

Town Clerk's Office

MEMORANDUM

To: Town Board

From: Erin Trostle

Date: February 12, 2026

Re: Draft minutes of the February 3, 2026 Town Board meeting

Please review the attached.

MINUTES OF THE FEBRUARY 3, 2026 MEETING OF THE TOWN BOARD OF THE TOWN OF POUND RIDGE HELD AT 179 WESTCHESTER AVENUE, POUND RIDGE, NEW YORK, AND VIA ZOOM VIDEOCONFERENCE, COMMENCING AT 7:30 PM

PRESENT: SUPERVISOR KEVIN HANSAN
DEPUTY SUPERVISOR/COUNCILPERSON DIANE BRIGGS
COUNCILPERSON ALISON BOAK
COUNCILPERSON NAMASHA SCHELLING
COUNCILPERSON DANIEL PASCHKES

ALSO

PRESENT: TOWN ATTORNEY WILLIAM HARRINGTON (via videoconference)
TOWN CLERK ERIN TROSTLE

I. CALL TO ORDER OF REGULAR MEETING

Supervisor Hansan called the meeting to order at 7:35 pm.

II. CALL FOR EXECUTIVE SESSION

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, all voting aye, to call for an executive session at 6:30 pm on February 17, 2026 for a legal discussion regarding the acquisition of open space.

III. ANNOUNCEMENTS

- The spring and summer Recreation Department brochure is now posted online, and program registration is open for residents.
- The Pound Ridge Historical Society is seeking volunteers to serve as trustees.
- There are also open seats on several town boards and commissions. Interested residents should submit a resume and brief letter of interest to Nicole Engel at chiefstaff@townofpoundridge.gov.

IV. MINUTES

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Schelling, all voting aye, to approve the minutes of the January 20, 2026 Town Board meeting.

V. PUBLIC COMMENT I

Resident John McCown inquired about the status of an agreement with Aquarion to provide water to the proposed water district.

Supervisor Hansan explained that the State Comptroller must approve district formation before such an agreement can be finalized.

**MINUTES OF THE MEETINGS OF THE TOWN BOARD
TOWN OF POUND RIDGE
POUND RIDGE, NY
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VI. NEW BUSINESS

A. Building Department – Resignation of Nick Colello

RESOLUTION 30-26

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak on the following:

RESOLVED, that the Town Board hereby accepts the resignation of Nick Colello as Assistant Building Inspector effective February 6, 2026.

ADOPTED: Boak AYE
 Briggs AYE
 Hansan AYE
 Paschkes AYE
 Schelling AYE

B. Highway Department – Appointment of Vinnie Duffield

RESOLUTION 31-26

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak on the following:

RESOLVED, that the Town Board hereby appoints Vinnie Duffield Interim Highway Superintendent effective February 4, 2026 through March 31, 2026.

ADOPTED: Boak AYE
 Briggs AYE
 Hansan AYE
 Paschkes AYE
 Schelling AYE

C. Police Department

1. Promotion of Police Office Nick Fusco

RESOLUTION 32-26

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Schelling on the following:

RESOLVED, that the Town Board hereby approves the promotion of Police Officer Nick Fusco to the rank of Sergeant.

ADOPTED: Boak AYE
 Briggs AYE
 Hansan AYE
 Paschkes AYE
 Schelling AYE

**MINUTES OF THE MEETINGS OF THE TOWN BOARD
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2. Resignation of Police Officer Richard Arzon

RESOLUTION 33-26

Board Action: Motion by Councilperson Boak, seconded by Councilperson Schelling on the following:

RESOLVED, that the Town Board hereby accepts the resignation of Police Officer Richard Arzon.

ADOPTED: **Boak** **AYE**
 Briggs **AYE**
 Hansan **AYE**
 Paschkes **AYE**
 Schelling **AYE**

3. Appointment of Robert Gorman, Jeremy Cartica, and Robert Sormani

RESOLUTION 34-26

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Briggs on the following:

RESOLVED, that the Town Board hereby appoints Robert Gorman, Jeremy Cartica, and Robert Sormani as part-time police officers effective immediately.

ADOPTED: **Boak** **AYE**
 Briggs **AYE**
 Hansan **AYE**
 Paschkes **AYE**
 Schelling **AYE**

D. Recreation Department

1. Waiver of Conant Hall fees for Woofstock

RESOLUTION 35-26

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Paschkes on the following:

RESOLVED, that the Town Board hereby waives the rental fee and deposit for Conant Hall for a Woofstock fundraiser to be held on April 25, 2026.

**MINUTES OF THE MEETINGS OF THE TOWN BOARD
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ADOPTED: **Boak** **AYE**
 Briggs **AYE**
 Hansan **AYE**
 Paschkes **AYE**
 Schelling **AYE**

2. Permission to apply for NYS Municipal Parks and Recreation Grants

RESOLUTION 36-26

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Paschkes on the following:

RESOLVED, that the Town Board hereby authorizes the Grants Coordinator to apply for New York State Municipal Parks and Recreation Grants for improvements to the Town Park and Conant Hall.

ADOPTED: **Boak** **AYE**
 Briggs **AYE**
 Hansan **AYE**
 Paschkes **AYE**
 Schelling **AYE**

E. Town Clerk – Notification regarding Dispensary License Renewal

Resident John Nathan said he believes the initial application by SMMB, Inc. for a dispensary license was faulty and that therefore the license cannot be renewed.

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak to call for a public hearing at 7:30 pm on February 17, 2026 to receive comments on an application by SMMB, Inc. to renew its license to operate the Purple Plains cannabis dispensary at 32 Westchester Avenue.

F. Conservation Board – Repair Café banners

RESOLUTION 38-26

Board Action: Motion by Councilperson Boak, seconded by Councilperson Briggs on the following:

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RESOLVED, that the Town Board hereby approves the Conservation Board's request to hang banners in the business district promoting the Repair Café beginning on March 3, 2026.

ADOPTED: **Boak** **AYE**
 Briggs **AYE**
 Hansan **AYE**
 Paschkes **AYE**
 Schelling **AYE**

G. Planning Board

1. Resignation of Kelly MacMillan

RESOLUTION 39-26

Board Action: Motion by Councilperson Boak, seconded by Councilperson Briggs on the following:

RESOLVED, that the Town Board hereby accepts the resignation of Kelly MacMillan as a member of the Planning Board.

ADOPTED: **Boak** **AYE**
 Briggs **AYE**
 Hansan **AYE**
 Paschkes **AYE**
 Schelling **AYE**

2. Return of unused escrow

RESOLUTION 40-26

Board Action: Motion by Councilperson Boak, seconded by Councilperson Briggs on the following:

RESOLVED, that the Town Board hereby approves the return of an unused Planning Board escrow for 227 Honey Hollow Road in the amount of \$6,237.50 to Avoric Denver Real Estate LLC, 41 Washington Avenue, Unit 1, Greenwich, CT 06830.

ADOPTED: **Boak** **AYE**
 Briggs **AYE**
 Hansan **AYE**
 Paschkes **AYE**
 Schelling **AYE**

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V. PUBLIC COMMENT II

There were no further comments from members of the public.

VI. FINANCIAL MATTERS – Pay bills

RESOLUTION 41-26

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Shelling, on the following:

RESOLVED, that the Town Board hereby authorizes the Supervisor to pay the following claims as detailed in Abstract 02-2026:

Fund	Claim Numbers	Total Amount
General Fund	A00114–A00146	\$36,758.18
Highway Fund	D00028–D00040	\$79,619.81
Trusts & Agency Fund	AT00014	\$6,237.50

ADOPTED: Boak AYE
Briggs AYE
Hansan AYE
Paschkes AYE
Schelling AYE

VII. ADJOURNMENT: There being no further business to come before the Board, Supervisor Hansan adjourned the meeting at 8:07 pm.

Erin Trostle, Town Clerk
Dated at Pound Ridge, New York
February 12, 2026

Town of Pound Ridge

Office of the Town Clerk

Town Clerk
Erin D. Trostle
townclerk@townofpoundridge.gov
914-764-5549



Deputy Town Clerk
Joshua M. Hayes
deputyclerk@townofpoundridge.gov
914-764-5212

NOTICE OF PUBLIC HEARING
REGARDING AN APPLICATION BY SMMB, INC.
TO RENEW ITS RETAIL DISPENSARY LICENSE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Pound Ridge will hold a public hearing on February 17, 2026, commencing at 7:30 pm, or as soon thereafter as time allows, to provide an opportunity for public comment on an application by SMMB, Inc. to renew its license to operate the Purple Plains cannabis dispensary at 32 Westchester Avenue in Pound Ridge.

The New York State Cannabis Control Board (CCB) is the entity that determines whether retail dispensary licenses are renewed. Both the town and members of the public may submit comments regarding the license renewal application to the CCB.

Members of the public may submit comments directly to the CCB via email to info@cannabis.ny.gov. The public may also offer comments at the public hearing.

Input received during the public hearing may influence comments submitted by the town to the CCB; however, the town is not obliged to report on the input it receives. Furthermore, although the town is permitted to submit comments to the CCB, it is not required to do so.

The public may attend the February 17 Town Board meeting either in person at the Town House or remotely. Those wishing to view the meeting remotely may access the video livestream at <https://vimeo.com/event/2423847>.

Those wishing to join the meeting via videoconference in order to offer comments at the public hearing must register by 12:00 noon on Tuesday, February 17, 2026. Email townclerk@townofpoundridge.gov or deputyclerk@townofpoundridge.gov to receive Zoom information.

Please note that comments will be limited to three (3) minutes each.

Erin D. Trostle, Town Clerk
Dated at Pound Ridge, New York
February 6, 2026

Memo

To: Town Board
From: Steven Conti
Date: 2/13/2026
Re: WMOA Event

I respectfully request authorization for the approval of the agreement with Rockrimmon Country Club as the venue for the Westchester Municipal Officials Association meeting hosted by the Town of Pound Ridge. This requires a budget transfer from 1.1990.400 (Contingency) for \$3,000 to budget line 1.1920.409.

MEMORANDUM

To: Town Board
From: Joseph Calandrella, Town Assessor
Date: February 5th, 2025
Re: Grievance Day change

For the purposes of availability, our Grievance day should be adjusted from the 3rd Tuesday in June to the 3rd Wednesday in June. As per NYS law, if an Assessor is in the position for more than one Municipality, we have obligation to make the position available to the public by changing the date, as per the attached Law. This does not hinder homeowners from a timely filing, and instead creates an extra day for residents to file the proper Grievance paperwork.

12/23/2025 12:54PM, the Laws database is current through 2025 Chapters 1-713

Real Property Tax

§ 512. Hearing of complaints. 1. Beginning on the fourth Tuesday of May, or such other date as is established by city charter, county charter, county tax act or other special law, and so many days thereafter as the board of assessment review deems necessary, such board shall meet to hear complaints in relation to assessments.

1-a. The governing body of an assessing unit which employs an assessor who is at the same time employed by another assessing unit may adopt a local law establishing a date for the meetings of the board of assessment review other than that provided in subdivision one of this section. The date or first date so established may be no earlier than the fourth Tuesday in May and no later than the second Tuesday of June. Such local law shall remain in effect until rescinded or superseded by subsequent local law. A copy of any local law adopted pursuant to this subdivision shall be filed with the clerk of the city or town and with the commissioner in addition to the other filings required by law. In the event no local law is adopted pursuant to this subdivision, the board of assessment review shall meet to hear complaints as prescribed in subdivision one of this section.

2. The persons entitled to file complaints in relation to assessments with the board of assessment review, the time and manner of filing such complaints and the grounds for administrative review of assessments shall be governed by section five hundred twenty-four of this article.

3. At the meeting of the board of assessment review to hear complaints in relation to assessments brought before it, such board shall have all of the powers and duties prescribed by title one-A of this article and by any other law. The board of assessment review may adjourn from time to time for the purpose of hearing complaints.

* 4. Notwithstanding any local law to the contrary, where the real property is residential in whole or in part and all or part is occupied by a renter whose interest or interests are described in section three hundred four of this chapter, the owner and/or any such renter or organization consisting solely of such renters may file a complaint pursuant to this section and be entitled to all legal rights contained in this section. A complaint by such renter or organization shall be deemed a complaint on the assessment of the entire real property.

* NB (Effective pending ruling by Commissioner of Internal Revenue)

MEMORANDUM

To: Town Board
From: Joseph Calandrella, Town Assessor
Date: January 27, 2026
Re: Valuation Day change for Assessment Roll to May 1st

Our current Valuation Date is July 1st of the prior year (for this matter, our 2026 Assessment Roll values are based upon a value of a property as if it were July 1st, 2025). It is best practice to create value for permits and Assessment adjustments close to the most recent date by making the values reflective of May 1st of the same year, which is applied to our June 1st Tentative Assessment Roll. This will also aide in defense of our values in a growing market similar to the last 4 years by being able to utilize sales as present-date as the law allows. The valuation date is a perfect snap-shot of what our town's market is within recent months. The majority of non-revaluation towns are on the same schedule of May 1st, as those towns do not have a cyclical revaluation. This puts both our Valuation date and Taxable Status date in line with our Tentative Assessment roll every June 1st, creating proper uniformity.

Sec. 283.141. Date of taxable status; time for filing complaints or applications for change in assessment.

1. The date of taxable status for the purpose of determining the exempt or nonexempt character of property on any annual assessment roll shall be June 1. Any town may, subject to the approval of its local legislative body, elect to have a taxable status date to be May 1. Any town electing to use the May 1 taxation date pursuant to this subdivision shall notify the Westchester County Department of Finance within 30 days of such action. Nothing in this subdivision is intended to affect any other provision of this chapter.
2. All applications or statements regarding complaints with respect to the assessment roll must be filed with the assessors or the board of review, as the case may be, not later than the third Tuesday in June, except that any such complaint may be accepted by the assessors or board of review at any adjourned hearing.
3. Any town may, subject to the approval of its local legislative body, elect the valuation date to be the same as the valuation date used by the New York State Office of Real Property Tax Services or any successor agency for Equalization Rate purposes to value the real property within said town. Any town electing to use the valuation date used by the New York State Office of Real Property Tax Services or any successor agency as the valuation date pursuant to this subdivision shall notify the Westchester County Department of Finance within 30 days of such action. Nothing in this subdivision is intended to affect any other provision of this chapter.

(Added as § 534-a by the Laws of 1962, Ch. 386; amended by L.L. No. 3-2004; L.L. No. 6-2006; L.L. No. 3-2008, § 1)



February 5, 2026

To: Kevin Hansan, Town Supervisor and Town Board

From: Christeen CB Dür, Grants Coordinator

Re: SEQRA Resolutions for Parks & Recreation Grant Applications & Projects

Dear Kevin and Members of the Town Board,

The NYS Office of Parks, Recreation and Historical Preservation announced a new grant opportunity for Municipal Parks and Recreation Projects due February 9.

Based on the guidance from Andrea Russo, our Recreation Superintendent and your approval on February 3, I am submitting 2 applications, 1 for our Town Park- a new filtration system for our existing pools-kiddie, recreation and competition and a renovation and repaving of our 2 existing tennis courts and a 2nd application for a new roof for Conant Hall. One application per location is allowed.

As part of the grant application process for these projects, I am requesting your approval of the following resolutions and supporting SEQRA documents at your February 17, 2026 meeting so we can move forward if grants are awarded.

1. Approval of Resolution Repair/In -Kind Replacement of Various Town Park Facilities as a Type II Action Pursuant to SEQRA
 - a. New pool filtration system for 3 existing pools
 - b. Repair & repaving of 2 tennis courts
2. Approval of Resolution Classifying Conant Hall Roof Replacement as a Type II Action Pursuant to SEQRA.
 - a. The application for a Letter of Appropriateness from the Landmarks Commission is in process. Mr. Ed Forbes, Landmarks Chair, has expressed support of our grant application for a new roof for Conant Hall.

Thank you for your consideration and support.

Christeen

RESOLUTION NO _ OF 2026

RESOLUTION CLASSIFYING IN-KIND REPLACEMENT OF VARIOUS TOWN PARK FACILITIES PROJECT AS A TYPE II ACTION PURSUANT TO STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) SECTION 617.5 SUBDIVISION C

TOWN OF POUND RIDGE TOWN BOARD

WHEREAS, the Town of Pound Ridge intends to replace the pool infiltration system for three existing pools and the surfaces of two existing tennis courts ("Project") at a municipal park property located at 199 Westchester Avenue, Pound Ridge, New York; and

WHEREAS, the Project consists of replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site; and

WHEREAS, Title 6 of the New York Code of Rules and Regulations (6 NYCRR) Section 617.5 under the State Environmental Quality Review Act (SEQRA) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

WHEREAS, Title 6 of the New York Code of Rules and Regulations Part 617 Section 5 Subdivision (c) Paragraph (2) identifies the "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes" as an action not subject to environmental review under the Environmental Conservation Law;

NOW, THEREFORE, BE IT:

RESOLVED that the Town of Pound Ridge hereby determines that the Project is a Type II action in accordance with 6 NYCRR Section 617.5(c)(2) and is therefore not subject to further review under the Environmental Conservation Law.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

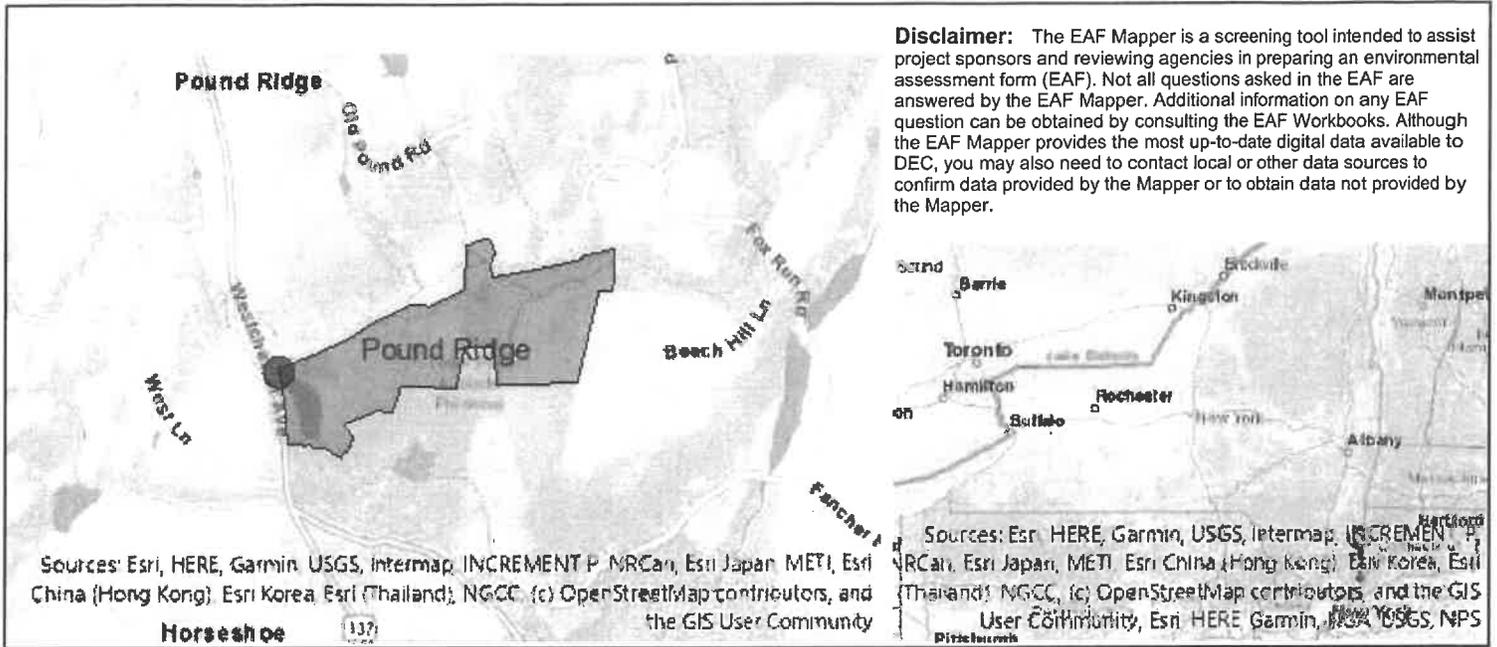
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information.			
Name of Action or Project: Repair/In-Kind Replacement of Various Town Park Facilities			
Project Location (describe, and attach a location map): 199 Westchester Avenue, Pound Ridge, NY 10576			
Brief Description of Proposed Action: This project consists of the repair and/or in-kind replacement of existing facilities at the Town Park. Facilities to be repaired/replaced include the pool infiltration system for three existing Town pools and the surfaces of two existing Town tennis courts. All work will take place in existing disturbed areas.			
Name of Applicant or Sponsor: Town of Pound Ridge		Telephone: (914) 764-5511 E-Mail: supervisor@townofpoundridge.gov	
Address: 179 Westchester Avenue			
City/PO: Pound Ridge		State: NY	Zip Code: 10576
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Municipal Parks and Recreation (MPR) Grant Program (anticipated), Building Permits			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			33.9 acres 0.1 acres 69.71 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____			
N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____			
N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Bog Turtle
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

RESOLUTION NO _ OF 2026

RESOLUTION CLASSIFYING CONANT HALL ROOF REPLACEMENT PROJECT AS A TYPE II ACTION PURSUANT TO STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) SECTION 617.5 SUBDIVISION C

TOWN OF POUND RIDGE TOWN BOARD

WHEREAS, the Town of Pound Ridge intends to replace the roof of Conant Hall (“Project”), an existing structure at a municipal property located at 257 Westchester Avenue, Pound Ridge, New York; and

WHEREAS, the Project consists of replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site; and

WHEREAS, Title 6 of the New York Code of Rules and Regulations (6 NYCRR) Section 617.5 under the State Environmental Quality Review Act (SEQRA) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

WHEREAS, Title 6 of the New York Code of Rules and Regulations Part 617 Section 5 Subdivision (c) Paragraph (2) identifies the “replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes” as an action not subject to environmental review under the Environmental Conservation Law;

NOW, THEREFORE, BE IT:

RESOLVED that the Town of Pound Ridge hereby determines that the Project is a Type II action in accordance with 6 NYCRR Section 617.5(c)(2) and is therefore not subject to further review under the Environmental Conservation Law.

Short Environmental Assessment Form

Part 1 - Project Information

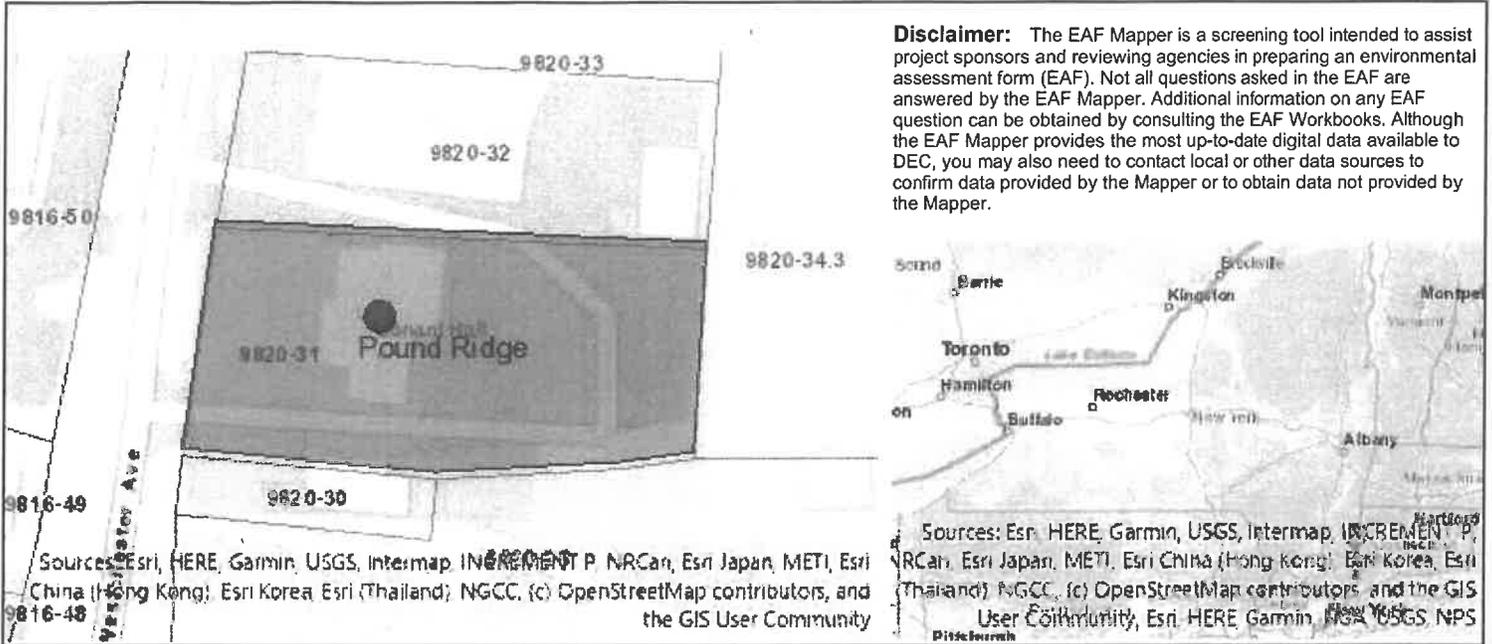
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Conant Hall Roof Replacement			
Project Location (describe, and attach a location map): 257 Westchester Avenue, Pound Ridge, NY 10576			
Brief Description of Proposed Action: The project consists of the replacement/repair of the existing Conant Hall roof.			
Name of Applicant or Sponsor: Town of Pound Ridge		Telephone: (914) 764-5511 E-Mail: supervisor@townofpoundridge.gov	
Address: 179 Westchester Avenue			
City/PO: Pound Ridge		State: NY	Zip Code: 10576
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Municipal Parks and Recreation (MPR) Grant Program (anticipated), Building Permits			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.25 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		2.316 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, <ul style="list-style-type: none"> a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan? 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	<input checked="" type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A	NO	YES	<input checked="" type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A	NO	YES	<input checked="" type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Bog Turtle
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Kevin Hansan

Supervisor

Town of Pound Ridge

The Town House

179 Westchester Avenue

Pound Ridge, New York 10576

Dear Kevin:

Happy New Year. Landmarks has a busy year planned to mark our 50th year of service to sustaining the community's heritage.

In that spirit, I'm happy to write to you to express the Commission's support of the town's effort to seek funding to replace the roof at Conant Hall. Christeen Dur has been in touch about the possibility of grant funding from Albany and, in turn, we connected her with leadership at the Pound Ridge Library, with whom we worked in late 2023 to facilitate approval of a Certificate of Appropriateness for a new roof. Christeen's plan to replace Conant's extant cedar-shake roof with like shingles is what the Commission would recommend, though with a caution that cedar-shake rooves no longer have the same decades-long durability they once did. But, given Conant's prominence in the Hamlet — as was the case for the Library — we believe a new shake roof is the most appropriate course.

Should our effort to secure funding for the project prove successful, the Commission will be ready to work with Christeen to see through a speedy Certificate of Appropriateness process.

All my best, as ever —

Ed

Edward J. Forbes

Chairman, Town of Pound Ridge Landmarks and Historic District Commission

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date:

Re: Day Camp Trips/Entertainers

The Recreation Department is requesting approval to book and pay deposits for 2026-day camp trips (ONLY for 5th & 6th Graders each camper pays \$100 for each trip, separately from camp fee), and entertainers. This is within the day camp budget. Please find below a list of dates, and pricing for each trip and entertainer. Camp trips are based off of 70 campers and 8-10 adults. Camp trip registration closes on June 1 and Melissa will update vendors accordingly and prices will decrease.

1. Thursday July 9, Macaroni the Clown (Entertainer), \$275
2. Friday July 10, Dave and Busters Trip, Total= \$2,573.06 for 70 campers and 8 adults. Deposit \$1,000. Price will adjust.
3. Thursday July 16, Grit Ninja (entertainer), Deposit \$618, Total= \$2,472
4. Friday July 17, Boundless Adventure, Trip Total= \$3,150 for 70 campers and 8 adults. Deposit \$500. Price will change because numbers will not be as high.
5. Tuesday July 21, New York Boulders Baseball Game, Trip, Total = \$1,260 for 70 campers and 8-10 adults. Deposit \$500. Price will change because numbers will not be as high.
6. Thursday July 23, Laser Tag (entertainer), Total = \$1,325
7. Thursday July 30, Carnival Day (entertainer), Total = \$ 3,056.25
8. Friday July 31, Splash Down, Trip Total = \$2,775.00 for 70 campers 8 adults.
Deposit 25% \$693.75

Sincerely,
Andrea Russo
Superintendent of Recreation & Parks



250 E. Main Street, Jefferson Valley, NY 10535

Event

Today's Date	Day of Event
2/4/2026	Thursday
Hours of Event	Date of Event
10:00-2:00 pm	07/30/2026

Store Hours: Monday - Friday
 10:00am-5:00pm

To
Camp Poundridge 199 Westchester Ave Poundridge, NY 10576

Additional Information
Location: On Premises Camp Carnival Day Melissa Farella (mfarella@townofpoundridg Jeff Nurenberg (poundridgecamp@gmail.com)

Delivery Date/Time
07/30/2026

Invoice #
2026-29099
Salesperson
John/Pauline

Contact Person	Phone	Cell Phone	P.O. #
Andrea Russo	914-764-3987	c#914-916-0613	

QTY	Description	Amount
	Tax Exempt	0.00
	Total Amount of This Invoice	3,056.25
	Dear Andrea Here is the Contract that you have requested. Let me know if you would like to move forward with this contract. A Signed Copy of this contract MUST be returned to our office by email. A returned signed invoice is Confirmation that all elements of this invoice is correct. Items are not guaranteed until a signed invoice and deposit have been received. A 50% deposit in the amount of \$1528.13 is required to secure your date and equipment. The balance is due prior to the event. Please note if you wish to pay by Credit Card, we only accept credit card payments through our KEY BANK email portal or checks. The link for payment will be sent under separate cover. The email address will be from funtimeamusements@corecommerce.com If there is any additional information needed, please feel free to contact me. Regards, John Iorio	
	Balance Due Is Shown In Total Below	0.00

Total \$3,056.25

Please pay from this invoice. All sales and rentals final. Deposits are non refundable. Signature _____	Terms	Payment Due
	Standard	2/25/2026



250 E. Main Street, Jefferson Valley, NY 10535

Event

Today's Date	Day of Event
2/4/2026	Thursday
Hours of Event	Date of Event
10:00-2:00 pm	07/30/2026

Store Hours: Monday - Friday
 10:00am-5:00pm

To
Camp Poundridge 199 Westchester Ave Poundridge, NY 10576

Additional Information
Location: On Premises Camp Carnival Day Melissa Farella (mfarella@townofpoundridg Jeff Nurenberg (poundridgecamp@gmail.com)

Delivery Date/Time
07/30/2026

Invoice #
2026-29099
Salesperson
John/Pauline

Contact Person	Phone	Cell Phone	P.O. #
Andrea Russo	914-764-3987	c#914-916-0613	

QTY	Description	Amount
1	Blue Marble Wave Water Slide (CLIENT SUPPLIES WATER AND HOSE) - with Supervision - Dimensions: 19'L x 14'.6"W x 33'H	850.00T
1	Polar Bear Extreme Artic Adventure Obstacle Course - with Supervision - Dimensions: 43'L x 45'W x 19'H	1,575.00T
1	4 Player Wrecking Ball - with Supervision	950.00T
	Client to provide staff for the following: 8 Carnival Games (listed below)	0.00T
1	Frog Fling Rental with Launcher, Mallet, Can & 2 Frogs - \$50.00 - No Charge	0.00T
1	Plinko Midway Game Rental w/3 Discs - \$50.00 - No Charge	0.00T
1	Mickey Toss Rental w/3 Hula Hoops & Base - \$25.00 - No Charge	0.00T
1	Deluxe Tip Cats w/4 beanbags - \$100.00 - No Charge	0.00T
1	Duck Toss Game Rental with base and 3 bean bags - \$50.00 - No Charge	0.00T
1	Basketball Toss Rental with two mini basketballs - \$25.00 - No Charge	0.00T
1	Milk Can Rental w/2 Softballs - \$25.00 - No Charge	0.00T
1	Roller Bowler w/ball and track - \$50.00 - No Charge	0.00T
4	8 Foot Tables - \$15 each - No Charge	0.00T
4	Table Cloth for 8' Table - \$15.00 each - No Charge - BLACK Linens	0.00T
1	5' Kids High Striker with mallet (For 10 year olds and younger)	75.00T
5	Gas-Powered Generator Rental (Bring Gates to Surround Generators)	625.00T
	Subtotal	4,075.00
	WRAPS Discount (25%)	-1,018.75

Total

Terms	Payment Due
Standard	2/25/2026

- 24 BLASTERS
- 16 BUNKERS *up to space permitting
- 2 GAME COACHES
- LUXURY FIELD GAME BOXES
- VIDEO OF GAMEPLAY ON OUR YOUTUBE CHANNEL
- ENHANCED - SOUND SYSTEM

Subtotal	\$1,325
Tax 6.35%	\$0
Total (USD)	\$1,325

PAYMENT SCHEDULE

AMOUNT	DUE DATE	PAYMENT DATE	PAYMENT #	STATUS
\$1,325	Jul 23, 2026		#000780-001	Upcoming



Laser Tag On The Go LLC

James M Goldstein | (203) 564-9335 | info@lasertagonthego.net

2 Nutmeg Circle, Monroe, CT, 06468

www.lasertagonthego.net



Please take a moment to review the attached invoice. If you have any questions or need any assistance, feel free to reach out at any time. We're committed to making your event spectacular and unforgettable!



Laser Tag On The Go LLC
(203) 564-9335 | info@lasertagonthego.net
2 Nutmeg Circle, Monroe, CT, 06468

Invoice

Bill to
Melissa Farella
Town of Pound Ridge Recreation & Parks
179 Westchester Ave Pound Ridge NY 10576
mfarella@townofpoundridge.com
914-764-0947

Invoice #
298431-000780

PO #

Date issued
Jan 6, 2026

Next payment due
Jul 23, 2026

Project details
Summer Camp - 26 | Birthday
Thu, Jul 23, 2026 | 199 Westchester Ave, Pound Ridge, NY 10576

SERVICE INFO

QTY UNIT UNIT PRICE TOTAL



NY SUMMER CAMP PACKAGE - LUXURY

1 Item \$1,325 **\$1,325**

- 4 HOURS (MOST THE DAY)

INVOICE

Macaroni the Clown

INVOICE #PR2601
DATE: FEBRUARY 3, 2026

Thomas Mayes
1281 Greenville Turnpike
Port Jervis, NY 12771
Phone: (845) 856-6829
Cell: (845) 294-1342

TO Pound Ridge Recreation (Day Camp)
199 Westchester Ave
Pound Ridge, NY

Phone: 914-764-3987
Email: arusso@townofpoundridge.com

DATE/TIME	JOB	PAYMENT TERMS	CONTACT PERSON
07/09/26 at 10:00 am	Clown Entertainment	NET 30	Andrea Russo

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Comedy magic shows	\$275.00	\$275.00
TOTAL DUE 08/09/26			\$275.00

Make check payable to Thomas Mayes, Macaroni the Clown
Cash and Zelle are also accepted.

THANK YOU FOR YOUR BUSINESS!

Name: Andrea Russo
 Email: arusso@townofpoundridge.com
 Phone: 9149160613
 Event Date: Tuesday, 06-30-2026

Last Modified Date: 02-03-2026 11:26 AM
 Booking Id Number: 006UH00000Ze7HxYAJ
 Sales Person: Shelly Myvett
 Phone: (914) 380-8506
 Email: shelly.myvett@daveandbusters.com

Town of Poundridge Travel Camp 6.30.26



Guests 40

Dave & Buster's Address	Event Date	Event Area	Set Up
AR 881 Pelham Pkwy, Pelham Manor, NY 10803	Tue, June-30-2026 10:00 AM to 01:00 PM OR	Billiards	Dining Style

EAT & DRINK:

ALL - Food Service portioned per person 1 @ \$0.00 \$0.00
 Food Service Time: 11am

In the event of dietary restrictions affecting your menu service, please discuss with your sales manager at minimum 5 business days prior to the event date. Changes made to the food items on the day of your event will result in additional charges.

Please note that food is portioned per person and quantities are prepared based on the number of guests contracted. Portions are finite and not replenish-able. Additional charges will apply if more food is requested and extra servings are subject to availability. Your Food Service Time listed cannot be adjusted the day of your event due to the volume of events hosted daily. For questions about your Food Service, please contact your Special Events Representative.

Ultimate Player Pack 40 @ \$14.99 \$599.60
 Comes with French Fries, Seasonal Fruit and Unlimited Fountain Drinks.

The Ultimate Player Pack menu is designed for younger guests, with smaller portions that may not meet typical adult serving sizes.

- Selected Item Addition:**
- Ultimate Cheese Flatbread*
 - Smashed Burger Sliders*
 - Garlic Butter Pretzel Sticks*
 - Crispy Chicken Bites with Ranch*

PLAY:

Ultimate Player Pack \$20 Power Card 40 @ \$10.00 \$400.00

Ultimate Player Pack Power Cards are part of a package including food, beverage and \$20 game card. The number of Power Cards must identically match the number of guests dining from the Ultimate Player Pack food service. Additional Power Cards above and beyond the

amount dining from the food service are available at regular Power Card rates.

Unlimited Video Game Play Add-On

40 @ \$5.00

\$200.00

Power Cards with Unlimited Video Game Play are good for non-redemption games ONLY (games with a Blue light around the card reader). Your unlimited video game play will begin at the first swipe of the power card and will be available until the location closes on the day of your event. Excludes ticketed, specialty & crane games (games without a Blue light around the card reader) which can be accessed with the chips on the power card.

Area Rental

1 @ \$

\$

Guest Count (Headcount) for this Event Area:

MINIMUM:15 MAXIMUM: 50

Seating and staffing will be based on your final guest count provided to us 5 business days prior to the event date, not to exceed the capacity of the event area size listed above. If no changes have been made, we will refer to the original signed contract.

PARTY DETAIL NOTES:

General Contract Note :

Dave and Buster's requires a non-refundable 50% deposit and signed contract before an event can take place. The remaining balance is due in its entirety at the conclusion of the event.

Final guest count is due five (5) business days (Monday-Friday) prior to the event. If a final guarantee is not received by this date, the host will be charged based on the original details of the signed contract.

EVENT AREA: Event area must be released at the expiration of the contracted rental time. Should guest wish to extend the reservation, the manager on duty must give verbal approval.

DECORATIONS: We do not allow decorations of confetti, glitter, silly string, small particle items or open flames (candles, tea lights, etc). Under no circumstance is anything to be adhered to the walls in spaces. No tape, tacks or 3M products allowed.

OUTSIDE FOOD: We do not permit any outside food, beverages or dessert items (except a regular non-ice cream store bought sheet cakes for birthdays and anniversaries) brought in from the outside.

ITEMS LEFT BEHIND: If decorations or other items are left behind, D&B will not be responsible for these items. If something is found, we will try to hold it for up to 48 hours. After that the items will be discarded.

PAYMENT: Please ensure that you have a form of payment to pay your event balance upon the conclusion of your event. You may pay the remaining balance with cash, credit card or company check. We do not accept personal checks.

VALID I.D.'s REQUIRED: Dave & Buster's is licensed as a restaurant and bar, therefore we card all guests at the door and/or bar. Each guest will need to make sure they bring their valid ID.

UNDERAGE POLICY: For admission, underage guests must be accompanied by an adult or guardian. Minor Policy age varies by location. A guardian is a person of 25 years of age or older who agrees to be responsible for the conduct, supervision and safety of the underage guest. One party or guardian can accompany up to a maximum of six underage guests. Any person under the age of 21 caught drinking alcoholic beverages will be immediately removed from the premises. Underage guests must remain with their parents or guardian at all times.

Generic - Event Notes :

Specific Set Up requests including tables or audio visual equipment must be discussed with your sales manager prior to confirming event with signature and deposit to ensure space availability.



Name: Town of Poundridge Travel Camp 6.30.26

Event Date: Tuesday, 06-30-2026

Booking Id Number: 006UH00000Ze7HxYAJ

RESERVATION AND DEPOSIT

Reservations are tentative and therefore may be canceled by Dave & Buster's at any time until a signed contract and deposit are received by Dave & Buster's. Deposits are applied to the balance and the entire balance is due on the event date. Please see above contract details for deposit amount due.

CANCELLATION POLICY

In the event the Host cancels this Dave & Buster's Special Event Contract (the "Agreement") prior to the initial arrival date of the event, Dave & Buster's will necessarily incur damages including, but not limited to, turning away other group events and the ancillary revenue associated with those events. Notwithstanding any other provisions of this Agreement, the Host shall have the right to cancel this Agreement, without cause, upon written notification to Dave & Buster's at any time prior to the event and upon payment of the amount expressed below:

Notice and payment received between signature and 30 days prior to event date: 50% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 7 and 29 days prior to event date: 75% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 0 and 6 days prior to event date: 100% of greater of the revenue subtotal or any required revenue minimum

No-show will be responsible for the full contracted value of the event. The parties agree that the sums are not a penalty, but represent a reasonable effort on behalf of Dave & Buster's to establish its loss prospectively and represent liquid damages. Such payment shall be made by certified check or credit card and shall accompany notice from the Host to cancel this agreement. Any attempt to cancel without the inclusion of payment, as set forth above, shall be invalid.

CANCELLATION ON BEHALF OF DAVE & BUSTER'S

Dave & Buster's reserves the right to cancel any event at its facility upon a determination, in Dave & Buster's sole discretion, that (i) the event violates the Restrictions set forth in the foregoing paragraph, (ii) the Host misrepresented the event in any way (to Dave & Buster's or any other party) or (iii) the event would be harmful to Dave & Buster's and/or its guests. In the event of such cancellation, Dave & Buster's will refund all prepaid deposits in full for cancelled event in question.

RESTRICTIONS

Host understands and agrees that it shall not assign this Agreement, nor subcontract or resell the rights and benefits provided hereunder, nor act as a promoter for the event, including but not limited to selling tickets, charging admission/cover charges or seeking donations in lieu thereof; and that the event shall be conducted as described in this Agreement.

HOUSE POLICIES

Dave & Buster's House Policies, including certain restrictions regarding minors, apply. These restrictions include the following: guests under the age of 21 (legal drinking age) are not allowed to consume alcohol under any circumstances; guests under the minimum age as determined by each location must be accompanied by a parent or guardian, generally defined as a person 25 years of age or older, who agrees to be responsible for the conduct and safety of the underage guest; each parent or guardian can accompany a maximum number of underage guests determined by each location; and underage guests must remain with their parent or guardian at all times. (Please note that at our Millpitas and Ontario, CA locations, all guests under the age of 21 must be accompanied by a parent or guardian who is 30 years of age or older and must leave the facility no later than 11:00pm; and at various locations guests under the age of 21 must be accompanied by a parent or guardian who is 25 years of age or older and must leave the facility no later than 10:00pm) Check with your location for details. VALID I.D. REQUIRED: Dave & Buster's requires identification for all guests under 25 years.

FOOD AND BEVERAGE

Host understands that consuming raw and undercooked meats, poultry, fish/shellfish or eggs may increase the risk of foodborne illness, especially if a guest has certain medical conditions. Any food remaining at the conclusion of the event may be taken off premises. Host acknowledges that the handling and storage of any leftover food items are the Host's sole responsibility and Host agrees to release and hold Dave & Buster's harmless from any and all claims arising from the preparation and consumption of leftover food items. Foods left behind after the event's party will be discarded. Buffets are portioned per person and quantities based on the contracted number of guests. Buffet portions are finite and not replenishable. Additional charges will apply if more food is requested by Host, and extra servings are subject to availability. Dave & Buster's does not allow outside food of any kind to be brought into the facility without prior written approval. As a responsible server in accordance with state and local beverage regulations, we reserve the right to monitor and limit consumption of alcoholic beverages. It is customary to leave a gratuity for your service team, which will be shared among the servers, bartenders, and support team who work to ensure your event exceeds your expectations. To aid in your planning, a voluntary suggested gratuity of 18% of the subtotal is included in the event total in this document. For your convenience, the suggested gratuity amount will be included on the receipt you receive the date of the event. You may change the gratuity amount on the date of your event by adjusting the gratuity amount on your credit card slip or adjusting the amount of any cash gratuity. Pricing is subject to change.

NUMBER OF GUESTS ATTENDING THE EVENT

Final guest count must be received to the store no later than five (5) business days (Monday - Friday) prior to the event. In the event we do not receive final count by this date, we will prepare for the original contracted amount and charge guest accordingly. If, on the day of the event, the attendance varies from the final count, the Host will be charged based on the greater number of guests. There will be a minimum count required for each event.

PAYMENTS

Host is responsible for all payments due under this Agreement upon the conclusion of the event. Company reserves the right, and Guest consents, to have Company charge the balance of Guest's event on the Guest's credit card on file in the event Guest does not otherwise make full and final payment for the Event at the conclusion of the Event. Once a credit card is charged for full or partial, Dave & Buster's is unable to refund the credit card at a later date or accept alternate payment. D&B Rewards Qualifying Purchases shall not include Special Events, including Party Rental, Room Charge, Mystery Dinner Show fee and deposits, prepaid deposits, accounts receivable and/or promotional events. (see D&B Rewards official rules at daveandbusters.com) Dave & Buster's does not accept gift cards or personal checks for payment of amounts due under this Agreement. LIMITATION OF LIABILITY Neither party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages or lost profits arising out of or relating to this agreement. Further, in no event shall Dave & Buster's aggregate liability arising out of or relating to this Agreement exceed the amounts paid by Host hereunder.

AGREEMENT

I, the undersigned Host or agent for Host, do hereby agree to the terms and conditions set forth herein. If I am an agent of the Host, I hereby state that I am able to enter into this Agreement on behalf of the Host.

[Signature]

Host (Signature)

Andrea Russo

Print Name

2/3/26

Date Signed

Dave & Buster's Representative (Signature)

Date Signed

Summary of all charges

Deposit Due:	\$599.80	Subtotal:	\$1199.60
Payments Made:	\$0.00		
Remaining Balance:	\$1319.52	Tax:	\$0.00
		Suggested Gratuity:	\$119.92
		Grand Total:	\$1319.52





The Grit Ninja LLC
 404 Irvington Street
 Suite 202, Pleasantville, NY 10504-1101 United States
 pleasantville@thegritninja.com | (914) 747-1115

Invoice #001506

Issue date
 Jan 5, 2026

Pound Ridge Rec Night 2026

5:00-7:00

Customer	Invoice Details	Deposit	Balance
Town of Pound Ridge arusso@townofpoundridge.com	PDF created February 3, 2026 \$1,695.00 Service date July 31, 2026	Due Mar 31, 2026 \$339.00	Due October 14, 2026 \$1,356.00

Items	Quantity	Price	Amount
GOTG Travel and Set Up Fee 2025	1	\$545.00	\$545.00
GOTG Hourly Fee 2025 (1 & 2)	2	\$575.00	\$1,150.00
Subtotal			\$1,695.00

Total Due **\$1,695.00**

Deposit	\$339.00
Unpaid • Due on Mar 31, 2026	
Balance	\$1,356.00
Unpaid • Due on Oct 14, 2026	



Pay online

To pay your invoice go to <https://squareup.com/u/UqOqfQ7p>

Or open the camera on your mobile device and place the QR code in the camera's view.



Invoice

January 5, 2026

Organization: Pound Ridge Day Camp

Contact: Andrea Russo

Order Number: 174067

*Note that each session includes a 3-hour experience plus 30 minutes for harnessing and safety briefing.
Price includes 1 free chaperone for every 10 students.*

Dates of Event: 07/17/2026

Time of Event: 10:00 AM

Location of Event: Purchase, NY

Number of participants at camp rate of \$45: 70

Number of gloves at \$7.00: n/a

Total Cost: \$3,150.00

Please note our cancellation policy and payment terms. If you do not agree to these policies, please reach out to us in writing at lorrie@boundlessadventures.net immediately.

If paying by check please add an order number to check.

Please send check to:

Boundless Adventures

247 Saw Mill Road

Stamford CT 06903

Please note the following terms which apply to your reservation:

Payment Terms

Full payment is required within 30 days of the scheduled visit date.

Credit card payments are accepted with a 3% processing fee.

Boundless Adventures
247 Saw Mill Road
Stamford CT 06903
lorrie@boundlessadventures.net
833-IN-A-TREE
www.boundlessadventures.net



Cancellations Made 30–60 Days in Advance of Reservation

For groups consisting of 25 or more participants, you will receive a refund of all amounts paid, less a **\$500 cancellation fee**.

Cancellations / Reschedules / Group Reductions Made 7–29 Days in Advance of Reservation

Full payment is required.

- Cancellations are subject to a fee equal to **50% of the contracted amount**.
- For group size reductions, a fee of **50% of the cost per canceled participant** will apply.

Cancellations / Reschedules / Group Reductions Made Less Than 7 Days in Advance of Reservation

Full payment is required.

- Cancellations are subject to a fee equal to **75% of the contracted amount**.
- For group size reductions, a fee of **75% of the cost per canceled participant** will apply.

This fee is **waived for weather-related cancellations**, provided at least **two (2) hours' advance notice** is given. Weather is defined as **heavy rain, thunder, lightning, or sustained winds of 30 MPH or greater**. In weather-related cases, visits may be rescheduled with no penalty.

Late Group Reductions & No-Shows — Visit-in-Lieu-of-Fee Option

For group reductions made **within 29 days** of the scheduled visit, or for participants who **do not attend on the day of the reservation**, the applicable cancellation or reduction fee **may be waived** in favor of a future visit, subject to the following terms:

- The future visit must occur within **one (1) year** of the original scheduled visit date.
- Visits are subject to same-day weekday availability.
- Guests must call the day of the intended visit to confirm availability.
- Visits are not guaranteed and will only be scheduled if capacity permits.
- No refunds will be issued. This option does not convert to a monetary credit.

Boundless Adventures
247 Saw Mill Road
Stamford CT 06903
lorrie@boundlessadventures.net
833-IN-A-TREE
www.boundlessadventures.net



No Refund Policy

We do **not provide refunds within 30 days** of the scheduled visit.
All credits are issued as **store credit only**. Store credits **never expire**, unless otherwise specified.

No-Shows

If you fail to show on the day and time of your scheduled reservation, you will not be eligible for a refund.

Participation options for no-show guests are governed by the **Late Group Reductions & No-Shows Visit-in-Lieu-of-Fee Option** above.

Boundless Adventures
247 Saw Mill Road
Stamford CT 06903
lorrie@boundlessadventures.net
833-IN-A-TREE
www.boundlessadventures.net

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Melissa Farella & Jonah Maddock

Date: February 11th, 2026

Re: Pool Vacuum

I respectfully request to purchase a new vacuum for our pools from Recreonics for \$5,416.16. This is within budget and will be posted to Pool Supplies (7180201).

1. Recreonics \$5,416.16
2. Kierfer Aquatics \$7,924.50
3. Horizon Commercial Pools \$7,139.00

Respectfully,

Melissa Farella
Recreation Leader

Jonah Maddock
Park Maintenance



RECREONICS - LOUISVILLE
 4200 SCHMITT AVE
 LOUISVILLE, KY 40213
 FAX: (800)-428-0133
 Phone: (800)-428-3254

QUOTE
0025025718

Account: 594189 0001
Branch: RECLOUI
Phone: (914)-764-0947
Fax:

Bill To: POUND RIDGE REC COMMISSION
 TOWN HOUSE
 179 WESTCHESTER AVENUE
 POUND RIDGE, NY 10576

Ship To: TOWN OF POUND RIDGE MAINT DEPT
 199 WESTCHESTER AVENUE
 POUND RIDGE, NY 10576

PO:	Ref:	Job:
Exp Delv Date: 02/27/26	Sales HOUSE	Type: WHSE
Activation Date: 02/05/26	Agents J SETTLE	Quoted For: MELISSA F.
Close Date: 03/07/26		Quoted By: JS110042
		Ship Via: BEST
		Frnt Term: PPA

ITEM	DESCRIPTION	QTY	UOM	PRICE	UOM	AMOUNT
REC10304	GEMINI POOL CLEANER (PVC),CART 150' CORD (BOTTOM ONLY) RECREONICS CATALOG NUMBER: 10304	1	EA	5,256.42	EA	5,256.42
	Subtotal					5,256.42
	FREIGHT CHARGE					159.74
	MFARELLA@TOWNOFPOUNDRIDGE.GOV					
	TO ACCEPT THIS QUOTE PLEASE SIGN, DATE, AND EMAIL/FAX TO SALES CONSULTANT OR FAX TO 1-800-428-0133					
	SIGNED: _____					
	DATE: _____					
	F.O.B.-ORIGIN (TAILGATE) FREIGHT, HDLG, SALES TAX, ETC., (IF APPLICABLE) ARE ADDITIONAL. QUOTE SUBJECT TO COMPANY TERMS AND CONDITIONS. DEPOSIT AND MANAGEMENT APPROVAL MAY BE REQUIRED.					

Payment Terms:
 NET 30 DAYS

Total: **\$5,416.16**



Kiefer Aquatics
The Lifeguard Store
 903 Morrissey Drive
 Bloomington, IL 61701
 P (309) 451-5858
 F (309) 451-5959

Quote

DATE	Customer #	ESTIMATE
02/04/2026	367763	EST146293



BILL TO
Pound Ridge Maintenance Department Melissa Farella 199 Westchester Ave Pound Ridge, NY 10576

SHIP TO
Pound Ridge Maintenance Melissa Farella 199 Westchester Ave Pound Ridge, NY 10576

Shipped Via:
FEDEX_GROUND

Estimate Prepared by:
nferguson

ITEM	DESCRIPTION	QUANTITY	PRICE EACH	TOTAL
9999359-W120	Maytronics Dolphin Wave 120 Automatic Pool Vacuum	1	\$7,239.00	\$7,239.00
		Subtotal		\$7,239.00
		Shipping, Packaging & Handling		\$73.12
		Tax		\$612.38
		Total		\$7,924.50



Horizon Commercial Pools
 4444 Round Lake Rd W
 Arden Hills MN 55112

Phone: (651) 917-3075
 Email: office-mn@horizonpoolsupply.com

Quote

Quote No. QUO10553

Date: 2/4/2026

To
 Town of Pound Ridge - The
 Town House
 179 Westchester Ave
 Pound Ridge NY 10576

Ship To
 Town of Pound Ridge - The
 Town House
 179 Westchester Ave
 Pound Ridge NY 10576

TOTAL

\$7,139.00

Expiration Date: 3/6/2026

Requested By: Melissa
 Requested by Phone: 914-764-0947

Customer ID	Expiration Date	Consultant	Acct Manager	Quoted By
LD23364	3/6/2026	House		Mike E Ellefson

Quantity	Item	Rate	Amount
1	MAY-9999059-W120 DOLPHIN WAVE 120 ROBOTIC COMMERCIAL CLEANER 131ft CORD, REMOTE, CADDY, 2-YEAR WARRANTY	\$7,139.00	\$7,139.00

Notes: Quote is to Supply Only - Shipping Excluded

Lead Time = 2-4 Weeks

ACCEPTANCE OF QUOTE - I am authorized to sign on behalf of the owner and I have read the attached Terms and Conditions and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Subtotal	\$7,139.00
Shipping Cost	\$0.00
Tax Total (0%)	\$0.00
Total	\$7,139.00

Quote Accepted By: _____

Date: _____

Authorized Signature: _____

Products and equipment used to complete job are subject to applicable state and city sales taxes.

Estimates exceeding \$2,000 will require a payment of 50% upon acceptance and the remainder is due Net 10 Days.

This quote, once signed, is a contract between Horizon Commercial Pool Supply and the property owner.

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Melissa Farella & Jonah Maddock

Date: February 11th, 2026

Re: Swing Set & Site Work

I respectfully request to purchase a new swing set for our town park. Friends of Pound Ridge has donated the amount needed to purchase the structure. Site work is budgeted for and will come out Park (7140201).

Swing Set - \$7,491.00 (donated by Friends of Pound Ridge)

Site work - \$33,687.21

Respectfully,

Melissa Farella
Recreation Leader

Jonah Maddock
Park Maintenance

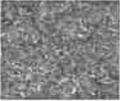
Sales Proposal

Town of Pound Ridge
Town House
Andrea Russo
179 Westchester Ave.
Pound Ridge, NY 10576

Quote No. SP163932-1
Customer No. 49688
Document Date 02/09/2026
Expiration Date 04/10/2026

Sales Representative Danicka Russo
Email DanRus@Kompan.com
Phone No. 914-714-8396 / 800-426-9788

Project Name US339039 Town Park New Swing Area

No.	Description	Qty Unit	Unit Price	Discount %	Net Price	
Omnia Partners Contract #2017001135						
INSTALL SPECIAL	Installation of KOMPAN Equipment Prevailing wage	1 Pieces	7,980.00	5.00	7,581.00	
US-EXCAVATION	Excavation of area up to 1175SF up to 12"	1,175 Sq. Feet	8.50	5.00	9,488.12	
US-TFG-CUSTOM	Engineered Wood Fiber (EWF)/ FF up to 14" compacted to 12" + Filter Fabric	1,175 Pieces	1.55	5.00	1,730.19	
						
US-TFG-FREIGHT	Freight for EWF Surfacing	1 Pieces	560.00		560.00	
INSTALL SPECIAL	Installation of EWF/FF At Prevailing Wage	59 Pieces	38.00	5.00	2,129.90	
INSTALL SPECIAL	Wood Timbers 6x6 + Installation	140 Pieces	56.00	5.00	7,448.00	
US-DEMO	Dumpster Fee + Removal of Spoils	2 Pieces	2,500.00	5.00	4,750.00	
			Description	Retail Price	Discount	Net Price
			Subtotal - Sitework	14,987.50	749.38	14,238.12
			Subtotal - Surfacing	2,381.25	91.06	2,290.19
			Subtotal - Installation	18,062.00	903.10	17,158.90
			Total USD			33,687.21

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Pound Ridge Town Park
199 Westchester Avenue
Pound Ridge, NY 10576



Sales Proposal

Town of Pound Ridge
Town House
Andrea Russo
179 Westchester Ave.
Pound Ridge, NY 10576

Quote No. SP163932-1
Customer No. 49688
Document Date 02/09/2026
Expiration Date 04/10/2026

Sales Representative Danicka Russo
Email DanRus@Kompan.com
Phone No. 914-714-8396 / 800-426-9788

Project Name US339039 Town Park New Swing Area

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPAN's Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPAN's control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPANs 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

Terms & conditions

1. APPLICATION

These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at www.kompan.com, or by delivery of a copy thereof to the Customer.

2. ACCEPTANCE

KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sales Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty

(60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

3. CONFLICTS

In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

4. LIMITATION OF AUTHORITY

KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

6. PRICE REVISION

Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

7. DELIVERIES

(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or

KOMPAN's vehicles or damage to property belonging to the Customer or to any third party are attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

8. RETURNS

Except as agreed in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

9. LIMITED WARRANTY

KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.

10. DISCLAIMER OF LIABILITY

The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

11. NOTICE OF CLAIMS

The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows, (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product, (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one (1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

12. EXCLUSIVE REMEDY

It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the reperformance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental

or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

13. TITLE AND RISK OF LOSS

(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

14. SERVICES; INSTALLATION AND ASSEMBLY

(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages

caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rock ledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

15. SPECIFICATIONS

KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned. While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color of any sample or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.

17. INDEMNIFICATION AND ATTORNEY FEES.
The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

18. TERMINATION

(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;

(ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.

(b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

19. FORCE MAJEURE

(a) A party shall not be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder (save for obligations relating to payment of any sums due) to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly.

(b) For the purposes of these STCs, "Force Majeure" means any cause materially affecting the performance by a party of its obligations under this agreement arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lockouts or other industrial disputes, war, terrorism, riot, fire, flood, or any disaster affecting either one of the parties hereto or a third party for which a substitute third party is not reasonably available.

20. APPLICABLE LAW; JURISDICTION

This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement, and its application is expressly excluded. The parties agree any claim or suit arising out of or related to this agreement shall be brought exclusively in either the federal or state

courts located in Austin, Travis County, Texas. The Customer consents to the exclusive jurisdiction of such courts.

21. ASSIGNMENT

Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

22. GENERAL

(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute, the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Sales Proposal

Town of Pound Ridge
Town House
Andrea Russo
179 Westchester Ave.
Pound Ridge, NY 10576

Quote No. SP163935-1
Customer No. 49688
Document Date 02/09/2026
Expiration Date 04/10/2026

Sales Representative Danicka Russo
Email DanRus@Kompan.com
Phone No. 914-714-8396 / 800-426-9788

Project Name US339039 Town Park New Swing Area

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Omnia Partners Contract #2017001135					
<u>KSW924-CUSTOM</u>	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20405782	1	Pieces	6,810.00	10.00	6,129.00
						
FREIGHT	Freight	1	Pieces	1,362.00		1,362.00

Description	Qty	Retail Price	Discount	Net Price
No. of Products	1			
Subtotal - Products		6,810.00	681.00	6,129.00
Subtotal - Freight		1,362.00		1,362.00
Total USD				7,491.00

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Pound Ridge Town Park
199 Westchester Avenue
Pound Ridge, NY 10576



Sales Proposal

Town of Pound Ridge
Town House
Andrea Russo
179 Westchester Ave.
Pound Ridge, NY 10576

Quote No. SP163935-1
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Project Name US339039 Town Park New Swing Area

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Sales Proposal

Town of Pound Ridge
Town House
Andrea Russo
179 Westchester Ave.
Pound Ridge, NY 10576

Quote No. SP157752-1
Customer No. 49688
Document Date 09/17/2025
Expiration Date 11/16/2025

Sales Representative Danicka Russo
Email DanRus@Kompan.com
Phone No. 914-714-8396 / 800-426-9788

Project Name US339039 Town Park New Swing Area

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
Omnia Partners Contract #2017001135						
<u>KSW924-CUSTOM</u>	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20405782 	1	Pieces	6,810.00	10.00	6,129.00
INSTALL SPECIAL	Installation of KOMPAN Equipment Prevailing wage	1	Pieces	7,980.00	5.00	7,581.00
US-EXCAVATION	Excavation of area up to 1175SF up to 12"	1,175	Sq. Feet	8.50	5.00	9,488.12
US-TFG-CUSTOM	Engineered Wood Fiber (EWF)/ FF up to 14" compacted to 12" + Filter Fabric 	1,175	Pieces	1.55	10.00	1,639.12
US-TFG-FREIGHT	Freight for EWF Surfacing	1	Pieces	560.00		560.00
INSTALL SPECIAL	Installation of EWF/FF At Prevailing Wage	59	Pieces	38.00	5.00	2,129.90
INSTALL SPECIAL	Wood Timbers 6x6 + Installation	140	Pieces	56.00	5.00	7,448.00
US-DEMO	Dumpster Fee + Removal of Spoils	2	Pieces	2,500.00	5.00	4,750.00
FREIGHT	Freight	1	Pieces	1,362.00		1,362.00

Description	Qty	Retail Price	Discount	Net Price
No. of Products	1			
Subtotal - Products		6,810.00	681.00	6,129.00
Subtotal - Sitework		14,987.50	749.38	14,238.12
Subtotal - Surfacing		2,381.25	182.13	2,199.12
Subtotal - Installation		18,062.00	903.10	17,158.90
Subtotal - Freight		1,362.00		1,362.00
Total USD				41,087.14

Payment Terms 50% Prepayment , 50% Net 30 days



Town of Pound Ridge
Town House
Andrea Russo
179 Westchester Ave.
Pound Ridge, NY 10576

Sales Proposal

Quote No.	SP157752-1
Customer No.	49688
Document Date	09/17/2025
Expiration Date	11/16/2025

Sales Representative	Danicka Russo
Email	DanRus@Kompan.com
Phone No.	914-714-8396 / 800-426-9788

Project Name US339039 Town Park New Swing Area

Installation Site Address

Pound Ridge Town Park
199 Westchester Avenue
Pound Ridge, NY 10576



Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



Town of Pound Ridge
Town House
Andrea Russo
179 Westchester Ave.
Pound Ridge, NY 10576

Sales Proposal

Quote No. SP157752-1
Customer No. 49688
Document Date 09/17/2025
Expiration Date 11/16/2025

Sales Representative Danicka Russo
Email DanRus@Kompan.com
Phone No. 914-714-8396 / 800-426-9788

Project Name US339039 Town Park New Swing Area

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Melissa Farella

Date: February 13th, 2026

Re: Computer for pool filtration system

I respectfully request to purchase a new computer controller, to run our pool filtration system. Jonah is in contact with Aqua PC and is receiving a quote that will not exceed \$15,000. Jonah's recommendation is to go with this company; they are reliable and installed the original computer system in our current pools. This is a budgeted item and will be posted to 718406.

Quote #2: Streamline Aquatics \$23,762.91

Respectfully,

Melissa Farella
Recreation Leader



SALES QUOTE

Sales Quote Number: S-QUO2971
 Sales Quote Date: 8/29/2025

Commercial Aquatic Systems & Supplies

Sell

To: Pound Ridge, Town of
 179 Westchester Ave.
 Pound Ridge, NY 10576
 USA

Ship

To: Pound Ridge, Town of
 Andrea Russo
 179 Westchester Ave.
 Pound Ridge, NY 10576
 USA

FOB:
 Terms Net 30

Customer ID C00541
 SalesPerson Phil Mylod

Item No.	Description	Unit	Quantity	Unit Price	Total Price
09-830	BECSys5 Controller	Each	2	7,495.28	14,990.56
	BECS System 5 controller. Part # BECSys5-XS1GP1XPBX.				
09-825	BECSys3 Controller, PPM Configuration	Each	1	5,964.40	5,964.40
	BECS System 3 controller. Part # 1100267-XSPIP				
INSTALLATION	Installation	Each	16	175.00	2,800.00
	Estimated installation time (16) hours. (2) technicians for (1) 8 hour day. Cost per hour is \$ 175.00. Time starts when crew leaves North Haven, CT main office and ends when crew returns to North Haven, CT main office.				
HANDLING	Handling		1	7.95	7.95
SHIPPING	Shipping		1		
	Shipping costs to be determined at time of shipping.				

Subtotal:	23,762.91
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	23,762.91

Remit To Address:
 Streamline Aquatics
 PO Box 130
 Northford, CT 06472

All past due invoices will carry a sevice charge of 1.5% per month (18%) per annum.

Phone #	Fax #	Web Site
(860) 430-1255	(860) 430-1251	www.streamlineaquatics.com

Streamline Aquatics Terms and Conditions

Effective Date: This agreement is effective when accepted by Streamline Aquatics (hereafter referred to as "SLA"). Quotation shall be contingent upon signed acceptance of these Terms and Conditions.

Prices and Quantities: Every effort has been made to be accurate and complete in the take-off and to resolve discrepancies between plans and specifications. However, it is the responsibility of the contractor/customer to check quantities & descriptions. The quotation is limited to the itemized list of equipment on the attached quotation. If a discrepancy exists between our quotation and an itemized bill of materials in either plans or specifications, any additional items or excess quantity will be called for as "optional extras." If prices are given for each individual item, only the unit prices are binding. Extensions and additions are subject to correction for mathematical errors. "Lump Sum" quotations cover only the items and quantities on the attached quotation. No changes, additions, or deletions will be made except by written request and will require a resubmission of our quotation. SLA will make our best efforts to process orders received within 72 hours, weekdays Mon thru Fri. Cuts, prints, drawings, or other material required for submission will be furnished after receipt of a purchase order or contract. Orders will be accepted to proceed subject to approval of shop drawings by the architect. Fabrication and lead times are estimated only and will begin after signed submittals have been received and accepted as complete by the manufacturer. **Quotation is valid for 30 days or unless stated otherwise in writing. All Purchase Orders will be subject to reflect current market prices after quotation expiration date. The prices in this quotation are contingent upon shipment of the entire list of equipment within 30 days unless noted otherwise in the Quotation** The Seller reserves the right to cancel or withdraw the quotation at any time with or without notice prior to the acceptance by the Purchaser to the quotation terms, with or without cause. If shipment is delayed beyond this period for any reason, prices will be subject to re-quotation. Any special freight requests to expedite delivery will be the responsibility of the Purchaser (contractor/customer). Items listed in our quotation are not subject to retention.

Purchase Orders: A separate Purchase Order document will be required for each release of item(s) for shipment from the quotation. Duplicate and Blanket Purchase Orders will not be accepted for Commercial Project orders.

Freight, Taxes and Additional Charges: If freight charges are in attached quotation, they are estimated and are for BUDGET purposes only (Unless otherwise specified). Actual freight shall be pre-pay and added to the invoice. All unloading and storage charges shall be the responsibility of the Purchaser. Unless previously agreed to in writing, the Seller shall not be liable nor responsible for any federal, state, or local taxes, fees, bonds, permits, or licenses required for Seller's performance. This quotation is limited to the furnishing of material only, and unless otherwise noted, no installation, startup or commissioning costs will be assumed by SLA. **SLA is a vendor** and not a subcontractor. Retained percentages will not be allowed and invoices will be payable in full according to our stated terms. No back charges by Purchaser will be honored unless approved in writing by an authorized representative of SLA. Sales tax will be charged where applicable unless valid sales tax exemption documentation is supplied prior to order placement.

Delivery: The delivery terms shall be "FOB origin" Seller's warehouse, unless otherwise specifically agreed upon in writing. The delivery date, if provided, is contingent upon Purchaser's acceptance of this quotation in writing on or before the date specified and Seller's acceptance and approval of any required documentation (i.e. Including but not limited to submittal documents, drawings, etc.). Any such delivery date set forth is an approximate delivery date, not a guarantee of a specific delivery date, and subject to reasonable extensions. The Seller's only obligation with respect to the delivery of the materials sold is to undertake its best efforts to ensure delivery by the date set forth herein. Due to current freight market conditions, freight estimates are only estimated and cannot be guaranteed. **SLA is a vendor NOT a manufacturer**, therefore SLA cannot be held responsible for any delays in shipment or delivery. If the Seller is required to warehouse or store items on behalf of the Purchaser due to the Purchaser's delay or request, applicable warehouse and storage fees will be payable upon invoice, along with any necessary maintenance during the delay. The Purchaser will bear the risk of loss for all stored items from the beginning of this period. The Seller has no obligation to secure insurance for the Purchaser's items while in storage; the Purchaser is solely responsible for arranging insurance. The Seller will not be liable to the Purchaser for any loss, whether direct, indirect, incidental, or consequential, or for any loss of profits, revenue, or liquidated damages resulting from the failure to deliver the goods by the specified delivery date. The Purchaser will reimburse the Seller for any additional freight charges incurred due to inaccurate delivery instructions, lack of delivery instructions, rerouting of delivery, or any act or omission by the Purchaser. These additional costs may include, but are not limited to; storage, rerouting delivery fees, insurance, protection, re-inspection, and delivery expenses. The Purchaser further agrees that any payment due upon delivery will be made upon delivery into storage as if the goods had been delivered according to the order.

Payment for Products and Services: Except as otherwise provided on the quotation, payment for the products described in the quotation shall be due 30 days after date of invoice by SLA **with approved credit**. Payment shall be made by company check, money order or bank transfer. Credit cards are not accepted for payment of Commercial Projects invoices. All past due invoices will carry a service charge of 1 ½% per month (18%) per annum. All past due accounts will be turned over to a third party for collection, in which case the Purchaser agrees to be responsible for all cost of collections and reasonable attorney's fees.

Taxes: All applicable federal, state & local taxes are the responsibility of the purchaser. Applicable tax exemption certificates must accompany any order prior to order placement.

Limitation of Liability: Seller's liability shall be limited to, at Seller's sole option, either correction, replacement, or prorated refund of contract price of any of the materials proven to be defective, provided that Purchaser give notice in writing and produce satisfactory evidence of any such defect promptly upon delivery and in any event within ten (10) days after date of delivery. Seller shall have no other liability for damages, direct or indirect, general, special or consequential, or for any expense, damage or loss of any nature whatsoever, including any penalty or liquidated damages to Purchaser or any other person, firm, or corporation. Failure of Purchaser to provide notice of defect within ten (10) days after delivery, if applicable shall constitute an irrevocable acceptance of the materials/equipment, and an admission that the materials/equipment fully comply with all terms, conditions and specifications of this agreement. Seller's maximum liability shall not, in any case, exceed the purchase price attributable to the equipment claimed to be defective or unsuitable. Seller shall not be responsible for the suitability, performance, adequacy, accuracy or legality of Purchaser's designs, any plans and specifications applicable to the project, or

engineering. Any description of the materials contained or in the equipment schedule attached and is for the sole purpose of identifying them, is not a part of the basis for the bargain and does not constitute a warranty that the materials shall conform to that description. No affirmation of fact or promise made by the Seller, whether or not in this agreement, shall constitute any warranty that the materials will conform to any promise except otherwise stated. No agent or representative of Seller has any authority to bind Seller to any affirmative representation or warranty concerning any materials sold without the prior written approval of a duly authorized officer of Seller. Seller makes no warranty, express or implied, that the equipment sold is fit for any particular purpose, and Seller disclaims any warranty of merchantability. Purchaser shall hold Seller harmless, and indemnify Seller, against any claim brought against Seller for infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Seller's use of designs, plans, engineering, processes, or formulas supplied, determined or requested by Purchaser.

Installation & Startup: SLA is a Vendor/Equipment provider only, **not an Installer**. The Purchaser assumes all responsibility of Installation, Start-up, or commissioning unless specifically listed in SLA quotation.

Warranty: SLA does not warranty any of the products being sold. Warranty is the sole responsibility of the product manufacturer and their terms. Purchaser is responsible for contacting SLA in writing of a possible warranty issue. SLA will assist with acquiring proper return authorization as seen fit by the manufacturer. Purchaser will be responsible for all costs related to removal, freight costs, and re-installation of equipment unless otherwise noted in writing by an approved SLA representative.

Contingencies: Every effort will be made to meet the delivery requirements of the Purchaser. However, SLA will not be liable for any delay caused by market conditions that lend to the inability to obtain materials, governmental authority or regulations, delays in transportation, strikes, fires, or acts of God.

Cancellation: An order once placed with and accepted by the Seller can be cancelled only with the Seller's consent and upon payment to Seller of reasonable cancellation charges. Non-cancellable and non-returnable items may only be returned or cancelled upon the express written approval of the Seller. If no such approval is granted, the Purchaser remains responsible for payment of any and all invoicing related to such items. Any customized fabricated system sold to the Purchaser shall be non-cancellable and non-returnable.

Returns: Return of any merchandise must be within 30 days of original purchase. To return a product to Streamline Aquatics for credit, you must include a Return Authorization Number and proof of purchase. Call us at (800) 449-0239 to obtain a Return Authorization Number before you ship a product back to us. Please include this Return Authorization Number on the outside of the package being returned and please ship all items prepaid via UPS. All returned items must be in original packaging and in new condition. Returns may incur a restocking fee. Shipping and handling charges are not eligible for credit.

Restocking Fee: A minimum of 15% of the invoice shall be charged for all material returned to the Seller.

The signature below represents acceptance of these terms for all sales or products from this date forward. PO will only be accepted upon completion and return of these terms and conditions.

Company Name: _____

Project Name: _____

Authorized Company Representative – Sign & Date: _____

For Streamline Office Use:

Streamline Quote #: _____

Signed Document Received Date: _____

	Kevin Hansan	Alison Boak	Dan Paschkes	Diane Briggs	Namasha Schelling	Other
Boards, Commissions, & Committees:						
Audit Bills					X	
Board of Assessment Review		X				
Board of Ethics	X					
Climate Smart Communities Task Force		X				
Conservation Board			X			
Highway & Maintenance				X		
Housing Board			X			
Human Rights Advisory Committee					X	
Landmarks & Historic District Commission					X	
Office of Emergency Management	X					
Old Pound Road Committee				X		
Open Space Advisory Committee			X			
Planning Board					X	
Police Department	X					
Recreation Commission				X		
Sustainability Committee			X			
Water Control Commission			X			
Zoning Board of Appeals				X		
Other:						
BCSDNY	X					
East of Hudson Watershed	X					
Environmental Initiatives Advisors						Elyse Arnow
Fire District	X					
Library Board	X					
New Dawn			X			
Sustainable Westchester			X			
THRIVE		X				
Trails Working Group						TBD
Water Wastewater Task Force		X				
WEMS						Tom Mulcahy
Westchester County Shared Services	X					
Wireless Communication				X		