTING WALER. INSTALL FILTER FABRIC FROM TOP OF BULKHEAD TO 2' BELOW MUDLINE & 4' AT EACH SIDE OF CORNER.

EXISTING SEAWALL TO BE REMOVED AND REPLACED

124'-4" +/-

(26) 10" WD. PILING

10'-0" +/-

FLAG POLE

SINK

SINK

44'-4"

40'-0"

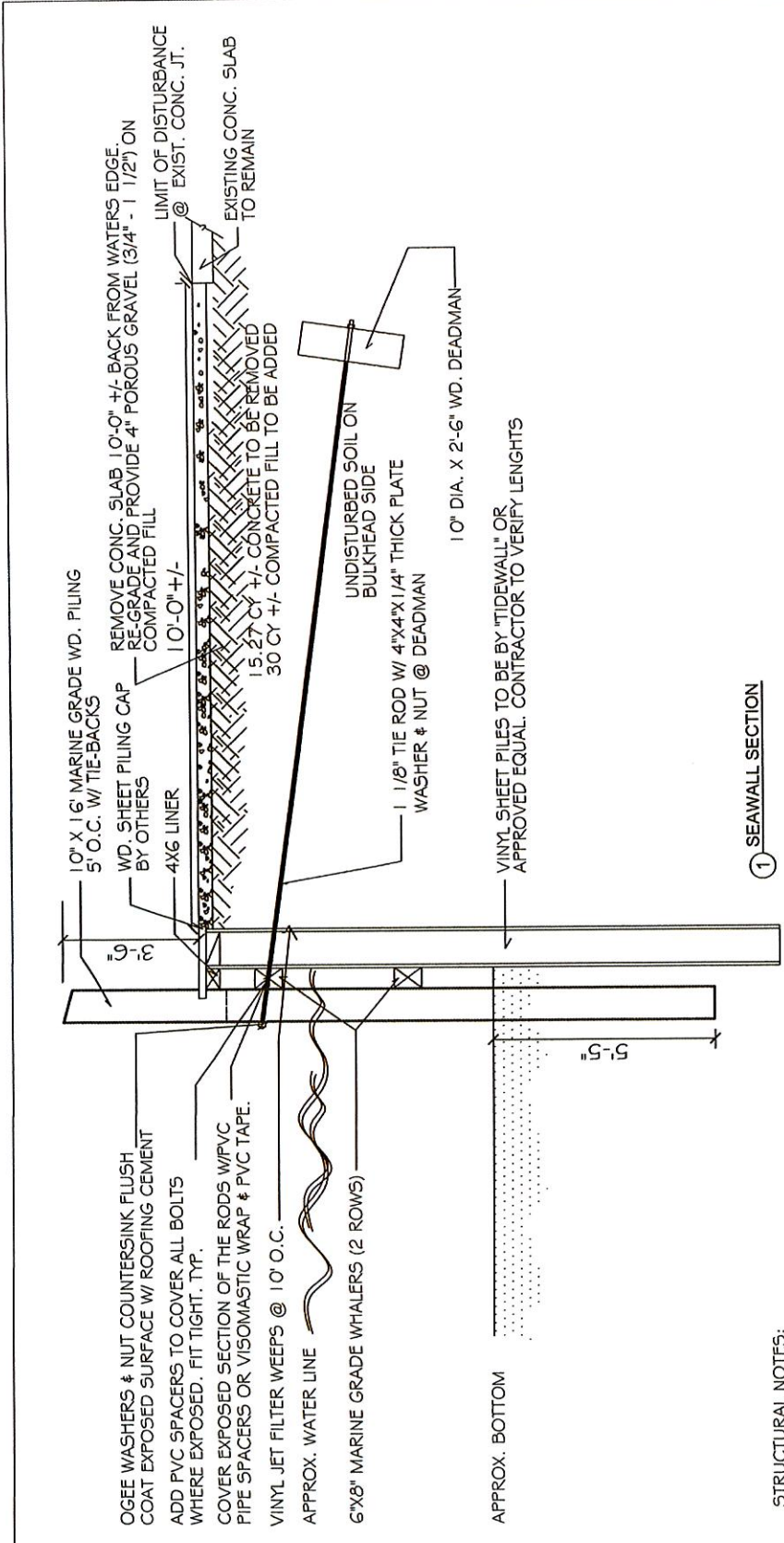
ROGER W. HOFFMANN
ARCHITECT
ARCHITECTURAL
DESIGN
500 WEST 10TH STREET
NEW YORK, NY 10011
212-692-1111

LEGAL NOTES
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES.

DATE	1/1/2023
BY	
FOR	
PROJECT	
DESCRIPTION	

SEAWALL SECTION
NEW SEAWALL FOR:
COLD SPRING BOAT CLUB
5 NEW STREET
COLD SPRING, NY 10516

ST-2



1 SEAWALL SECTION

- STRUCTURAL NOTES:
1. TIMBER PILES SHOULD BE SOUTHERN PINE CONFORMING TO ASTM D-25, CLASS B WITH A 2.5 CCA RATING. PILES SHALL BE DRIVEN TO AN EMBEDMENT LENGTH OF 15' BELOW MUDLINE UNLESS NOTED OTHERWISE.
 2. ALL BOLTS SHALL BE DOME HEAD WEATHER-TUFF TIMBER BOLTS CONFORMING TO ASTM A307. ALL WASHERS U.N.O. SHALL BE 1/4" THICK N.Y.D. DOCK WASHERS & NUTS SHALL BE HEAVY HEX TYPE UNLESS NOTED OTHERWISE. ALL NAILS SHALL BE STAINLESS STEEL RING SHANK OR ANNULAR NAILS AND IN ACCORDANCE WITH THE SIZES GIVEN IN THE CONTRACT DOCUMENTS. ALL HARDWARE SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A 153, EXCEPT NAILS & SCREWS WHICH SHALL BE STAINLESS STEEL.
 3. ALL WALLERS TO BE SOUTHERN PINE NO. 2 OR BETTER GRADE TREATED 2.5CCA. ALL DECKING BOARDS SHALL BE SHALL BE SOUTHERN PINE NO. 1 GRADE TREATED 0.15CA.
 4. USE FULL LENGTH VINYL CORNER PIECES FROM MANUFACTURER WHICH MATCH VINYL SHEETING PROFILES. TYPICAL ALL CORNERS & BONDS.
 5. VINYL SHEETING SHALL BE "TIDEWALL" TWSO OR APPROVED EQUAL.
 6. CONTRACTOR SHALL ADHERE TO THE CONDITIONS OF THE APPROVED PERMITS FOR THIS PROJECT.
 7. CONTRACTOR TO REMOVE OLD SHEETING & HALLDISPOSE OFFSITE.



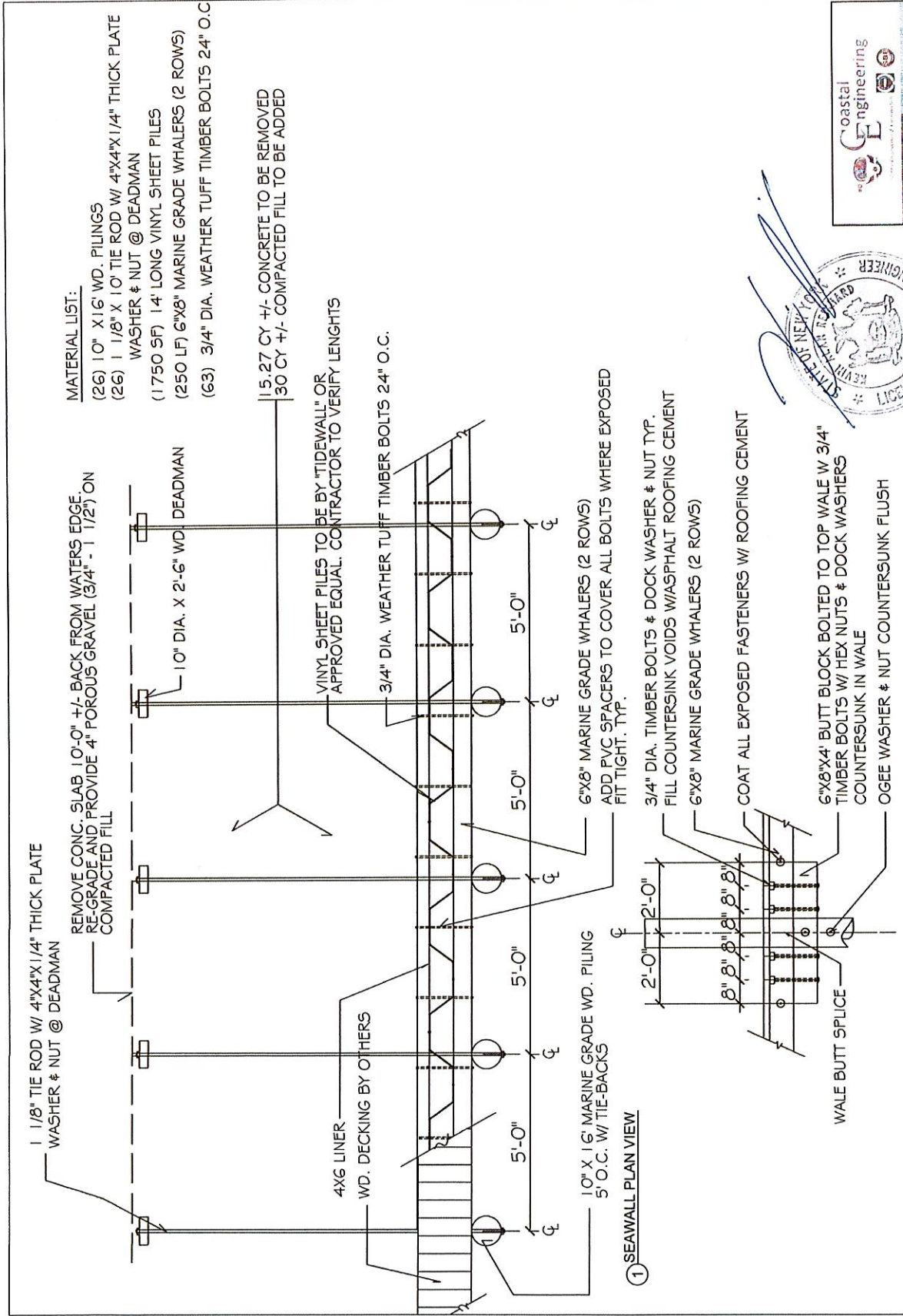
ROGER W. HOFFMANN
ARCHITECT
ARCHITECTURAL & CONSTRUCTION
SERVICES
1000 WEST 10TH STREET
COLD SPRING, NY 10516
TEL: 914-882-7711

LEGAL NOTICE
I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of New York, do hereby certify that the above is a true and correct copy of the original as filed in my office.

Project No.	11/023
Sheet No.	8
Date	11/023
Scale	
Drawn by	
Checked by	
Approved by	

NEW SEAWALL FOR:
COLD SPRING BOAT CLUB
5 NEW STREET
COLD SPRING, NY 10516

ST-3



- MATERIAL LIST:**
- (26) 10" X 16" WD. PILING
 - (26) 1 1/8" X 10' TIE ROD W/ 4"x4"x1/4" THICK PLATE WASHER & NUT @ DEADMAN
 - (1750 SF) 14' LONG VINYL SHEET PILES
 - (250 LF) 6" X 8" MARINE GRADE WHALERS (2 ROWS)
 - (63) 3/4" DIA. WEATHER TUFF TIMBER BOLTS 24" O.C.



② TYP. WALE SPLICE DETAIL

Mayor

From: Greg Wunner <gwunner@philipstown.com>
Sent: Wednesday, November 29, 2023 12:38 PM
To: Mayor
Subject: Re: FW: Boat Club Bulk Head: Engineered Drawings
Attachments: SKM_C28723112913080.pdf

To all concerned,

I have reviewed the Memorandum dated 11/29/2023 Prepared By Hahn Engineering.

The recommendations appear valid, and should be taken into consideration, and ultimately acted on.

Review of the construction drawings, they appear to be in order, but consideration should be taken to include the items of concern mentioned in the memorandum.

As often occurs, further clarification will likely arise during the final review when submitted.

I am satisfied with the information provided and concerns addressed so as to move ahead with the planning process and ultimate issue of a construction permit.

Regards, Greg W.

P.S. Please see initial plan notes attached:

On 11/27/2023 4:35 PM, Mayor wrote:

See attached. Greg, I'm tied up in the morning, but maybe you and Will could speak directly?

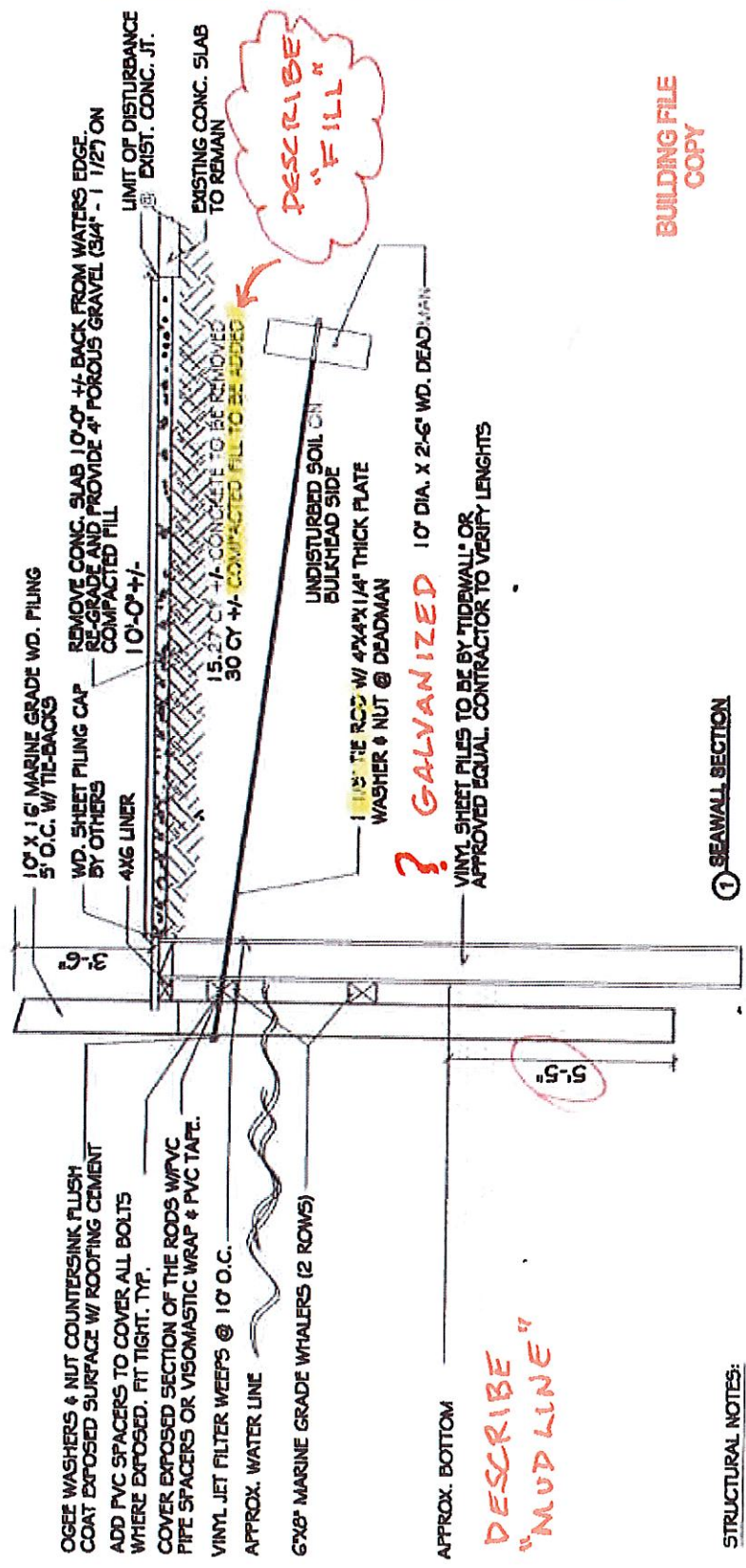
KEF

Kathleen E. Foley, Mayor
Village of Cold Spring
85 Main Street
Cold Spring, NY 10516
(o) 845 265 3611, ext 5

From: Mayor
Sent: Tuesday, November 14, 2023 5:01 PM
To: rwharchitect@aol.com; William Angiolillo <wangiolillo@hahn-eng.com>
Cc: gordonreidrobertson@outlook.com; Josh Hadden <josh@hadden.us>; Mark Patinella <patinella@yahoo.com>; Trustee Woods <trustee.woods@coldspringny.gov>; Trustee Starbuck

COLD SPRING BOAT CLUB
BULK HEAD PROJECT
4/28/23

ROGER W. HOFFMANN ARCHITECT
NEW SEAWALL FOR GOLD SPRING BOAT CLUB
5 NEW STREET GOLD SPRING, NY 10516
ST-2
SEAWALL SECTION



BUILDING FILE COPY

1 SEAWALL SECTION

STRUCTURAL NOTES:

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