

VILLAGE OF WASHINGTONVILLE

VILLAGE BOARD

WORK SESSION MEETING

MONDAY – AUGUST 18, 2025 - 7:00 P.M.

A G E N D A

PLEDGE OF ALLEGIANCE TO THE FLAG:

PUBLIC HEARING – 1 DEPOT STREET HISTORIC DESIGNATION APPLICATION

PUBLIC COMMENT - AGENDA ITEMS ONLY:

ANNOUNCEMENTS – DISCUSSIONS:

1. **MS-4 – Catch Basin Maintenance – Once every Three Years**
2. **Interesting Facts about Water Usage Per Month**
3. **Update regarding Graffiti at Firemens Memorial Park**
4. **Response to question regarding Building Inspector**
5. **Orange County Department of Health – Lead and Copper Survey Letter to Residents**
6. **New York State – Department of Environmental Conservation Resilient NY Program – Focuses on Water Courses and Flood Study gathering input on local Flooding experiences**
7. **Water Department Meter Replacement Status (Washingtonville High School, Middle School and Taft Elementary School)**
8. **Apply for New York State Grant for Sidewalk Construction from Village Parking Lot to Sewell Park**
9. **The Orange County Mobile D.M.V. Unit will be at Village Hall Parking Lot on Friday, August 29 from 10:00 a.m. – 12:00 p.m. and 1:00 p.m. – 3:30 p.m. for all your motor vehicle needs except for written examinations**
10. **Update regarding North Street Drainage and Paving Project**

RESOLUTIONS:

Resolution 25 – 0143 – To approve the milling and paving of Potomac Court, Tower Hill Drive and Bristol Court from Tilcon Paving at a cost not to exceed \$214,954.00.

Resolution 25 – 0144 – To approve James Farr's Building Inspector Salary at \$110.00 per Hour effective Monday, August 18, 2025.

Resolution 25 – 0145 - To declare surplus and of no value to the Village of Washingtonville the following Department of Public Works equipment and attachments:

1981 – 1989 Ford 4610 Tractor Number BCI4935 - Model Number DA314C – Unit Number 9GI4B

Woods 3 Point Mower – Model Number RM-90 – Serial Number 7421

Triumph Hydro-Clipper – Model Number D2578

Resolution 25 – 0146 – To authorize Mayor Thomas DeVinko to execute the Orange-Ulster BOCES 2025 – 2026 Letter of Agreement for Microfilm Storage services.

PUBLIC COMMENT – NON AGENDA ITEMS:

Resolution 25 – 0147 – EXECUTIVE SESSION: "AS NEEDED"

Resolution 25 – 0148 – RESUMPTION OF MEETING:

Resolution 25 – 0149 – ADJOURNMENT:

***** **AGENDA SUBJECT TO CHANGE** *****

Task # 36836179

Village of Washingtonville NY
9 Fair Lawn Drive, Washingtonville, NY

Status: New			Priority: No
Submitted By	Phone	Email	Address
Sean Hegarty	8454963330	sh9536@hotmail.com	
Type	Area	Room	Class
Taxes	VILLBO	9 Fairlawn dr	Assigned To
Asset	GL Code	Transaction Vendor	Amount \$
Date Created	Date Modified	Resolution	Duration
08/04/2025 7:13 AM		Days Hrs Mins	0 Hrs 0 Mins

Comments:

Upon the announcement of hiring James Farr as the building inspector I have some immediate concerns I was looking to have addressed. Please respond to each question noted below:

- What will his hr wage be compared to the other inspectors?
- Will he receive benefits that Tom said cost \$40,000 per employee?
- You normally state hr wage for hires what will James Farr's hr wage be and is he still going to be paid for engineering (double dipping)?
- It was stated that he is paid \$100/hr for building inspection, is that still accurate and will that be the wage for the full time position?

Please answer at tonights meeting thank you Sean Hegarty ps respond by e-mail and at the village meeting thank you

Notes:

Forwarded on Thu Aug 7 05:52:42 -04:00 2025 to sh9536@hotmail.com

CHAIR
INVESTIGATIONS AND GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES AND COMMISSIONS
FINANCE
INSURANCE
JUDICIARY
LABOR
LOCAL GOVERNMENT



ALBANY OFFICE:
612 LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
45 QUAKER AVE., STE. 202
CORNWALL, NY 12518
OFFICE: 845-567-1270

E-MAIL:
SKOUFIS@NYSENATE.GOV

August 8, 2025

**SENATOR
JAMES SKOUFIS**
42ND SENATORIAL DISTRICT
STATE OF NEW YORK
DEPUTY MAJORITY LEADER FOR
STATE/FEDERAL RELATIONS

Thomas DeVinko
Mayor
Village of Washingtonville
9 Fair Lawn Dr.
Washingtonville, NY 10992

Dear Mayor DeVinko,

Enclosed please find the "Community Resilience, Economic Sustainability, and Technology (CREST) Project Information Sheet" for the Village of Washingtonville grant in the amount of \$150,000. These funds are for costs associated with construction of The Naomi Sewell Richardson Memorial Park and sidewalks. Please return the completed project information sheet to me by September 5th, 2025.

Once we have received the completed project information sheet, we will submit it to New York State Senate Finance. Senate Finance will submit the sheet to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact William Alexander, my Director of Operations, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read "James Skoufis".

James Skoufis
Senator, 42nd District

RECEIVED
AUG 12 2025
BY: A handwritten signature in black ink, appearing to read "John".

**COMMUNITY RESILIENCY, ECONOMIC SUSTAINABILITY, AND TECHNOLOGY PROGRAM
(CREST)
PRELIMINARY APPLICATION**

SECTION 1: GENERAL INFORMATION

A. Project Name:

Project Location(s) (e.g. DASNY campus): Project Address(es) (e.g. 515 Broadway):

B. Organization / Grantee:

Legally Incorporated Name:

Street (not P.O. Box):

City: Zip: County:

Phone: Ext: Fax: E-mail:

Contact Name & Title:

Federal Taxpayer I.D. Charity Reg.# (Non-profits Only):

1. Type of Organization:

Business Corporation Municipal Corporation Other
 State Non-Profit

2. a) Is the organization currently seeking or receiving any other New York State assistance for this project? No Yes

b) Is the CREST Grant a match to receiving the other New York State Assistance? No Yes

If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.

SECTION 2: PROJECT INFORMATION

Note - All projects under CREST must have a useful life of not less than 10 years.

1. Project Purpose - indicate the appropriate project purpose

Arts Educational
 Cultural Parks & Rec
 Athletic Transportation
 Housing Tourism
 Child Care Community Redevelopment

Climate Change Mitigation
 Resiliency
 Environmental Sustainability
 Civic Activities

Projects requiring DED certification:
 Port Development
 Economic Development
 Workforce Training
 Employment Development

Please attach a separate sheet with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant. If multiple project locations and addresses, please list in project description.

2. Project Start Date: _____ **Anticipated Date of Project Completion:** _____

3. Please list the anticipated amount of funding to be received from the CREST Program for this project. Minimum \$50,000.
\$ _____

4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs? <u>If Yes</u> , please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity.	<input type="checkbox"/> No <input type="checkbox"/> Yes
5. Does the Applicant owns the site where the project will be located? <u>If Yes</u> , please provide the deed. <u>If No</u> , please attach a separate sheet describing the control the Applicant has over the Project site and include lease if applicable.	<input type="checkbox"/> No <input type="checkbox"/> Yes
6. Does the applicant plan to occupy 100% of the project facility? <u>If No</u> , attach a schedule explaining the planned occupancy.	<input type="checkbox"/> No <input type="checkbox"/> Yes
7. a. If an organization other than the Grantee will have an interest in the equipment or real property purchased with grant funds, please attach a description of the legal relationship between the grantee and the other organization. b. Will the non-fixed equipment and/or capital assets to be paid for with grant funds be for the sole use of the grantee? <u>If No</u> , please explain.	<input type="checkbox"/> No <input type="checkbox"/> Yes
8. Does the equipment and/or capital assets to be paid for with grant funds have a useful life of not less than ten years. <u>If No</u> , please explain.	<input type="checkbox"/> No <input type="checkbox"/> Yes
9. Does the project require environmental or other regulatory permits? <u>If Yes</u> , please specify type: Have they been secured? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA <u>If No</u> , please specify why:	<input type="checkbox"/> No <input type="checkbox"/> Yes
10. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)? <u>If Yes</u> , please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA
SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING	
1. Has the applicant previously received financing from the sale of tax-exempt bonds for <u>this project</u> ? <u>If Yes</u> , attach a schedule describing the details of such financing.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2. Does the applicant anticipate applying for financing for <u>this project</u> from the sale of other bonds?	<input type="checkbox"/> No <input type="checkbox"/> Yes
3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? <u>If Yes</u> , attach a schedule showing details of such disbursements (date, purpose, payee, etc.).	<input type="checkbox"/> No <input type="checkbox"/> Yes
4. Will the Grantee be utilizing internal labor for any portion of the project? <u>If Yes</u> , attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will <u>not</u> be reimbursed from CREST Grant proceeds.	<input type="checkbox"/> No <input type="checkbox"/> Yes
5. Is the grantee or project location(s) owned or affiliated with a state related entity (e.g. public benefit corporation, entity with governance appointed by Governor of NYS)? <u>If Yes</u> , please attach explanation.	<input type="checkbox"/> No <input type="checkbox"/> Yes

SECTION 4: PROJECT BUDGET

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<u>USE OF FUNDS</u>	<u>SOURCES</u>					<u>TOTAL</u>
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)	
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
Total:		\$ 0.00		\$ 0.00		\$ 0.00

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

Signature of Authorized Officer

Date

Print Name

Title

Print Form



YOU'RE IN THE RUNNING FOR A GRANT. WHAT COMES NEXT?

Congratulations! My office is thrilled to be working with your organization. Here's some helpful info about what you can expect in coming months as your grant request makes its way through State government. **This process can take upward of two years.**

ON OUR END

AWARD LETTER

You'll receive an award letter from my office stating how much money the grant is for, as well as a project description.

INFORMATION SHEET/APPLICATION APPROVAL

Your completed Information Sheet/Application will need internal Senate approval. Once approved, it will go to the Dormitory Authority of the State of New York, also known as DASNY.

DASNY ID NUMBER

DASNY will assign the grant a Project ID Number.

DASNY REVIEW

Once DASNY has confirmed its receipt of the documentation, the project will then go through a separate DASNY-specific internal review process.

GRANT DISBURSEMENT AGREEMENT (GDA)

Once approved, the grantee will be sent a Grant Disbursement Agreement (GDA), which serves as a contract between the State of New York and the grantee, **authorizing the project to begin**. The GDA will detail the expiration date of the project. The grantee must ensure the project is completed by this date to qualify for reimbursement by the State.

ON YOUR END

PROJECT INFORMATION SHEET/APPLICATION

Accompanying the Award Letter will be a Project Information Sheet/Application that must be completed and returned to my district office by the deadline listed.

DASNY DOCUMENTATION

DASNY will send a packet of initial documentation to the grantee, which is to be filled out and returned to DASNY by the deadline listed.

DASNY FOLLOW-UPS

Be sure to respond promptly to any communication from DASNY.

NOTE: IMPORTANT INFORMATION!

It is worth noting that these are **reimbursement grants**, meaning that grantees **must front the money** to complete the project. With the GDA, the State commits to reimburse the grantee once the project is completed, in accordance with the approved plan.

Once you have received your DASNY ID Number, you may proceed with the project at your own risk. **There is no guarantee** that DASNY will release funds until you have a fully executed GDA.



JAMES SKOUFIS

State Senator

PROPOSAL & CONTRACT



TILCON NEW YORK INC.

9 Entin Road
Parsippany NJ 07054

Contact: Cavelle Hacker
Phone: 973-366-7741
Fax: 973-366-8501

Quote To: Washingtonville Job Name: Washingtonville HMA Paving
9 Fair Lawn Dr. Date: 08.07.2025
Washingtonville, NY 10992
Phone: 845.496.3321 Revision Date:
Fax:
Att: Jim Farr

QQ Proposal Washingtonville
2025 HMA Milling & Paving

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
404.1271	12.5F1 Top Course, 70 Series Comp. (Potomac Ct.)	270.00	TON	91.75	24,772.50
490.30	Miscellaneous Cold Milling (Potomac Ct.)	2,333.00	SY	4.00	9,332.00
404.1271	12.5F1 Top Course, 70 Series Comp. (Plymouth Ct.)	340.00	TON	91.75	31,195.00
490.30	Miscellaneous Cold Milling (Plymouth Ct.)	2,927.00	SY	4.00	11,708.00
404.1271	12.5F1 Top Course, 70 Series Comp. (Bristol Ct.)	260.00	TON	91.75	23,855.00
490.30	Miscellaneous Cold Milling (Bristol Ct.)	2,245.00	SY	4.00	8,980.00
404.1271	12.5F1 Top Course, 70 Series Comp. (Towerhill Dr.)	850.00	TON	91.75	77,987.50
490.30	Miscellaneous Cold Milling (Towerhill Dr.)	6,781.00	SY	4.00	27,124.00

GRAND TOTAL **\$214,954.00**

NOTES:

NOTES:

The above prices exclude: Traffic Control/Flagmen, Prime Coat, Temporary Pavement, Layout, Bonds, Additional Insurance, Raising of New or Existing Hardware and Lighting for Nighttime Operations.

*Prices also exclude handwork/patching associated with minor road widening or curb/barrier construction.

*Prices are based on the posted asphalt index of \$610.00/Ton and may be adjusted in accordance with NYSDOT 2008 Standard Specification; Section 698-3.0

CONTRACT TERMS AND CONDITIONS

Our price excludes the following: Permits, fees, etc.; engineering stakeout; topsoiling, seeding and mulching; permanent pavement markings; utility adjustments; clearing and grubbing; sediment and erosion control; sweeping; sawcutting; maintenance of traffic; Unless otherwise specified, all permits, bonds, etc. are to be obtained by the Owner.

Tilcon New York Inc. cannot guarantee drainage off of pavement if slope is less than two percent (2%). Any work done after paving because of this condition will be extra to the contract. Also, drainage at driveway openings must be checked by Owner before construction begins, we are not responsible for any backpitch due to resurfacing of the roadway.

If soft grade is encountered, the Owner will be notified of the fact that certain equipment will be necessary for removal of unsuitable material. The method of extra payment for excavating and replacement of material will be resolved before removal begins. Subgrade to be approved by Owner prior to Tilcon New York Inc. commencing work. Tilcon New York Inc. will not be held responsible for grass and weed control before and after paving.

Scheduling

Work is to be scheduled with the Operations Manager of Tilcon New York Inc. Unless a time for performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements, and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

Retainage

This proposal is based on no retainage being withheld.

Payment

Payment to be made in full as per terms below. Payment is not to be based upon any payment made by the Town or Governing body.

Prices are valid for the Current Construction Season only and are based on one (1) mobilization.

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made and the stated unit prices on the actual quantities of work performed by the Company as determined upon completion of the work.

Payment in full for all work performed hereunder during any month shall be made no later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made no later than thirty (30) days after the completion of such work. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If, for causes beyond our control, our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

Asphalt Cement Adjustment

In the event asphalt petroleum price increase from the current price posted at the start of the project, it will be our responsibility to advise you prior to the placement, of any increase in the contract price.

Contract Changes

Any deviations from the specifications or modifications of the terms of this contract any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

Insurance

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

Work Area

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation. Cleanup of other contractors' debris is not the responsibility of Tilcon New York Inc.

Liability

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways or other improvements located within our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or materials not furnished and installed by us, whether or

not such failure to inadequacy was or could have been known at the time our work was undertaken.

You agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract.

ACCEPTANCE

If the foregoing meets your approval, kindly sign and return one copy.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of Tilcon New York Inc.

Work shall not begin until a credit application has been submitted and approved.

TILCON NEW YORK INC.

CONTRACTOR

By:

(Signature)

By:

(Signature)

Donald Moore / Vice President

(Print Name & Title)

(Print Name & Title)

(Date)

(Date)

UPON RECEIPT, IT IS UNDERSTOOD THE FOREGOING WILL CONSTITUTE THE FULL AND COMPLETE AGREEMENT BETWEEN US.

ADMINISTRATION

Deborah McBride Heppes
Chief Operating Officer

Kerri B. Stroka
Deputy Superintendent

Mark P. Coleman
Assistant Superintendent
Finance and Management Services

**BOARD MEMBERS**

Eugenia S. Pavel, President
William M. Boss, Vice-President
Michael Bello
Lawrence E. Berger
Martha Bogart
David Eaton
Edwin A. Estrada

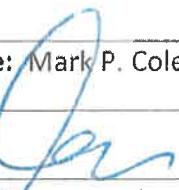
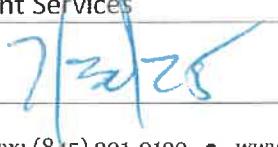
Sharleen Depew
Clerk of the Board

**Orange-Ulster BOCES Letter of Agreement
2025-2026**

**Description of Service: Microfilm Storage
Co-Ser: 643-7012-643-230**

Client: Village of Washingtonville	Orange-Ulster BOCES (OUB)
Contact/Title: Thomas DeVinko Mayor	Contact/Title: Catherine Sherlock Information Processing Manager
Address/Telephone/E-mail: 9 Fairlawn Drive Washingtonville, NY 10992 845-496-3221 Mayor@washingtonville-ny.gov	Address/Telephone/E-mail: 4 Harriman Drive Goshen, NY 10924 845-781-4363 x 10746 Catherine.sherlock@ouboces.org

Orange-Ulster BOCES (OUB) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Client will pay OUB for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions and Schedules.

Client:	OUb:
Print Name:	Print Name: Mark P. Coleman
Signature:	Signature: 
Title:	Title: Assistant Superintendent for Finance and Management Services
Signing Date:	Signing Date: 

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement:

1. **Term.** The term of this Agreement shall commence on the date of Client's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that OUB continues to hold Deposits (which are defined as 16mm or 35mm microfilm in labeled canisters) after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from OUB facility, except that OUB may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by OUB upon thirty (30) days' written notice.
3. **Storage Volume.** Client acknowledges that the rates and charges on Schedule A have been offered by OUB on the basis of Client's agreement to maintain its storage levels with OUB at no less than eighty percent (80%) of the storage levels maintained by Client during the immediately preceding three (3) month period, excluding any Deposits destroyed by OUB at Client's request.
4. **Client Instructions.** Client warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with their Agreement. OUB will perform services pursuant to the reasonable direction of Client's agent(s) identified pursuant to OUB standards. Authority granted to any persons on standard authorization forms shall constitute Client's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone, or in writing (fax, email, or hard-copy). Client releases OUB from all losses, damages and liability by reason of the destruction of materials pursuant to Client's authorization.
5. **Operational Procedures.** Client shall comply with OUB reasonable operational requirements, as modified from time to time, regarding canisters, canister integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Client will pay at OUB overtime rates, provided Client consents to such costs in advance.
6. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, or other causes beyond its reasonable control.
7. **Governmental Orders.** OUB is authorized to comply with any subpoena or similar order related to the Deposits, at Client's expense, provided that OUB notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. OUB will cooperate with Client's efforts to quash or limit any subpoena, at Client's expense.

8. **Confidentiality.** “Confidential Information” means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules, and OUB processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party’s written consent. OUB shall not implement and maintain reasonable safeguards designed to protect Client’s Confidential Information.
9. **Limitation of Liability.**
 - a. **Liability for Loss or Damage to Deposits.** OUB shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from OUB negligence. If liable, the amount of OUB liability is limited as provided on the first page hereof. Deposits are not insured by OUB against loss or damage, however caused. Client may insure Deposits through third-party insurers for any amount. Client shall cause its insurers of Deposits to waive any right of subrogation against OUB. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
 - b. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, OUB shall not be liable for any loss or default unless such loss or default is due to the negligence of OUB. If liable, the amount of OUB liability is limited as provided on the first page hereof. OUB shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of OUB.
 - c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for the loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
10. **ITAR/EAR Compliance.** Client represents that none of the Deposits stored by OUB pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Client’s Deposits do contain such information, Client shall notify OUB of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless OUB shall have explicitly agreed in writing, OUB performance of services shall not cause OUB to be deemed a “custodian” of the records or “designee” of Client under state or federal law with respect to such records.
12. **Notice of Loss.** When Deposits have been lost, damaged, or destroyed, OUB shall, upon confirmation of the event, report the matter in writing to the Client.
13. **Client Default.** If Client fails to pay OUB charges (other than disputed charges) within sixty (60) days after the date of an invoice, OUB may suspend service. If Client fails to pay OUB charges (other than disputed charges) for six (6) months or longer, OUB may securely destroy Deposits, provided OUB shall have provided ninety (90) days’ written notice to Client, Client shall pay OUB standard price for such secure destruction. A final notice will be sent to Client ten (10) days prior to secure destruction of the Deposits.

OUN shall have other rights and remedies as may be provided by law. In the event OUN takes any actions pursuant to this Section, it shall have no liability to Client or anyone claiming by or through Client.

14. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).
15. **Safe materials and Premises.** Client shall not store with OUN or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Client shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Client warrants that it shall only place paper-based materials in the shredding bins. Client shall reimburse OUN for damage to equipment or injury to personnel resulting from Client's breach of this warranty.
16. **Purchase Orders.** OUN will accept the P.O. in advance for yearly service.
17. **Miscellaneous.** Client will box canisters in cubic foot cartons and label appropriately prior to being picked up by the OUN Records Management Specialists. The content index will be included with the prepared boxes for transportation. The Client will provide the labor for loading the documents into the transport vehicle.

Schedule A

Orange Ulster BOCES Cost for Standard Services

DESCRIPTION	COST
Climate Controlled Storage	\$ 1.00 per roll of film per month
Verify Client Created Content List	\$ 0.00 (included in roll of film cost)
OUN Records Management Specialist time for retrieval and emailed documents per request	\$47.50 per hour (one hour minimum)

Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUN Transit Time for pickup & delivery (from OUN and back to OUN)	\$47.50 per hour (one hour minimum)
Mileage - pickup and delivery from OUN back to OUN	\$.70 per mile (rate 2025)
Tolls if applicable	(current NY State Toll fee)
OUN Verification of Contents against Client Content List upon arrival at OUN and report back to client	\$47.50 per hour each OUN Records Management Specialist
OUN Packing and Indexing Contents	\$47.50 per hour each OUN Records Management Specialist

Washingtonville Village of	# OF ROLLS	2025-2026
	9 rolls x \$1.00 = \$9.00	Yearly Cost: \$108.00