

**CHAPPAQUA CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION AGENDA**

Tuesday, February 28, 2012

**Horace Greeley High School**

Convene meeting at 6:30 p.m., which we anticipate will go into Executive session to discuss employee negotiations, legal issues with our attorney.

Reconvene public session at 8:15 p.m.

**Presentation:** Search Update Process  
Superintendent's Budget Proposal

**1. Information Business Affairs**

- 1.1 President's Report
  - 1.1.1 Legislative Action Report
- 1.2 Superintendent's Report
  - 1.2.1 Assessment Project Update - PISA
  - 1.2.2 Proposed calendar for Chappaqua School District 2012-13

**Questions and Comments**

We welcome public inquiries, and in respect for each other's time, we ask that you limit your inquiry to three minutes. Board members may be contacted via email or phone.

**2. Organization**

- 2.1 First reading: Concussion Management Policy, Regulation, Guide, Scat, & Checklist
- 2.2 First reading revision: Policy 7000 Community Use of School District Facilities
- 2.3 First reading revision: Regulation 7000 Building Usage Fees 2012-2013 (effective July 1, 2012)

**3. Approvals**

- 3.1 Minutes of December 13, 2011
- 3.2 Minutes of January 10, 2012
- 3.3 Minutes of January 31, 2012
- 3.4 Minutes of February 7, 2012

**4. Recommended Action: Personnel**

**4.1 Instructional**

The following instructional staff recommendations are presented for Board consideration and approval at the February 28, 2012 meeting.

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as per diem substitute teachers to be employed on an "as needed" basis":

Carole Hyams, and  
Ann Sangalli.

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as AP proctors to be employed on an "as needed" basis effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education":

Barbara Brandfon,  
Lynne Brennan,  
Charles Buchanan,  
Rita Campana,  
Karen Clarke,  
Jean Cross,  
Gabrielle Giordano,  
Lizabeth Haas,

Joan Handwerger,  
Barbara Keimes,  
Elaine Krim,  
Elisa Leitaio,  
Carol Madole,  
Suzann Michel,  
Noah Mitchell,  
Raquel Moskovits-Grey,

Lauren Mozian,  
Kimberly Perham,  
Paula Petito,  
Beth Quinn,  
Joan Salamone,  
Barbara Scheine,  
Giselle Weiss, and  
Florence Zelenko.

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby authorizes the attached Agreements for Services for the individuals and agencies listed below effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education":

Phyllis Bellofatto,  
Jan Gordon,

Carole Horn,  
Olga Kowal,

Gail Matthew  
Wendy Seaver, and  
Gail Treffinger.

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby rescinds the request for discretionary leave of absence of Patrick Conley, Teacher of English, Seven Bridges Middle School, effective September 1, 2012 through June 30, 2013, that was voted upon at the 11/29/11 Board of Education meeting."

**Request for Discretionary Leave of Absence:**

Mr. Patrick Conley, Teacher of English, Seven Bridges Middle School, effective September 1, 2012 through January 31, 2013.

**Request for Child Care Leave of Absence:**

Ms. Kelly Todd, Teacher of Health, Seven Bridges Middle School, effective January 18, 2012 through April 30, 2012.

Ms. Sandi Schassler, Teacher of Elementary Education, Douglas Grafflin Elementary School, effective February 6, 2012 through April 27, 2012.

Ms. Colleen Fodor, Teacher of Home Economics, Robert E. Bell Middle School and Seven Bridges Middle School, effective January 27, 2012 through June 30, 2012.

**Resignation for Purposes of Retirement:**

Ms. Lyndall Boal, School Social Worker, Robert E. Bell Middle School and Seven Bridges Middle School, effective June 30, 2012.

Dr. Susan Costantini, School Psychologist, Westorchard Elementary School, effective June 30, 2012.

Ms. Barbara Fingerroth, Teacher of Special Education, Westorchard Elementary School, effective June 30, 2012.

Mr. Tore Heskestad, Teacher of Elementary Education, Robert E. Bell Middle School, effective June 30, 2012.

Mr. Robert Oddo, Teacher of Science, Horace Greeley High School, effective June 30, 2012.

Ms. Colette Principe, Teacher of Reading, Douglas Grafflin Elementary School, effective June 30, 2012.

Ms. Elizabeth Scroope, Teacher of Reading, Roaring Brook Elementary School, effective June 30, 2012.

**Resignation:**

Mr. Andrew Selesnick, Principal, Horace Greeley High School, effective June 30, 2012.

**Appointment: Probationary**

Mr. Robert Rhodes, Principal, Horace Greeley High School, effective July 1, 2012, in the tenure area of High School Principal, probationary period ends June 30, 2015.

**Appointment: Regular Substitute**

Ms. Daydre Garvey, Regular Substitute Teacher of Home Economics, Robert E. Bell Middle School and Seven Bridges Middle School, effective November 30, 2011 through June 30, 2012 (or earlier at the discretion of the Board of Education).

**Appointment: Part Time**

Ms. Lindsey Nicastro, (.04) Teacher of Health to provide Academic Intervention Services as per the Teachers' Contract, Seven Bridges Middle School, effective January 17, 2012 through May 7, 2012 (or earlier at the discretion of the Board of Education).

**4.2 Non-instructional**

**5. Recommended Action: Other**

- 5.1 Approve CSE summaries reported to the Board on February 17, 2012
- 5.2 BE IT RESOLVED that the Board of Education approves a proposal with Dyami Architecture, PC to outline a master plan for the overall renovation of the Horace Greeley kitchen, serving line, and seating area in the amount of \$7,000 plus additional expenses and fees.
- 5.3 BE IT RESOLVED that the Board of Education authorizes the Board President to execute an a Release and Settlement Agreement regarding student #601669. A copy of said Agreement shall be incorporated by reference into the minutes of this meeting.
- 5.4 Approve a gift of a Kawai piano to Westorchard Elementary School from Lisa Gimple of Seneca Drive in Chappaqua. The piano will be used in the music curriculum.
- 5.5 Appoint attached list of CSE Sub-Committee Chairpersons for the remainder of 2011-12 school year.
- 5.6 Approve 2011-12 contract for educational services -with Bronxville Union Free School District for student #601643.
- 5.7 Approve addendum to 2011-12 contract for educational services - with Anderson Center for Autism to include physical therapy evaluation at a rate of \$300 per evaluation.
- 5.8 Approve Agreement with Charlton School/Ketchum-Grande Memorial School effective January 31, - June 30, 2012 at a monthly rate of \$3,316 plus fees for maintenance according to the contract.
- 5.9 Approve use of a Single Purchase Agreement from Apple to eliminate need for separate purchase orders that contain both New York State Contract and non-New York State Contract items.
- 5.10 Be it resolved that the lease agreement with Pitney Bowes for a postage meter at Westorchard is in the best financial interest of the school district because it is the lowest monthly cost of \$54.00 including rate change protection and therefore approved by the Board. (Monthly cost \$54.00 compared to \$132.24 for 2010-11).

6. **Facilities**

6.1 Facilities Committee Report

7. **Financials**

- 7.1 Central Treasurer's Report - December 31, 2011
- 7.2 Expenditure Report - January 31, 2012
- 7.3 Revenue Report - January 31, 2012
- 7.4 Claims Auditor Reports - January 31, 2012
- 7.5 Treasurer's Report - January 31, 2012
- 7.6 Recommendation from the Audit Committee to accept the attached Audit Reports and Management Response to Internal Audits: Vending Machine Policy Review, Updated Risk Assessment, Review of Human Resources and Payroll.
- 7.7 Budget Transfer from tuition-private line to tuition-NYS public school line, due to two children now attending public school in the amount of \$245,000.
- 7.8 Bid #850 - Environmental Services & Maintenance- Conklin Services & Construction, Inc.  
A) one lump sum for quarterly inspections at \$1,450 per each of 5 buildings B) time & material cost for one year (no increase since 2010-11)
- 7.9 Bid #870 - Graduation Tent & Chair Rental - Stamford Tent & Event Services - \$22,525.00
- 7.10 Bid #871 - Scaffolding - S&N Builders, Inc. -\$33,000.00
- 7.11 Bid #872 - Window Replacement - Forno Enterprises, Inc. - \$119,200.00

8. Notice of Future Meetings -

Monday, March 5, 2012, Board meeting which we anticipate will go into Executive Session to discuss employment histories of particular personnel.

Tuesday, March 6, 2012, Board meeting/Work session at Horace Greeley High School  
Presentation: Curriculum/Athletics

9. Adjournment

Any person who seeks accommodation based upon disability should contact: District Clerk,  
Theresa Markley at 238-7225, at least five days prior to the meeting.  
Chappaqua Board of Education  
Education Center -- 66 Roaring Brook Road  
Chappaqua, NY 10514

Board meetings are public meetings, videotaped and available on the district website.  
web: [www.chappaqua.k12.ny.us/ccsd](http://www.chappaqua.k12.ny.us/ccsd)

email: [board@ccsd.ws](mailto:board@ccsd.ws)

PLEASE TURN OFF ALL CELL PHONES AND PAGERS DURING MEETING

- 5.11 Approve contract with Adecco for the 2011-12 school year.
- 5.12 Ratification of a Supplemental Memorandum of Agreement between the Superintendent of Schools and Board of Education of the Chappaqua Schools and the Chappaqua Teachers' Association, Inc. Pursuant to the provisions of Education Law Section 3012-c the parties have negotiated in good faith and agreed to the provisions added to the District's APPR Plan Document for the 2012-13 school year. A copy of this agreement shall be referenced within the minutes of this meeting.

**PROPOSAL #3 CHAPPAQUA CENTRAL SCHOOL DISTRICT  
2012/2013 SCHOOL CALENDAR**

**January 31, 2012  
Encl.# 1.2.2**

**February 28, 2012  
Encl.# 1.2.2**

S	M	T	W	T	F	S
<b>July</b>						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
<b>August</b>						
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

DRAFT modification of BOCES  
staff dev in October rather than June:  
3 day Feb break :  
School ends June 21

S	M	T	W	T	F	S
<b>September</b>						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

9/3 Labor Day  
9/4 Staff Dev. Day  
9/5 School starts  
9/17-18 Rosh Hashanah  
9/26 Yom Kippur  
(15 student days + 1 staff dev.)

S	M	T	W	T	F	S
<b>February</b>						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

2/18 Presidents Day  
2/18-20 Winter Recess  
(17 student days)

S	M	T	W	T	F	S
<b>October</b>						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

10/8 Columbus Day  
10/18 staff dev  
(21 student days + 1 staff dev.)

S	M	T	W	T	F	S
<b>March</b>						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

3-25-29 Spring Recess  
3/29 Good Friday  
(3/31 Easter, 3/26,27 Passover)  
(16 student days)

S	M	T	W	T	F	S
<b>November</b>						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

11/6 Staff Dev. Day/Election Day  
11/12 Veterans' Day Observance  
11/22-23 Thanksgiving Recess  
(18 student days + 1 staff dev.)

S	M	T	W	T	F	S
<b>April</b>						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4/19 staff dev.  
  
(21 student days + 1 staff dev.)

S	M	T	W	T	F	S
<b>December</b>						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

12/24-31 Holiday Recess  
(15 student days)

S	M	T	W	T	F	S
<b>May</b>						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5/27 Memorial Day  
(22 student days)

S	M	T	W	T	F	S
<b>January</b>						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1/1 New Year's Day  
  
1/21 Martin Luther King Day  
(21 student days)

S	M	T	W	T	F	S
<b>June</b>						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6/21 Last Day of School  
  
(15 student days)

Student days	181
Full Day Staff Development Day	4
<b>Total</b>	<b>185</b>

**Please note:** If school cancellation during the year causes student days to fall below the state requirement, the "make-up" days will be scheduled in this order:  
Feb.20, 19, March 25, 26, 2013

tm 01/2012  
**adopted:**

## **CONCUSSION MANAGEMENT POLICY – February, 2012, rev. Feb. 7, 2012**

### **Introduction**

School athletic programs, intramural sports and physical education classes are an important part of the educational experience in the Chappaqua Central School District. It is paramount that the Board of Education insures that these experiences are as safe as possible for our student athletes. We recognize that mild traumatic brain injuries, also referred to as concussions, in young people can have long-term, substantial and devastating impacts. The District shall establish guidelines in an effort to protect our students and reduce the risk of long-term health complications.

### **Concussion Management Team**

The District shall establish a Concussion Management Team consisting of the Director of Physical Education and Athletics, the School District's Medical Directors, a School Nurse, and the Athletic Trainer. The team shall oversee the implementation of any regulations approved by the Superintendent of Schools, including the training of staff, the provision of information to parents, and the utilization of technology, including baseline neurocognitive testing for contact sports.

### **Removal from Athletic Activities**

Any pupil believed to have sustained or who has sustained a traumatic brain injury will be immediately removed from athletic activities. If there is any doubt as to whether a student has sustained a concussion, it shall be presumed that he/she has until proven otherwise. No student shall resume athletic activity until he/she has been symptom free for at least 24 hours and has been evaluated by and received written and signed authorization from a licensed physician or health care provider.

No student will be allowed to return to play on the same day of a concussion, regardless of the circumstances and shall be made aware that concussions may cause lifetime impairments.

Student-athletes who have suffered from multiple concussions during a season will be handled on a case-by-case basis. Those with two (2) concussions will require additional rest and may be held out for the season. Those suffering three (3) concussions in a school year will be disqualified from participating in contact and collision sports until cleared by a neurologist."

For the safety of the student-athlete, the School District reserves the right under New York State Law to ban an athlete from competition regardless of medical clearance. Should a dispute arise the School Medical Directors have the authority to make the final decision on an athlete's return to play.

### **Training**

On a biennial basis, all school coaches, physical education teachers, nurses and athletic trainers shall receive training on recognizing the symptoms of concussions and mild traumatic brain injuries, how such injuries may occur, how to prevent them, and how to implement the guidelines for a student's return to play. Coaches shall be required to meet with team members at the commencement of each season to discuss the signs and symptoms of concussions and the importance of reporting any such symptoms immediately to the appropriate staff.

### Concussion Information

Head injury information, including the district's Return to Play guidelines, will be included in the interscholastic sports information given to students signing up for sports.

### Permission forms: added back

The District shall include in any permission forms to participate in interscholastic sports information regarding concussions and guidelines for return to school and school activities after a student has suffered a mild traumatic brain injury regardless of whether such injury occurred outside of school.

### OR

#### "Concussion Information and Permission Forms"

Head injury information, including return to school and school activities guidelines and the district's Return to Play guidelines, will be included in the interscholastic sports information and any permission forms given to students signing up for sports.



# **Chappaqua Central School District**

## **Concussion Management Regulations**

### **A. District Concussion Management Team**

The Concussion Management Team will oversee the implementation of these regulations and shall be comprised of School District Physicians, School Nurses, Director of Physical Education and Athletics and Athletic Trainer.

### **B. Pre-Season Baseline Testing & Education**

1. The District will provide concussion training for the physical education and coaching staffs. This will include how to recognize the symptoms of mild traumatic brain injuries, obtain proper medical treatment for concussed students, and ensure a safe transition back to activity after a traumatic brain injury, including a mild one. The Director of Physical Education and Athletics will be responsible to ensure that all appropriate staff and coaches have received such training prior to the commencement of the season.
2. Each coach shall meet with team members to discuss the signs and symptoms of concussions.
3. High school student-athletes involved in contact or collision sports (basketball, diving, field hockey, football, ice hockey, lacrosse, soccer, wrestling) will undergo baseline testing with ImPACT prior to the start of the season. [the question of who gets baseline ImPACT still needs resolution]

### **C. On-Field Evaluation**

1. Treat any loss of consciousness (LOC) in an athlete as a medical emergency. Do not move the athlete and maintain head stabilization. Call 911 for stabilization and transport to the hospital.
2. At the time of a suspected concussion *without LOC* administer one of these assessment tests:
  - a. Concussion Checklist (Appendix "A")

- b. Sports Concussion Assessment Tool (SCAT) (Appendix “B”)
  - c. Other sideline testing as deemed necessary
- 3. Observe the athlete for 15-20 minutes and then re-evaluate.
  - a. Do not permit the athlete to continue to practice or compete if there are *any positive signs and symptoms*.
  - b. NO athlete will be allowed to return to play (“RTP”) on the same day of a concussion, even if there are no longer any signs or symptoms of a concussion.
  - c. Contact the parents.
  - d. If the athlete’s condition deteriorates upon re-evaluation, call 911 and immediately refer the athlete for emergency care.
  - e. Continue the re-evaluation until the athlete is picked up by the parents or transported to the hospital. A District staff member *must* remain with the student until the parents arrive at the location of the practice/game or the hospital.
  - f. Give the parents the “Return to Play” Guidelines (Appendix “C”)
  - g. Submit a completed incident report to the Nurse’s Office/Athletics Office.

#### **D. In-School Management**

1. Student-athlete must report to the school nurse at the beginning of the first school day back from the injury.
2. The School Nurse will document the injury if no report has been received, and notify both the Director of Guidance Services and the Director of Physical Education and Athletics that the student has suffered a concussion. The student may need special accommodations, such as limited computer work, reading activities, testing, assistance to class, etc. until the symptoms subside.
  - a. High School: The School Nurse will notify the student’s classroom teachers of the injury, provide a list of potential post-concussion symptoms, and recommend any necessary student accommodations.

- b. Middle School: The Guidance department will be responsible for directing this information to the student's classroom teachers upon recommendation from the Middle School Nurse.

**E. Follow-up Evaluation**

1. Within 24-72 hours of the injury the School Nurse or Athletic Trainer will re-evaluate the student for head injury signs and symptoms.
2. Perform ImPACT testing within 48-72 hours post-concussion.
  - a. Student-athletes who have had a baseline test: Email/Fax both the baseline and post-concussion tests to a certified ImPACT consultant.
  - b. Student-athletes without a baseline test: Email/Fax the post-concussion ImPACT test along with normative ImPACT data for age/gender to a certified ImPACT consultant.
3. School Nurse or Athletic Director will follow-up with the ImPACT consultant for test interpretation.
4. Student-athlete rests (no practice or competition) until asymptomatic.

**F. Return To Play Protocol (RTP)**

1. **Stage 1 – Rest until symptom-free (asymptomatic)**
  - a. A student-athlete must be asymptomatic for 24 hours and have received written authorization for return to physical activity from a licensed physician or health care provider before progressing to Stage 2.
2. **Stage 2 – Light aerobic exercise**
  - a. Fast walking/stationary bike 15-20 minutes, supervised
  - b. Any signs/symptoms during activity: Stop the activity and restart Stage 2 after the student has been asymptomatic for 24 hours.
  - c. If the student becomes symptomatic within 24 hours post-exertion, rest until asymptomatic for a minimum of 24 hours and restart Stage 2.
  - d. Asymptomatic for 24 hours, successful completion of Stage 2, proceed to Stage 3.
3. **Stage 3 – Moderate aerobic exercise**

- a. Jogging/running for 20 minutes, supervised.
- b. Any signs/symptoms during activity: Stop the activity and restart Stage 3 after the student has been asymptomatic for 24 hours.
- c. If the student becomes symptomatic within 24 hours post-exertion, rest until asymptomatic for a minimum of 24 hours and restart Stage 3.
- d. Asymptomatic for 24 hours, successful completion of Stage 3, proceed to Stage 4.

**4. Stage 4 – Non-contact sport specific activity**

- a. Sport specific drill for 30-45 minutes (i.e., dribbling, passing, fielding, batting)
- b. Any signs/symptoms during activity: Stop the activity and restart Stage 4 after the student has been asymptomatic for 24 hours.
- c. If the student becomes symptomatic within 24 hours post-exertion, rest until asymptomatic for a minimum of 24 hours and restart Stage 4.
- d. Administer ImPACT test post-exertion to evaluate cognitive function after activity.
- e. If ImPACT results are at or near baseline and athlete is asymptomatic for 24 hours, proceed to Stage 5. If ImPACT results are *not* at or near baseline, repeat the testing in 24-48 hours.
- f. If ImPACT results are satisfactory (as under 4.e.) and the student remains asymptomatic for 24 hours, Stage 4 is completed and proceed to Stage 5.

**5. Stage 5 – Full participation in practice, without contact**

- a. Any return in signs/symptoms, stop activity
- b. Any signs/symptoms during activity: Stop the activity and restart Stage 5 after the student has been asymptomatic for 24 hours.
- c. If the student becomes symptomatic within 24 hours post-exertion, rest until asymptomatic for a minimum of 24 hours and restart Stage 5.
- d. Asymptomatic for 24 hours, successful completion of Stage 5, proceed to Stage 6.

**6. Stage 6 – Full participation in practice, no restrictions**

- a. Any signs/symptoms during activity: Stop the activity and restart Stage 6 after the student has been asymptomatic for 24 hours.
- b. If the student becomes symptomatic within 24 hours post-exertion, rest until asymptomatic for a minimum of 24 hours and restart Stage 6.
- c. Asymptomatic for 24 hours, successful completion of Stage 6, proceed to Stage 7.

**7. Stage 7 – Cleared for RTP to competition, no restrictions.**

**\* A student-athlete who suffers multiple concussions during a season will be handled on a case-by-case basis.**

**\*\* For the safety of the student-athlete, the School District reserves the right under New York State Law to ban an athlete from competition regardless of medical clearance. The School Physician has the authority to make the final return to play decision, should a dispute arise.**

## 7000 Community Use of School District Facilities

7000

### **COMMUNITY USE OF SCHOOL DISTRICT FACILITIES**

#### **Statement of Purpose:**

While the District's school buildings and grounds exist for the purpose of educating students within the District, the Board of Education recognizes that the buildings and grounds are a valuable community resource which should be made available to the community for specific uses that will not interfere with educational activities. Where such use of school facilities by community groups results in increased costs to maintain and operate the facilities, the school shall charge a reasonable fee to offset such costs. Failure to charge for such costs could otherwise be deemed to violate the state constitutional prohibition against gifts of public funds. To this end, the Board sets forth the community use of school facilities consistent with the policy described below.

It is the policy of the Chappaqua Central School District that no group or organization shall be permitted to use District facilities pursuant to Section 414 of the New York State Education Law if such group or organization has a policy or practice which discriminates against any person on the basis of race, color, creed, national origin, religion, disability, sex, age, marital status, military status, genetic predisposition or carrier status, or sexual orientation until such time as these discriminatory policies or practices are discontinued.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, group or organization, nor the purposes they represent.

#### **Conditions of Use:**

The Board of Education retains the right to authorize the use of school facilities for other than school purposes under guidelines established pursuant to Education Law Section 414. Users of District facilities shall be subject to the policies of the Board of Education and the rules, regulations and conditions set forth by the Superintendent. Such conditions include but are not limited to the following:

- Community use shall only be at such times as the facilities are not in use for District curricular or extracurricular activities, or does not interfere in any way with the use of District facilities and equipment by the District. If school facilities are closed for emergency or weather-related reasons community use of school facilities shall be presumed cancelled. The District reserves the exclusive, non-reviewable right to make such determination. **The District also reserves the right to cancel or deny any group's event due to maintenance or repair needs.**
- School affiliated organizations and activities, as well as use by the Town of New Castle under the terms of any Agreement entered into between the Town and the District, shall have priority over use by other community groups and organizations, except in extenuating circumstances.

- The District shall consider requests for use of specific space or locations, but reserves the right to determine the appropriate assignment or limit the availability of District facilities.
- Users of District facilities or services shall be required to remain within areas designated by the approved use permit.
- Presence or use of non-district equipment must be approved in advance by the District and may require District supervision at an additional fee. **All groups, including the Town of New Castle will be required to pay an additional fee for equipment use as per the facilities use fee schedule.**
- The use of District facilities, including school buildings, shall not include the use of the District's phone lines, computer lines and/or equipment such as computer, faxes or copying machines, without express permission from the Board.
- Use of District facilities shall only be permitted where the organization provides the District timely evidence of adequate insurance coverage as determined by the District to save the District harmless from all liability, property damage, personal injuries and/or medical expenses. The District reserves the exclusive, non-reviewable right to determine what constitutes adequate insurance coverage for each proposed use.
- All applications for use of school facilities shall be made electronically on the district web site and submitted in accordance with the administrative regulation.
- **All groups must provide proof of non-profit status when submitting requests for facilities use.**

#### Prohibited Uses:

District Facilities are specifically prohibited:

- Use of facilities or grounds by any person or profit-making organization for personal or private gain, financial or otherwise, unless in the judgement of the Superintendent such use serves a valid educational purpose.
- Social, civic or recreational meetings, entertainments or uses pertaining to the welfare of the community that are exclusive and not open to the general public.
- **Meetings, entertainment or uses where admission fees are charged**, unless the proceeds thereof are to be expended for an educational or charitable purpose and such meetings, entertainment or uses are approved by the Superintendent.
- Meetings, entertainment or uses where admission fees are charged if such meetings, entertainment or uses are under the exclusive control of, and the proceeds are to be applied towards the benefit of a society, or of a fraternal, secret or exclusive society or organization, other than any organization of veterans, volunteer firemen or ambulance workers. Users outside the geographic area of the school district cannot use the facilities.
- Any use prohibited by law.

- Notwithstanding anything herein to the contrary, the Board of Education reserves the right to deny the use of school grounds and facilities to anyone if, in the opinion of the Board, it would not be in the best interest of the District.

#### Schedule of Fees:

The Board of Education, upon the recommendation of the Superintendent, shall approve the Schedule of Fees for the Community Use of District Facilities, effective at the beginning of each fiscal year. Such schedule shall include fees for usage, custodial services and supervising personnel when applicable.

- When the District determines that the nature of an organization's use or activities requires specific custodial services, including, but not limited to set up and clean up beyond normal custodial duties, or when the use or activity occurs outside of regular custodial hours, the District shall charge for such custodial services insert as set forth in the Schedule of Fees.
- Users of school facilities shall be held responsible for any damage to school facilities and/or loss and damage to school property and charged accordingly.
- Usage fees shall be charged for the requested use of specific facilities such as theatre/auditorium at Horace Greeley High School and Seven Bridges Middle School; gyms, kitchens, and fields pursuant to the Schedule of Fees.
- While the District makes its buildings and fields available for use of community organizations through its agreement with the Town of New Castle, any exception requires advanced approval of the Superintendent or his designee. **All groups going through the Town of New Castle to use school district buildings or grounds must comply with all rules within the school district policy. Including non-profit status, geographic location and charging admission to their event.**
- Where, in the opinion of the District, the requested use of District facilities requires special equipment or supervision, the District reserves the right to deny such use, or in the alternative, to condition such use upon the applicant's payment of any costs associated with the use of special equipment or supervision. Special District equipment such as that located in the theaters or kitchens shall only be operated by District authorized personnel.
- The Superintendent reserves the right to waive the user fees associated with any building or field usage for school affiliated organizations or activities and/or the requirement to hire authorized District personnel through the District for theater productions conducted by school affiliated organizations. The Board of Education may establish a separate payment schedule for the Town of New Castle pursuant to the terms of an agreement with the Town.

**The District will not permit the use of its buildings or grounds by groups who have outstanding invoices due.**

**Late fees will be charged for outstanding invoices as per the fee schedule set by the Board of Education.**



**Regulations:** The Superintendent shall issue regulations and publish such forms as are necessary to ensure the implementation of this policy.

**BUILDING USAGE FEES ~~2011-2012~~ 2012-2013**  
(Effective July 1, 2011 ~~July 1, 2012~~)

**Theater & Auditorium**

**Usage Fee**

~~\$100 for the first 3 hours per day~~  
~~\$25 per hour for each additional hour per day~~  
**\$60.00 per hour**

**Kitchen Usage Fee**

\$25 per hour

**Gym Usage Fee**

\$20 per hour single court  
\$25 per hour double court  
\$30 per hour ABCDEF gyms at Horace Greeley

**Commons & Cafeteriums**

**\$50.00 per event (One day event)**

**Classroom fee**

**\$20 per event**

**Field Usage Rate**

~~\$75 per event (2-hour maximum);~~  
~~\$40 per hour for each additional hour per day~~  
**\$60.00 per hour**

**Personnel Rate**

**Custodial Rate**

~~\$59~~ **\$61** per hour (3-hour minimum)

**Kitchen Staff Rate**

~~\$45~~ **\$46** per hour (3-hour minimum)

**Theater Sound & Lighting**

~~\$64~~ **\$55** per hour **(4-hour minimum)**

**Holidays**

**Custodial Rate**

~~\$78~~ **\$80**/per hour (3-hour minimum)

**Kitchen**

~~\$45~~ **\$46** per hour

**Theater Sound & Lighting**

~~\$64~~ **\$55** per hour **(4-hour minimum)**

**Equipment charges**

**Field equipment such as Lacrosse & soccer nets and football equipment (one day event fee)**

**\$40 per event**

**Gym volleyball equipment**

**\$40 per event (one day event fee)**

**Gym Basketball equipment**

**\$20.00 per event**

**Score board use**

**\$10.00 per event**

**Setup fee**

**Set up fee**

**\$40 per event**

**Late payment Fee**

**After 90 days of overdue payment for facilities use a 3% per month fee will be added to the invoice.**

**CHAPPAQUA CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
Chappaqua, New York**

**Date:** December 13, 2011  
**Time:** 8:15 p.m.  
**Place:** Horace Greeley High School

**Present:** Board of Education  
Alyson Kiesel, President  
Jeffrey Mester, Vice President  
Randall Katchis  
Vicky Tipp  
Karen Visser

**Staff Members**

**Present:** Dr. Lyn McKay, Superintendent  
Mr. Eric Byrne, Assistant Superintendent for Curriculum and Instruction  
Mr. John Chow, Assistant Superintendent for Business  
Theresa Markley, District Clerk/Adm. Asst. to Superintendent

**Visitors Present:** Representatives of the Chappaqua PTA, school PTAs, building administrators, faculty, and other interested citizens.

President Alyson Kiesel convened the public session at 7:00p.m. Randall Katchis moved to enter into Executive Session for the purpose of legal discussion. Vicky Tipp seconded. The motion passed unanimously. At 8:27 p.m. Randall Katchis moved to adjourn the Executive Session. Karen Visser seconded. The motion passed unanimously.

At 8:35 p.m. Jeffrey Mester moved to reconvene the public session. Vicky Tipp seconded. The motion passed unanimously.

President Kiesel welcomed the community.

Superintendent McKay welcomed Heidi McCarthy, Director of Special Education and Related Services and asked her to provide an overview of the special education program as a result of Ms. McCarthy's research during her entry process last year.

**Presentation:** Special Education Update

Dr. McCarthy gave a detailed review of the programs and services provided to Chappaqua students both in district and out of district. During her entry plan last year, she met with parents, teachers, clerical staff, and targeted questions regarding instructional and operational challenges and discussed what was most valued within the program. Together they developed a special education belief statement. Dr. McCarthy brought together an inclusive practices advisory committee. Their number one priority was differentiation. Discussions have centered around models and best practices, aligning the instruction throughout the district and finally, developing measurable goals to measure effectiveness.

**1. Information Business Affairs**

**1.1 President's Report**

1.1.1 Putnam/Northern Westchester Capital Project: follow up discussion  
President Kiesel summarized the Putnam/Northern Westchester BOCES (PNWBOCES) capital projects presented by Tom Higgins at the last board meeting. This is a \$20 million dollar project and Chappaqua is responsible for 1.8 million dollars. New York State maintains that the component districts are legally obligated and each may be billed for their portion of the repairs even if the board does not vote in favor of the bond. There was some concern expressed about the allocation formula. The district does not have an exception to the tax cap for this type of capital expenditure as we would have with our own projects. Lyn McKay will meet with superintendents on Thursday and will take board concerns to them.

1.1.2 School events

President Kiesel and Jeffrey Mester attended the high school band concert. Dr. McKay attended both middle and high school concerts. They gave high marks on the proficiency of the students and dedication of the teachers.

1.1.3 WPSBA Legislative Advocacy Committee (LAC)

Vicky Tipp attended the LAC meeting. She reported that a number of school groups are collaborating on topics to lobby the legislature. LAC wants to prioritize two or three goals to present legislators. They will create forms or petitions to repeal unduly burdensome or unsound mandates and ask them to be addressed by the mandate relief council. If the Council agrees that it is burdensome, it will be sent to the governor and he has 60 days in which to respond.

1.2 Superintendent's Report

Dr. McKay also reported on her meeting at Lower Hudson Council where approximately 50 districts are represented. There were 21 legislators discussing four main issues. The Council would like to freeze unfunded mandates such as assessing and will hire a firm to survey and prioritize mandates for future action.

1.2.1 Middle School

Dr. McKay reported her decision on the middle school configuration. In the 2012-13 school years, the 5-8 configuration will be maintained with a 56 minute period and 38 minute lunch. This will provide maximum experience with programs and allow students to get to know their teachers with fewer transitions. Dr. McKay spent time with parents and teachers and came away with the need to keep the feeling of family that is experienced in the elementary grades continuing through middle school. Bussing was also an important issue that made it fiscally prudent to keep the 5-8 configuration, saving half a million dollars in transportation costs. In a few years, the district should revisit if we need to address the issue of reduced enrollment, but at this time we need two middle schools.

1.2.2 Knowledge Café - Budget discussion

Almost 58 people showed up on a very rainy night to discuss budget issues. All the raw data will be given to the Financial Advisory Committee and posted on the website.

1.2.2 Search information - Roaring Brook & Horace Greeley Principal

Search Committees will be established consisting of parents, teachers, students, and administrators and they interview 8 to 10 applicants. We will begin by the end of January and Dr. McKay hopes to come to the board with a recommendation by the end of March. For those who cannot attend meetings, there will be opportunity to input criteria on the website. Questions will be created to ask the candidates based on focus group input.

2. **Organization**

3. **Approvals**

4. **Recommended Action: Personnel**

Dr. McKay made the following recommendations:

4.1 **Instructional**

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as per diem substitute teachers to be employed on an "as needed" basis":

Margaret Callinan,  
Cynthia Capizzi,  
Kathleen Daudier,  
Anthony DeRobertis,  
Jennifer Durand,  
Astrid Jarzembowski,  
Lindsey Nicaastro, and  
Karen Rouchou.

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby authorizes the attached Agreements for Services for the individuals and agencies listed below effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education":

Joan Weinstein.

**Appointment: Teaching Assistant**

Mr. Daniel Perito, Teaching Assistant, Robert E. Bell Middle School, effective November 28, 2011, in the tenure area of Teaching Assistant, probationary period ends November 28, 2013, \$21,256, prorated.

Ms. Dana McBride, Teaching Assistant, Robert E. Bell Middle School, effective November 28, 2011, in the tenure area of Teaching Assistant, probationary period ends November 28, 2014, \$21,256, prorated..

**Appointment: Volunteer Coaching**

Mr. Matthew Ketterer, Varsity Track Assistant, Horace Greeley High School, effective November 28, 2011 through March 1, 2012 (or earlier at the discretion of the Board of Education).

**Appointment: Tenure**

Ms. Kelly Sposito, Guidance Counselor, Horace Greeley High School, effective January 11, 2012.

Randall Katchis moved to accept the recommendations. Karen Visser seconded. The motion passed unanimously.

4.2 **Non-instructional**

Dr. McKay made the following recommendation:

**Resolution:**

BE IT RESOLVED, that the Board of Education hereby appoints the individual listed below as a per diem custodial substitute to be employed on an "as needed" basis, effective November 30, 2011: Javier Iglesias and Vernis Merisse

Karen Visser moved to approve the recommendation. Vicky Tipp seconded. The motion passed unanimously.

**5. Recommended Action: Other**

- 5.1 Vicky Tipp moved to approve CSE summaries reported to the Board on "November 29", 2011 (amended to December 13, 2011). Jeffrey Mester seconded. The motion passed unanimously. Randall Katchis noted the date should be corrected to December 13, 2011 and the motion was so amended. Karen Visser seconded. The motion passed unanimously.

- 5.2 Randall Katchis moved to approve an Exxon Mobil Grant, courtesy of Larry Milton, in the amount of \$500 to Westorchard School to be used for books for our kindergarten-second grade science curriculum. Karen Visser seconded. The motion passed unanimously.

- 5.3 Jeffrey Mester moved to amend item #7.1 motion made on November 29, 2011 to include amount of \$66,491.06. "Approve court ordered tax certiorari assessment reduction for Monaco Industries, LLC, in the amount of \$66,491.06." Vicky Tipp seconded. The motion passed unanimously.

- 5.4 Randall Katchis moved to approve court ordered tax certiorari assessment reduction for S.A.M. Associates, LP in the amount of \$490.98. Jeffrey Mester seconded. The motion passed unanimously.

Vicky Tipp moved to approve items #5.5- #5.8. Jeffrey Mester seconded. The motion passed unanimously.

- 5.5 Approve 2011-12 contract for educational services -revised with Eastchester Union Free School District for student #606128.
- 5.6 Approve 2011-12 contract for educational services -with Ardsley Union Free School District for student #600560.
- 5.7 Approve 2011-12 contract for educational services -with Pleasantville Union Free School District for students #13894, 14468, 14533, 18837, per individual contracts attached.
- 5.8 Approve 2011-12 contract for educational services -with Bronxville Union Free School District for student #601191.
- 5.9 Jeffrey Mester offered a Resolution for a list of items to be declared Obsolete, "WHEREAS, the District owns the attached list of items which are no longer useful or necessary for school district purposes and is of no value to the School District;

THEREFORE, BE IT RESOLVED, that the Board hereby declares such equipment to be surplus property and of no value to the School District and authorizes the disposal of such equipment in a prudent manner in accordance with law."

Randall Katchis seconded. The motion passed unanimously.

- 5.10 Jeffrey Mester offered a Resolution Standard Work Day and Time Reporting, "BE IT RESOLVED, that the Board of Education of the Chappaqua Central School District hereby establishes the following as standard work days for appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based upon the record of activities maintained and submitted by these officials to the District Clerk."

Vicky Tipp seconded. The motion passed unanimously.

**6. Facilities**

**6.1 Facilities Committee Report**

6.1.1 Jeffrey Mester reported board tours on Wednesday, November 30, 2011, at Seven Bridges Middle School, and Westorchard Elementary School went very well. The buildings look very good. Paving was completed at Seven Bridges. He noted that Wednesday, December 14, the Facilities Committee will meet at 7:00 p.m. at the Education Center. Everyone is welcome.

**7. Financials**

Vicky Tipp moved to accept the following reports:

7.1 Accept Revenue Report for November 30, 2011

7.2 Accept Expenditure Report for November 30, 2011

Randall Katchis seconded. The motion passed unanimously.

**8. President Kiesel gave Notice of Future Meetings -**

Monday, December 19, 2011, Board tours at Bell Middle School, 7:00 a.m. and Roaring Brook Elementary School 7:45 a.m.

Monday, December 19, 2011, Audit Committee, 7:30 p.m. Ed. Center

Tuesday, January 10, 2012, at Horace Greeley High School, 8:15 p.m.

Presentation: Budget Preview: How are we responding to BOE fiscal question?

Tuesday, January 31, 2012 Board/Administrative Retreat at Horace Greeley High School - -

Book Study: "Getting to Yes"

8:15 p.m. Work Session - Board Discussion: Third Strategic Question?

**9. Adjournment**

At 10:25 p.m. Jeffrey Mester moved to adjourn the meeting. Randall Katchis seconded. The motion passed unanimously.

Respectfully submitted,

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Theresa Markley  
District Clerk/Admin. Asst. to Superintendent

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Alyson Kiesel  
Board President

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**CHAPPAQUA CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
Chappaqua, New York**

**Date:** January 10, 2012  
**Time:** 8:15 p.m.  
**Place:** Horace Greeley High School Commons  
**Present:** Board of Education  
Alyson Kiesel, President  
Jeffrey Mester, Vice President  
Randall Katchis  
Vicky Tipp  
Karen Visser

**Staff Members**

**Present:** Dr. Lyn McKay, Superintendent  
Mr. Eric Byrne, Assistant Superintendent for Curriculum and Instruction  
Mr. John Chow, Assistant Superintendent for Business  
:  
Theresa Markley, District Clerk/Adm. Asst. to Superintendent

**Visitors Present:** Representatives of the Chappaqua PTA, school PTAs, building administrators, faculty, and other interested citizens.

President Alyson Kiesel convened the public session at 6:00p.m. Randall Katchis moved to enter into Executive Session for the purpose of negotiations, and legal issues with attorneys. Vicky Tipp seconded. The motion passed unanimously. At 8:27 p.m. Randall Katchis moved to adjourn the Executive Session. Karen Visser seconded. The motion passed unanimously.

At 8:35 p.m. Jeffrey Mester moved to reconvene the public session. Vicky Tipp seconded. The motion passed unanimously.

President Kiesel welcomed the community.

**Presentation:** Budget Preview: How are we responding to Board of Education (BOE) fiscal question?

Dr. McKay noted that tonight's presentation is an overview of the budget with some budget history added. Guided by strategic questions, the four pillars, operating standards with some proposed modifications from last year, the components, and ideas about going forward with projects and the tax cap will be discussed in the presentation. Dr. McKay stated that we know how to be effective and efficient and it is our intent to bring in a budget that is under the tax cap.



John Chow, Assistant Superintendent for Business reported that we used the operating standards to guide the budget. He discussed the items in detail that the district knows will impact the budget.

Dr. McKay repeated this is not the proposed budget. By comparing ten years ago to now puts the increases in context of where we were and where we are now. It is clear that the salaries and benefits are the major expenditures.

Mr. Chow graphed the expenditures from 2003-04 to the present. The last three years depict the zero and lower budget increases. He reviewed the major events with building and construction costs and additional teachers to service increased enrollment. He reported that over the last three years, the district has made 77 staff and support staff reductions. He then compared the increases in budgets, tax levy and tax rates. Mr. Chow reviewed the rollover budget for 2012-13, which is an estimate of those numbers we do not know plus those we do. He explained the process for calculating the Property Tax Cap and the tax levy cap at lesser of 2% or CPI. The rollover budget increase is \$2,767,640 or 2.48%. The amount to be reduced to get to the maximum tax cap of \$1.336,192 or 1.20%. He then explained the next steps to seek further savings, resolve unknowns, such as (Teachers Retirement System (TRS) number, finalize personnel numbers, and then the recommended budget will be presented at the February 28 board meeting.

Mr. Chow also mentioned the Knowledge Café and noted that some very valuable information was received.

**1. Information Business Affairs**

**1.1 President's Report**

1.1.1 Putnam/Northern Westchester Capital Project: follow up discussion  
President Kiesel noted that the board has had successive conversations with PNWBOCES administrators to clarify questions.

Jeff Mester moved to approve the resolution to enter into a joint agreement with the PNWBOCES and the seventeen other component schools, according to the formal resolution provided:

Resolution of Chappaqua Central School District, New York adopted January 10, 2012, authorizing said school district to enter into a joint agreement with the Board of Cooperation Educational Services of the sole supervisory District of Putnam/Northern Westchester Counties (the "BOCES") and the seventeen other component school districts of the BOCES for the reconstruction of, and construction of improvements to, various BOCES facilities pursuant to Section 1950 of the Education Law.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF CHAPPAQUA CENTRAL SCHOOL DISTRICT (by a vote of not less than a majority of all the members of said Board of Education) AS FOLLOWS:

Section 1. The Chappaqua Central School District (the "District") is hereby authorized to enter into a Joint Agreement in substantially the form attached hereto as Exhibit A and made a part hereof with the Board of Cooperative Educational Services of the Sole Supervisory District of Putnam/Northern Westchester Counties (the "BOCES") and the seventeen other component school districts of the BOCES (the District and said component school districts referred to collectively hereinafter as the "Component School Districts") for the reconstruction of, and construction of improvements to, various BOCES facilities. Said Joint Agreement, in addition to providing for all other matters deemed necessary and proper, (i) sets forth the cost of such reconstruction of, and construction of improvements to, such BOCES facilities and costs incidental thereto and (ii) provides for an allocation and apportionment of said costs among the Component School Districts on such equitable basis as the parties thereto shall determine and agree, and further sets forth the proportion of the total cost to be provided by each such Component School District in accordance with such allocation and apportionment.

The Component School Districts are as follows:

Bedford Central School District  
Brewster Central School District  
Briarcliff Manor Union Free School District  
Carmel Central School District  
Chappaqua Central School District  
Croton-Harmon Union Free School District  
Garrison Union Free School District  
Haldane Central School District  
Hendrick Hudson Central School District  
Katonah-Lewisboro Union Free School District  
Lakeland Central School District  
Mahopac Central School District  
North Salem Central School District  
Ossining Union Free School District  
Peekskill City School District  
Putnam Valley Central School District  
Somers Central School District  
Yorktown Central School District

Section 2. The President of the Board of Education, the chief fiscal officer of the District, and in his/her absence, the Vice President of the Board of Education, is hereby authorized and directed to execute said Joint Agreement for and on behalf of the District.

Section 3. The District hereby agrees to take any and all actions necessary as required by said Joint Agreement to accomplish the purposes and intent of the Joint Agreement.

Section 4. This resolution shall take effect immediately.  
(Exhibits and full contract attached.)

Randall Katchis seconded.

Board members then expressed their opinions and acknowledged the district's moral and legal obligations to PNWBOCES. As part of the 18 component schools districts who built BOCES, we are responsible for the buildings, and support and value the services they provide, however the district has to think of the fiduciary responsibilities to our constituents. They should consider more of their ongoing operations and cost saving alternatives. We would like to have more of the idea of usage, especially by other schools. The district has not received a long range plan on how they are going to continue to fix the solutions.

All in favor - none. Opposed - all five board members voted to oppose this resolution. It was noted that we look forward to working with all the districts to come up with some long term plans and creative solutions.

**1.1.2 New Town Board**

President Kiesel offered congratulations and welcome to the new town board and the school board looks forward to continuing our good working relationship.

**1.1.3 Harlem Wizards -**

President Kiesel announced that the Harlem Wizards will be playing against staff on January 29 in the Greeley gym as a fund raiser sponsored by the Chappaqua School Foundation. All proceeds go to support the district.

**1.2 Superintendent's Report**

**1.2.1 Proposed Calendar for 2012-13**

Superintendent McKay presented the proposed calendar for Chappaqua School District for 2012-13. A discussion ensued and options will be researched.

**1.2.2 Search information - Roaring Brook & Horace Greeley Principals**

Dr. McKay reported that well over a hundred applications were received for both positions. Applications are due by January 12. We completed a nationwide search with multiple leadership organizations. Committees are being set up to interview candidates. Facilitators are Paul Citarella and Jim Skoog. We hope to have 8-10 candidates for committees to interview resulting in three-four semifinalists. There will be opportunities for Board and other constituent groups to meet final candidates. Dr. McKay will make her recommendations to the board in early March. The process will be detailed in the newsletter.

**1.2.3 Student Achievements**

Dr. McKay noted the accomplishments of some of our Greeley grads who were recently in the news. Jonathan Bittner was recently named to Forbes Magazine's list of "30 under 30 in Real Estate." Jon is co-founder and COO of Splitwise, a web site and smartphone app that uses mathematical algorithms he developed to help roommates fairly divide shared living expenses. Jon attended Yale University and is currently an astrophysics PhD candidate at Harvard University. Matthew Witko was the 17th overall pick selected by Major League Lacrosse's expansion team Ohio Machine in the third round of the supplemental draft. Matt plans to attend medical school in the fall.

Questions and Comments - PTA comments on the 2012-13 calendar suggested omitting the February break in order to end school on June 21.

**2. Organization**

- 2.1 President Kiesel gave a first reading of the Revision: 5016 Acceptable Use Policy For Student Computer and Internet Use. She explained that the social media, Twitter, was being used as a pilot program in the LIFE School and this means that we need to update the acceptable use policy for students. It was suggested that the teacher policy be changed at the same time and any suggested changes should be emailed to the policy committee

**3. Approvals**

- 3.1 Randall Katchis moved to approve Minutes of November 29, 2011. Karen Visser seconded. The motion passed unanimously.

4. **Recommended Action: Personnel**

Dr. McKay made the following recommendations:

4.1 **Instructional**

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as per diem substitute teachers to be employed on an "as needed" basis":

Victoria DeMagistris,  
Mary DeSandolo,  
Janet Fletcher,  
Denise Goodliffe,  
Amanda Goodman, and  
Jessica Moschetti.

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby authorizes the attached Addendum Agreements for Services for the individuals and agencies listed below effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education":

HTA of New York, Inc.,  
HTA of New York, Inc., and  
HTA of New York, Inc.

**Request for Discretionary Leave of Absence:**

Ms. Jennifer Kirkpatrick, Teaching Assistant, Robert E. Bell Middle School, effective November 21, 2011 through January 13, 2012.

**Request for Child Care Leave of Absence:**

Ms. Jessica Sansevera, Teacher of Elementary Education, Robert E. Bell Middle School, effective January 3, 2012 through January 13, 2012.

Ms. Jenny Gieras, Teacher of Elementary Education, Roaring Brook Elementary School, effective January 11, 2012 through June 30, 2012.

**Resignation for Purposes of Retirement:**

Ms. Barbara Carlsen, Teacher of Music, Seven Bridges Middle School, effective June 30, 2012.

**Resignation:**

Ms. Tammy Ghirardi, Assistant Principal, Westorchard Elementary School, effective June 30, 2012.

**Appointment: Regular Substitute**

Ms. Kaity Holderman, Regular Substitute Teacher of Elementary Education, Roaring Brook Elementary School, effective November 28, 2011 through June 30, 2012 (or earlier at the discretion of the Board of Education), Step 1, B(BA+45) with Masters, \$69,766, prorated.

**Appointment: Part Time**

Ms. Kelly Connery, (.5) Teaching Assistant, Douglas Grafflin Elementary School, effective December 19, 2011 through June 30, 2012 (or earlier at the discretion of the Board of Education), \$10,628, prorated.

Mr. Anthony Castagna, Athletic Coordinator, District wide, effective November 7, 2011 through March 1, 2012 (or earlier at the discretion of the Board of Education), \$4,170.

**Appointment: Volunteer Coaching**

Mr. Dillon Clark, Varsity Girls' Basketball Assistant, Horace Greeley High School, effective December 20, 2011 through March 1, 2012 (or earlier at the discretion of the Board of Education).

Randall Katchis moved to accept the recommendations. Karen Visser seconded. The motion passed unanimously.

**4.2 Non-instructional**

Dr. McKay made the following recommendations:

**Resolution:**

BE IT RESOLVED, that the Board of Education hereby authorizes the following personnel change, effective January 11, 2012:

Carlos Uribe, Cleaner at Seven Bridges Middle School moving to Custodial Worker at Seven Bridges Middle School, \$48,379 plus a \$1,982 night stipend.

**Resignation for Purpose of Retirement:**

Jose Priegue - Maintenance Laborer at the Pole Barn, retiring effective January 3, 2012.

Karen Visser moved to accept the recommendations. Vicky Tipp seconded. The motion passed unanimously.

**5. Recommended Action: Other**

5.1 Vicky Tipp moved to approve CSE summaries reported to the Board on January 6, 2012. Randall Katchis seconded. The motion passed unanimously.

5.2 Randall Katchis moved to approve a gift from an anonymous donor to the Horace Greeley music program in the amount of \$1,000; \$500 to the Chorus/Madrigal and \$500 to Symphonic Band/Stage Band. Vicky Tipp seconded. The motion passed unanimously.

5.3 Karen Visser moved to approve proposal/retainer agreement with Sive Paget & Riesel, P.C. for counseling on compliance with State Environmental Quality Review Act ("SEQRA") for conversion of athletic field to artificial turf, field lighting and other improvements such as Horace Greeley roof. Jeffrey Mester seconded. The motion passed unanimously.

**6. Facilities**

**6.1 Facilities Committee Report**

6.1.1 Report of board tours on Monday, December 19, 2011, at Bell Middle School, and Roaring Brook Elementary School.

Jeffrey Mester reported both schools are in very good shape and again congratulated Joe Gramando and his staff for their high quality maintenance of the buildings.

**7. Financials**

Randall Katchis moved to accept the following reports, 7.1 - 7.3. Karen Visser seconded. The motion passed unanimously.

7.1 Treasurer's Report - November 30, and December 31, 2011

7.2 Expenditure Report - December 31, 2011

7.3 Revenue Report - December 31, 2011

7.4 Jeffrey Mester moved to accept the Claims Auditor Reports - November 30, and December 31, 2011. Vicky Tipp seconded. The motion passed unanimously.

Jeffrey Mester moved to approve items 7.5 and 7.6 tax certiorari reductions. Randall Katchis seconded. The motion passed unanimously.

7.5 Approve court ordered tax certiorari assessment reduction for Daniel & Sharon S. in the amount of \$3,374.76.

7.6 Approve court ordered tax certiorari assessment reduction for David & Sharon D. in the amount of \$6,977.00.

8. President Kiesel gave Notice of Future Meetings -  
Tuesday, January 31, 2012 Board/Administrative Retreat at Horace Greeley High School - -  
Book Study: "Getting to Yes"  
8:15 p.m. Work Session - Board Discussion: Third Strategic Question?

9. Adjournment

Jeffrey Mester moved to adjourn to Executive Session at 11:35pm. Randall Katchis seconded. The motion passed unanimously. At 12:35 a.m. Jeffrey Mester moved to adjourn the Executive Session and return to public session for the purpose of adjourning the meeting. Randall Katchis seconded. The motion passed unanimously.

Respectfully submitted,

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Theresa Markley  
District Clerk/Admin. Asst. to Superintendent

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Alyson Kiesel  
Board President

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**CHAPPAQUA CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
Chappaqua, New York**

**Date:** January 31, 2012  
**Time:** 8:15 p.m.  
**Place:** Horace Greeley High School  
**Present:** Board of Education  
Alyson Kiesel, President  
Jeffrey Mester, Vice President  
Randall Katchis  
Vicky Tipp  
Karen Visser

**Staff Members**

**Present:** Dr. Lyn McKay, Superintendent  
Mr. Eric Byrne, Assistant Superintendent for Curriculum and Instruction  
Mr. John Chow, Assistant Superintendent for Business  
Theresa Markley, District Clerk/Adm. Asst. to Superintendent

**Visitors Present:** Representatives of the Chappaqua PTA, school PTAs, building administrators, faculty, and other interested citizens.

President Alyson Kiesel convened the public session at 6:30p.m. moved to enter into Executive Session for the purpose of the discussion of the employment history of a particular person or persons. Randall Katchis seconded. The motion passed unanimously. At 8:26 p.m. Jeffrey Mester moved to adjourn the Executive Session. Randall Katchis seconded. The motion passed unanimously.

At 8:28 p.m. Jeffrey Mester moved to reconvene the public session. Randall Katchis seconded. The motion passed unanimously.

President Kiesel welcomed the community. She reported on the Westorchard Elementary School (Learning Walk) this morning and commented on how much thought and effort goes into the teaching process. Each board member commented on the positive experiences in the classrooms and the enthusiasm that our teachers have for teaching. Their collective wish was for more parents to see what their children do, how they create thesis, reference materials, and provide resolution. It's put into the context of how the program has accelerated and grown and how the teachers are able to revitalize the program, tailoring the program to each child's needs. The dynamic allowed students not to be locked into the same group, but able to move into another area as they progressed.

Allison Wintner reported on the success of the Chappaqua School Foundation (CSF) Harlem Wizards basketball this past Sunday. She thanked the teachers and administrators for coming in on their day off to participate in the game and for being such great sports.

**Work Session to discuss:** Possible third strategic question.

Superintendent Dr. Lyn McKay opened the discussion by providing some context using the district mission statement as a starting point to talk about life skills and ask if the district needs to more clearly define what we are looking for and how to address those issues.

Lyn set the background of the existing two strategic questions, budget and operations and teaching and learning. She reported ideas and questions from groups such as Chappaqua Education for the Future (CEFF) R21K, Race to Nowhere. How does the district think about bullying, honesty? How do we enhance the social, emotional, and physical health of students? There is a community group composed of clergy, social workers, teachers, who asked how does the district bring these ideas to the community? For a long time the district has used a program to help build character development, but it has not been looked at in a systemic way. Perhaps there is a need to connect all of this. Should we have a question and if we should, how do we gather the information from all the stakeholders in the community?

Board members offered varied view points and comments such as:

- My child's social and emotional health are my responsibility. Do I want to give these responsibilities to a teacher who may have entirely different values than mine?
- But we should come up with a community standard of safety and expectations.
- Another member felt we are not talking about values, but respect for each other.
- Student's emotional state reflects how he or she feels in school and supports a good feeling that he or she can succeed. We can teach about personal space and behavior about boundaries and how to enforce them consistently.
- We are not just about doing well in school, high grades, good job, but teaching "to be able to manage their lives within the world" to help them succeed in life, be resilient, confident, develop good relationships, how to cope with stress. It's about teaching them other than academic skills and you need more than that to be a functioning human being in this world.

Do we focus on these other non-academic aspects? Do we make them into a third questions and how do we assess it? Do we teach kids to have these other emotional skills, but how do we do it? Are we clear with our students? Do they know what honesty means so we can give clear feedback? Dr. McKay stated that we can measure them and we can create core standards to ensure this.

What is the difference between having a mission statement and strategic question?

Dr. McKay explained that a question is actionable. It becomes a goal level and the questions can be actualized. The district can move forward in a consistent way. We need to have three questions to make sure that we can see that we support our children academically, emotionally, and then fiscally. The elements are there to be developed and the strategic questions have been very powerful in guiding our work.

Eric Byrne, Assistant Superintendent for Curriculum and Instruction, noted that we saw it on display in the classroom today to help focus on the discussion and work. We could develop a question that would help us with the social emotional needs of the students.

Comments: There were several positive comments from the community to support a third question initiative.

President Kiesel summed it up by saying that there is lots to talk about and we can share ideas and input.

President Kiesel thanked Principal Jim Skoog and the teachers of Westorchard who participated in the hands on experience today.

**1. Information Business Affairs**

**1.1 President's Report**



1.2 Superintendent's Report

1.2.1 Search status

Dr. McKay informed the board and community of the status of the two principal searches for Horace Greeley High School (HG) and Roaring Brook Elementary School (RB). Dr. McKay has completed the first rounds for both HG and RB. The process is moving forward with two HG candidates and three for RB.

Interim Assistant Superintendent for Human Resources, Paul Citarella and Principal Mike Kirsch are the facilitators for Greeley Principal. Mr. Citarella and Principal Jim Skoog are facilitators for the Roaring Brook search and they reported on their progress with their respective searches. There were 147 applicants for Horace Greeley and 197 for Roaring Brook. Some applied for both positions.

Dr. Kirsch and Mr. Skoog provided additional background on their respective searches. Both described the process for both stakeholders and applicants as rigorous. Stakeholders had an orientation that included meetings with school district attorneys on appropriate questions to ask and the importance of confidentiality. Mr. Citarella and Dr. McKay met with various stakeholders to determine what characteristics they were looking for in candidates.

Applicants were scheduled for second and third interviews before becoming final candidates. After a full day of interviews with parents, teachers, administrators, board members, and students (at the high school), candidates provided a writing sample and discussed specific accomplishments. By early March, Superintendent McKay should be able to make recommendations to the board.

1.2.2 Proposed calendar for Chappaqua School District 2012-13, *continued*

Dr. McKay explained the issues with the proposed calendar caused partly by the way the holidays fall, but mostly because school districts are in a state of limbo until New York State Education Department finalizes the "ratings day" – last day that Regents are given. If it is moved back from the tentative date of June 21, the rule that students cannot attend class after ratings day will need to be changed. We await their decision.

2. **Personnel**

Superintendent McKay made the following recommendations:

2.1 Instructional

**Resolution:**

"BE IT RESOLVED that, the Board of Education hereby authorizes the attached Agreements for Services for the individuals and agencies listed below effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education": Judith Moskowitz.

**Request for Child Care Leave of Absence:**

Ms. Lindsay Morton, Teacher of Elementary Education, Robert E. Bell Middle School, effective January 17, 2012 through February 7, 2012.

Jeffrey Mester moved to approve the recommendations. Randall Katchis seconded. The motion passed unanimously.

3. **Recommended Action: Other**

3.1 Vicky Tipp moved to approve CSE summaries reported to the Board on January 27, 2012. Karen Visser seconded. The motion passed unanimously.

3.2 Resolution to amend the Artificial turf contract.

Randall Katchis offered the following resolution, "Be it resolved that the Board authorizes the

Board President to enter into an amendment to the August 10, 2011 Artificial Turf agreement with The Chappaqua Turf Committee (TCTC) to provide additional private funds to expand the scope of the project." Jeffrey Mester seconded. The motion passed unanimously.

3.3 Resolution to amend the WBA contract.

Jeffrey Mester offered the following resolution, "Be it resolved that the Board authorizes the Board President to enter into an amended agreement with the WBA Group, Inc. for design and construction management services contingent upon receipt of the necessary funds from the The Chappaqua Turf Committee (TCTC)." Randall Katchis seconded. The motion passed unanimously.

3.4 Jeffrey Mester moved to approve court ordered tax certiorari assessment reduction for H. P. & Joseph A. H. total school refund \$3,177.31. Vicky Tipp seconded. The motion passed unanimously.

4. President Kiesel gave Notice of Future Meetings -

Tuesday, February 3, 6, 7, 8, 9, 2012, which we anticipate will go into Executive session for discussion of the employment history of a particular person or persons.

Tuesday, February 28, 2012, 8:15 p.m., at Horace Greeley High School

Presentation: Superintendent's Budget Proposal

Budget Discussion (School Programs and Staffing)

5. Adjournment

At 10:00 p.m. Vicky Tipp moved to adjourn the meeting. Jeffrey Mester seconded. The motion passed unanimously.

Respectfully submitted,

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Theresa Markley  
District Clerk/Admin. Asst. to Superintendent

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Alyson Kiesel  
Board President

tm

Board of Education  
February 7, 2012

DRAFT Official Minutes

CHAPPAQUA CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
Chappaqua, New York

**Date:** February 7, 2012  
**Time:** 7:30 a.m.  
**Place:** Horace Greeley High School  
**Present:** Board of Education  
Alyson Kiesel, President  
Jeffrey Mester, Vice President  
Randall Katchis  
Vicky Tipp  
Karen Visser

**Staff Members**

**Present:** John Chow, Assistant Superintendent for Business  
Lisa Rusk, Esq. School Attorney of Shaw, Perelson, May, Lambert, LLP

**Visitors Present:**

President Alyson Kiesel convened the public session at 7:00a.m. President Kiesel appointed Jeffrey Mester Clerk Pro Tem. Randall Katchis seconded. The motion passed unanimously.

President Kiesel introduced a motion to grant permission for the PTA to utilize a special wi-fi network connection under the direction of technology for the purpose of connecting to a web-based ticket coordinating service for the student production at Seven Bridges. Vicky seconded. The motion passed 4-1. Kiesel, Katchis, Tipp and Visser voted in favor; Mester opposed. The motion passed.

At 7:10 a.m., Randall Katchis moved to enter into Executive Session for the purpose of discussing the employment history of a particular person. Vicky Tipp seconded. The motion passed unanimously. At 8:30 a.m. Randall Katchis moved to adjourn the Executive Session. Karen Visser seconded. The motion passed unanimously.

At 8:35 p.m. Jeffrey Mester moved to reconvene the public session for the purpose of adjournment.. Vicky Tipp seconded. The motion passed unanimously.

Respectfully submitted,

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Jeffrey Mester  
District Clerk Pro Tem

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Alyson Kiesel  
Board President

tm

<u>ID</u>	<u>To BOE</u>	<u>Year</u>
701841	2/14/2012	2011-12
602921	2/14/2012	2011-12
600831	2/14/2012	2011-12
701371	2/14/2012	2011-12
701836	2/14/2012	2011-12
700140	2/14/2012	2011-12
700733	2/14/2012	2011-12
601569	2/14/2012	2011-12
700399	2/14/2012	2011-12
603212	2/14/2012	2011-12
602922	2/14/2012	2011-12
701191	2/14/2012	2011-12
602260	2/14/2012	2011-12
700087	2/14/2012	2011-12
602692	2/14/2012	2011-12
602940	2/14/2012	2011-12
700536	2/14/2012	2011-12
603207	2/14/2012	2011-12
601065	2/14/2012	2011-12
700957	2/14/2012	2011-12
603142	2/14/2012	2011-12
701624	2/14/2012	2011-12
601668	2/14/2012	2011-12
700475	2/14/2012	2011-12
601191	2/14/2012	2011-12
701387	2/14/2012	2011-12
602350	2/14/2012	2011-12
602285	2/14/2012	2011-12
701863	2/14/2012	2011-12
00467	2/14/2012	2011-12
00561	2/14/2012	2011-12
701229	2/14/2012	2011-12
701925	2/14/2012	2011-12
701991	2/14/2012	2011-12
600727	2/14/2012	2011-12
700829	2/14/2012	2011-12
701580	2/14/2012	2011-12
602172	2/14/2012	2011-12
701760	2/14/2012	2011-12
700189	2/14/2012	2011-12
602703	2/14/2012	2011-12
313114	2/14/2012	2011-12
600418	2/14/2012	2011-12

Settlement for student #601669 discussed in Exec session.

**Heidi McCarthy, Ed.D.**  
**Director of Special Programs**  
**and Services**

# Memo

**To:** Lyn McKay  
**From:** Heidi McCarthy  
**Date:** 2/2/2012  
**Re:** BOE appointment of CSE Sub-Committee Chairpersons

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I respectfully request that you submit to the Board of Education my request to appoint the following individuals as Sub-Committee Chairpersons of the Committee on Special Education (CSE) for the remainder of the 2011-2012 school year. These individuals may assume the role as the Sub-Committee Chairperson for one or more CSE Annual Review meetings.

Please contact me if you have any questions. Thank you for your assistance.

Karen Caliendo  
Lauren Andrews  
Ellen Pincus  
Lisa Tighe  
Ali McCarville  
Colleen Kourakos  
Dr. Nancy Chapar  
Faye D'Ambrosio  
Doreen Callendrella  
Megan Emerson  
Ellen Moskowitz  
Kathryn Rowland  
Dr. Joe Schippa  
Gerard Shine  
Anne DeCora  
Felice Gittleman  
Mary Ellen Ferricane  
Theresa Zuckerberg  
Barbara Fingerroth  
Kristin Mongiello  
Phyllis Miller  
Dr. Sue Costantini  
Dr. Annemarie Giannettino  
Meredith Greene  
Heather Strickland

Jamie Hariegel  
Sherri Huffman  
Clint Keegan  
Sara Kenney  
Jen Cioppa  
Mary Comparetto  
Dr. Sherry Schur  
Tricia Greco  
Lilli Ross  
Laura Triglia  
Shelly Langton  
Kristen Fontanes  
Amy Rubenstein  
Jeff Cole  
Karin Pelletier  
Dr. Patrick McAuliffe  
Dr. John Alkalay  
Dr. Stephanie Lia  
Michael Abulencia  
Mary Callaghan  
Kerin Heim  
Jonathan Hirsch  
Patricia Janecka  
Mary Ellen Kelly  
Jessica Letiman  
Annamarie Marasco

Charles McKenna  
Teresa McKenna  
Susan Miller  
Chris Parke  
Dr. Gail Schlenger  
Jacqueline Simone  
Cara Stirpe  
Yvette Sullivan

# Memo

**To:** Theresa Markley  
**From:** Mike Trnik, Purchasing  
**CC:** John Chow  
**Date:** 02/13/2012  
**Subject:** Apple Single Purchase Agreement

The following is a request for an approval for use of a Single Purchase Agreement from Apple. In order for the school district to submit purchase orders that contain both NYS Contract items as well as Non-NYS Contract items, Apple is requesting that a signed copy of the Single Order Purchase Agreement be submitted.

MT





## SINGLE PURCHASE AGREEMENT

### 1. INSTRUCTIONS FOR ORDERING

A. A completed, signed Single Purchase Agreement MUST be submitted with each purchase order. This applies to repeat orders as well as Purchaser's initial order.

B. Carefully read and execute this Agreement below:

C. New Customers - The following must be included:

- Purchaser's certificate of accreditation. This must be from the Department of Education or similar state educational agency.

- Purchaser's tax exemption certificate (if applicable).

- If Purchaser is a private educational institution, a completed credit application.

D. Enclose your purchase order with this Agreement and send to:

Apple Inc.

12545 Riata Vista Circle

MS: 198-3ED

Austin, TX 78727

E. For information regarding the status of your purchase order, please contact the Apple Support Center at (800) 800-2775.

2. SCOPE. These terms and conditions ("Agreement") shall apply to the sale of all Products (defined below) by Apple Inc. ("Apple") to the undersigned Buyer and this Agreement shall apply to all quotations made by Apple, irrespective of whether Buyer accepts this Agreement by a written acknowledgement, by electronic click acceptance, or by acceptance of delivery of Products hereunder.

3. DEFINITIONS. A. "Apple Products" means hardware and software products manufactured, distributed or licensed under the Apple brand name that Purchaser has paid to acquire or has properly license from Apple for its own use, but excluding third party software and all other third party products B. "Limited Warranty" means and is limited to Apple's standard limited warranty that is set forth in the documentation that accompanies an Apple Product purchased under this Agreement. C. "Products" means Services and hardware and software products, including Apple Products that may be sold by Apple to Buyer for Buyer's own use. C. "Services" mean, collectively, the standard price-listed service, support and/or training products sold under the Apple Inc. brand name that Buyer has paid to acquire.

4. NO RESALE. Products purchased shall be for Buyer's own use in its facilities in the United States (and in the case of U.S. Government agencies, in U.S. Government overseas locations, subject to U.S. export laws) and shall not be purchased for the purpose of resale to any entity or individual.

5. NO EXPORT. A. Except in the case of U.S. Government agencies, Products may not be purchased for export outside the United States, either directly or indirectly. B. For U.S. Government agencies only, this Agreement is subject to all laws, regulations, orders or other limitations on the export and re-export of commodities, technical data and software. Buyer agrees that it will not export, re-export, or transfer any export controlled commodity, technical data or software (a) in violation of such limitations imposed by the United States or any other appropriate national government authority, or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all licenses or necessary approvals.

6. PRICE AND ORDERS. A. Prices shall be as set forth on the applicable Apple price list in effect on the date Buyer's order is accepted by Apple. Apple reserves the right to accept or decline any order, in whole or in part. Unless Buyer notifies Apple otherwise, Apple may make partial shipments of Buyer's order. Apple will not be liable for any failure to ship complete orders. Buyer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Buyer. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Prices include standard freight and insurance using an Apple-selected carrier. All applicable local sales or use taxes, duties, or other imposts, if any, due on account of purchases hereunder shall be paid by Buyer. Proof of tax exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. B. Services; Limited Billing Service Account. Apple will provide Buyer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs. Buyer may be asked to submit a purchase order when placing a service order. Buyer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list; Apple will quote current pricing to Buyer prior to processing any purchase order, and Buyer will have the option to either accept or decline the quoted prices. In the event Buyer accepts the quoted pricing, Apple will process the purchase order under the terms of this Agreement; should Buyer decline the quoted prices, Apple will not process the purchase order.

7. TITLE AND DELIVERY. A. Except in the case of U.S. Government agencies, title and risk of loss to all Products will pass to Buyer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the term of this Agreement, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the term of this Agreement, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Buyer named as the loss payee. When not shipping Products pursuant to Apple's standard practices but instead shipping via a carrier selected by Buyer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. B. For U.S. Government agencies only, title and risk of loss to all Products will pass to Buyer upon delivery to Buyer's delivery point. If Buyer provides Apple with specific shipping instructions, Apple will use commercially reasonable efforts to ship such orders according to Buyer's instructions. Shipping charges for orders shipped under Buyer's instructions will be added to Apple's invoice, or shipped freight collect, at Apple's option. When not shipping Products pursuant to Apple's standard practices but instead shipping via a carrier selected by Buyer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit.

8. PRODUCT RETURNS. Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

9. PAYMENT. Buyer will be invoiced upon shipment of Products and payment of such invoice is due no later than thirty (30) days from the date of Apple's invoice. ~~Apple will also charge any fees due from Buyer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar statutes in other states. Apple reserves the right to change Buyer's credit terms at any time.~~

10. SERVICES. Services (such as the AppleCare Protection Plan) are subject to the terms and conditions that accompany those Apple Products. Services are not available for any Products other than Apple Products.

11. LIMITED WARRANTY. A. The sole warranty for Apple Product, if any, purchased under this Agreement shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty from Apple. All Products, other than Apple Products, are sold "as is" ad without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in any warranty documentation that accompanies such Products. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products other than Apple Products. C. EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES AND APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. PROPRIETARY RIGHTS. Purchaser, as an end user, is licensed to use any software contained in the Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States. Unless Purchaser has obtained Apple's prior written consent, Purchaser, in addition to any obligations or restrictions set forth in any license that may accompany a Product, shall not copy the software, except to back up or for archival purposes, and Purchaser shall promptly affix to any such copy the same proprietary and copyrights notices as were affixed to the original. Purchaser shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form, or permit any persons to do any of the foregoing.

13. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding anything to the contrary, except to the extent prohibited by applicable law, the maximum aggregate liability of Apple for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, warranty, tort, strict liability, statute or otherwise, shall be limited to three hundred thousand U.S. dollars (\$300,000). IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE. The remedies set forth in this Agreement shall be Buyer's sole and exclusive remedies for any claims against Apple, its agents and subcontractors in connection with or related to this Agreement. The parties further agree that the liability cap set forth herein shall not be applied cumulatively or on a per claim basis and nothing shall be construed so as to enlarge that aggregate limit. THE PARTIES AGREE THAT THE ABOVE TERMS REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT.

~~New York, NY~~  
14. GENERAL TERMS. A. Governing Law; Venue; Limitation of Claims. These Terms and Conditions of Sale will be governed and interpreted under the law as follows: (i) for publicly or privately held companies and private educational institutions, this Agreement will be governed and interpreted under the laws of ~~California~~, U.S.A., without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in ~~Santa Clara County~~, California. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought. If a longer period is provided by statute, the parties hereby expressly waive it; (ii) for public educational institutions or state/local government entities, this Agreement will be governed and interpreted under the laws of the state in which Buyer is located. (iii) for U.S. Government agencies this Agreement will be governed and interpreted in accordance with federal law. B. Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of this Agreement. C. Waivers. A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind. D. Assignments. Buyer shall not assign its order, or any interest therein, or any rights hereunder without the prior written consent of Seller. E. Entire Agreement. This Agreement contains all the agreements, warranties, understandings, conditions, covenants, and representations made between Buyer and Apple concerning the subject matter. Neither Buyer nor Apple will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Buyer acknowledges that Apple refuses any different or additional provisions in purchase orders, invoices, or similar documents, and such refused provisions will be unenforceable. F. Modifications. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. G. Force Majeure. Neither party shall be liable for any delay or failure to meet its obligations (except for Purchaser's payment obligations) under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, epidemics, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. Notwithstanding, this provision shall not be construed to relieve Purchaser of its obligations to make payments to Apple pursuant to this Agreement.

Caution to Signatory  
The person signing this Agreement certifies that he or she has authority to contractually bind his or her organization to the terms and conditions of this Agreement. Please check to make certain that you have that authority.

Entity Name: \_\_\_\_\_

Purchaser Order Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

# Memo

**To:** Theresa Markley  
**From:** Mike Trnik, Purchasing  
**CC:** John Chow, Jim Skoog  
**Date:** 02/14/2012  
**Subject:** New Postage Meter Agreement

- The current postage meter lease for Westorchard Elementary School with the current vendor Neopost/Hasler has expired. As a result, we have decided to go with Pitney Bowes for their new postage meter agreement.
- Pitney Bowes is currently under NYS Contract #PC65205 E for postage meter rental.
- In addition, the monthly rate of the current postage meter agreement is at \$132.24. New agreement being offered by Pitney Bowes is at an amount of \$54.00 per month. Rate change protection is included.

MT

## **SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT**, hereinafter referred to as "The District," and **THE CHAPPAQUA TEACHERS' ASSOCIATION, INC.**, hereinafter referred to as "The CCT";

**WHEREAS**, pursuant to the provisions of Education Law Section 3012-c the parties are required to negotiate certain subjects to inform the Annual Professional Performance Reviews of classroom teacher as described in Part 30-2.4 and 30-2.5 of the Regent's Rules: and

**WHEREAS**, the parties have negotiated in good faith to conclusion regarding such subjects;

**NOW THEREFORE**, it is agreed that the following provisions shall be added to the District's APPR Plan Document for the 2012-13 school year:

### **1. ANNUAL EVALUATION – POINTS AND RATINGS**

The 100 point APPR composite shall be broken down as follows:

- A. 20 points will be determined, subject to state mandates, by state assessments or a comparable growth measure and a score for each teacher will be reported to the district by SED in June 2013. That score will then be incorporated into each teacher's total score, by the district, and reported back to SED. For teachers who are assigned to a class(es) with a NYS assessment that will result in a growth measure, a score will be reported from NYSED to Chappaqua Central Schools. The score reported from NYSED will be incorporated into teachers overall ratings as per Section 3012-c of the Education Law. For teachers who are assigned to a class(es) without a growth measure as defined by NYSED, Student Learning Objectives(SLO) will be developed by the teacher/department according to NYSED guidelines and Chappaqua Central School District procedures.
- B. 20 points will be based on locally developed measures of students. In the first year (2012-2013), teachers will have the opportunity to earn points in this category through their piloting and implementation of such measures. These new measures will be locally designed, quality, standards-based assessments that are meaningful for students and teachers. The assessments will embed diagnostic, formative, and summative components that are explicitly aligned to Chappaqua standards and the Common Core Standards thus ensuring validity. The assessments will be implemented fairly and

comparatively across classrooms in compliance with New York State testing-based standards.

**C. 60 Points:**

As per State requirement, 40 of the 60 points will be based on the evaluator's broad assessment of teaching practices. There will be at least two classroom observations of each teacher annually. Probationary teachers will have a minimum of three classroom observations during the school year. The evaluator and teacher will make use of the Danielson Framework for Teaching 2011 Revised Rubric approved by the State in evaluating a teacher's work. The Danielson rubric, which is attached to the end of this plan, is clearly linked to the New York State Teaching Standards. Its four domains are also incorporated into the template that will be used annually to guide each teacher through the APPR process. Those domains will be used by both the evaluator and teacher for the purpose of goal setting and the development of relevant inquiry questions.

The remaining 20 points will be earned through a process of self-reflection, goal setting, inquiry, the gathering of artifacts and other evidence of teacher effectiveness, and an end-of-year summary, to be developed in conjunction with the appropriate evaluator.

The evaluator working with the teacher shall, ultimately, determine the number of points earned by the teacher both according to the Danielson rubric and according to the teacher's completion of those other steps (goal setting, etc.). Each of the four domains defined in the Danielson rubric will receive equal weighting when it comes to assigning points. It will be incumbent upon the evaluator to keep the teacher well informed as to his/her progress throughout the year and as to the likely numerical outcome. Appendix "A" hereto sets forth a template and individual plan that will be utilized in determining the 60 points.

**2. TRAINING**

Apart from the training that the District will provide to its evaluators, teachers will receive training in the application of the Danielson rubric and in the peer review process so they can function in the role of peer observers for one another.

**3. RATING CATEGORIES IN RELATION TO EMPLOYMENT DECISIONS**

All teachers in the CCSD currently go through a rigorous hiring, professional development and evaluation process. The new APPR plan and the resulting rating for each teacher will become part of that existing, rigorous process. It will be expected that new teachers who receive ratings in the Effective or Highly Effective categories will continue making progress towards tenure in

the assessment of their pedagogy. Probationary and Tenured teachers receiving lower ratings will be placed on Teacher Improvement Plans, in accordance with NYSED directions.

#### **4. RATING CATEGORIES IN RELATION TO TEACHER DEVELOPMENT**

The new APPR for teachers has been developed to enhance our already strong continual improvement model. Through the development of inquiry questions, modeled on our effective Teacher Action Research Program, we expect that all teachers will further strengthen their abilities to make annual progress towards their goals and towards ever more effective teaching.

#### **5. TIMELY FEEDBACK**

Each year, as the initial step in the APPR process, each teacher will engage in a self-reflection process using the Danielson Rubric, the NYS Teaching Standards, and the Chappaqua Central School District Indicators to the Board of Education's Strategic Question for Teaching and Learning. Following the initial self-reflection, teachers will engage in a Reflection and Goal Setting Conference with their evaluator including a structured discussion about teacher strengths, teaching practices, and administrator feedback. During the course of the school year, teachers will participate in two peer collaboration sessions focused on supporting each teacher's Inquiry Question. At the close of the school year, teachers will participate in a summary conference with their evaluator.

All such meetings will continue and will serve as the opportunity for administrators to provide timely and constructive feedback to teachers regarding their work on their APPR's. Such meetings will provide the opportunity for teachers and administrators to review the Danielson rubric, to reflect on progress, as well as on areas for improvement. Both progress and need for improvement will be noted at these meetings.

#### **6. APPEALS PROCESS**

Appeals Process:

1. A teacher who receives an ineffective or developing rating on their APPR shall be entitled to appeal their annual APPR rating, based upon a paper submission to the evaluator, who shall be trained in accordance with the requirements of statute and regulations and also possess either an SDA or SBL Certification. A tenured teacher may choose to submit a written rebuttal upon determination of an "Effective Rating" if desired, but may not appeal such rating.
2. The appeal must be brought in writing, specifying the area(s) of concern, but limited to those matters that may be appealed as prescribed in Section 3012-c of the Education Law. Further, a teacher who is placed on a Teacher Improvement Plan ("TIP") shall have a

corresponding right to appeal concerns regarding the TIP in accordance with the requirements set forth in Section 3012-c of the Education Law.

3. An appeal of an evaluation or a TIP must be commenced within ten (10) calendar days of the presentation of the document to the teacher or else the right to appeal shall be deemed waived in all regards.
4. The evaluator shall respond to the appeal with a written answer that either grants the appeal and directs further administrative action or denies the appeal. Such decision shall be made within ten (10) calendar days of the receipt of the appeal.
5. In the event that the teacher is unsatisfied with the result of the appeal, a further appeal may be taken to the Superintendent of Schools within ten (10) calendar days of receipt of the evaluator's decision upon the appeal.

1. The first part of the appeal to the Superintendent shall consist of a review of the appeal by an Appeals Committee that shall be composed of the following membership:

The CCT President or designee

2 Tenured teachers selected by the CCT President or designee

1 Tenured Administrator selected by the Superintendent of Schools

2. Upon the selection of committee members, those who have not previously been trained in the appeals process by the District shall immediately be provided with such training.
3. The Appeals Committee shall conduct its proceedings confidentially and make a written recommendation to the Superintendent of Schools within ten (10) calendar days of receipt of the appeal.
6. The recommendation of the Appeals Committee shall not be revealed to any party other than the Superintendent of Schools, who following review of said recommendation shall issue his or her decision within ten (10) calendar days of receipt of the Appeals Committee's recommendation. The decision of the Superintendent shall be final and binding upon all parties in all regards and shall not be subject to review in arbitration, before any administrative agency or in any court of law.

## **7. TEACHER IMPROVEMENT PLAN PROCESS**

Upon rating a teacher as ineffective or developing, an improvement plan designed to rectify perceived or demonstrated deficiencies must be developed and commenced no later than ten (10) days before the start of a school year. The evaluator, in cooperation with the teacher, must develop an improvement plan that contains:

1. A clear delineation of the deficiencies that promulgated the ineffective or developing assessment.
2. Specific improvement goal/outcome statements.
3. Specific improvement action steps/activities.
4. For probationary teachers, an achievement timeline of three months to one semester will be implemented. For tenured teachers, an achievement timeline of up to one school year will be implemented.
5. Required and accessible resources to achieve goals.
6. A formative evaluation process documenting meetings strategically throughout the year to assess progress.
7. A clear manner in which improvement efforts will be assessed, including evidence demonstrating improvement.
8. A formal, written summative assessment delineating progress made

Any changes regarding the provisions set forth in this MOA shall be negotiated pursuant to Taylor Law requirements before being placed into the district's Annual Professional Performance Review document.

SO AGREED THIS 15 DAY OF FEBRUARY, 2012.

THE DISTRICT

BY: Lyn McKay  
Lyn McKay, Superintendent

THE CCT

BY: Ellen Pincus  
Ellen Pincus, President



Agreement Number \_\_\_\_\_

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
<b>25 GRANITE RD</b>	<b>CHAPPAQUA</b>	<b>NY</b>	<b>10514-1499</b>
Billing Address: Street	City	State	Zip+4
		<b>16227680887</b>	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
<b>25 GRANITE RD</b>	<b>CHAPPAQUA</b>	<b>NY</b>	<b>10514-1499</b>
Installation Address (If different from billing address): Street	City	State	Zip+4
		<b>16070305863</b>	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Credit Card #	Name on card	Exp date	Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)	

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 1	
1	DM100/ Moistener/ 5 lb Integrated Weighing Platform	<input checked="" type="checkbox"/> Service Level Agreement
1	IntelliLink Interface / PSD for DM100	Tier 1 - Provides repair and maintenance service for equipment (Standard SLA)
1	Accounting (10 Dept) Software	
1	Professional Installation for DM100	<input type="checkbox"/> Software Maintenance
1	IntelliLink Subscription	
1	SoftGuard for DM100	<input checked="" type="checkbox"/> SoftGuard® Subscription - Provides postal and carrier updates If you do not choose Soft-Guard® protection with your lease, you will automatically receive updates at PSI's current rates
		<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage rebates ( ) Value Based Services ( ) Purchase Power® credit line
		<input type="checkbox"/> Permits Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.

Number of months	Monthly amount*
First 51	\$54

\*Does not include any applicable losses.

( ) Required advance check of \$( ) received  
( ) Tax exempt certificate attached

You agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 07/11), which are available at [www.pb.com/terms](http://www.pb.com/terms) and are incorporated by reference. The Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

✓	✓	
Signature	Date	
✓	✓	
Print Name	Title	Email Address
Jose Mercado	046	
Account Rep	District Office	PBGFS Acceptance

## PITNEY BOWES STATE & LOCAL GOVERNMENT TERM RENTAL AGREEMENT

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

1. **NON-APPROPRIATION.** You warrant that you have funds available to pay the Period Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Period Payments in each subsequent fiscal period through the end of your initial term. If your appropriation request to your legislative body, or funding authority ("governing body") for funds to pay the Period Payments is denied, you may terminate this agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

2. **TERM.** This Agreement shall commence on the date of delivery of the Equipment and shall continue until the earlier of: (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the Initial Rental Term and your payment of all Total Payments and other sums due, and your fulfillment of all other obligations, under this Agreement.

3. **EQUIPMENT MAINTENANCE AGREEMENT ("EMA").** If you select Equipment Maintenance, we shall provide, under the EMA, maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. We may assess additional hourly charges for service performed outside normal business hours. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting our specifications, or service supplied by third parties are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.

4. **SOFT-GUARD AGREEMENT.** If you select SOFT-GUARD, you have subscribed to the SOFT-GUARD Rate Protection Plan with us, and we shall provide up to six (6) qualified PROM or Disk replacements (media) over a twelve month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g. required new report formats, or geographical expansions), and (iii) all Zip Code or zone changes. The following types of events are not covered by the SOFT-GUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers, and (c) new PROMs or Disks (media) needed to establish a new home Zip code due to a change in equipment location.

5. **SOFTWARE MAINTENANCE AGREEMENT ("SMA").** If you select Software Maintenance, we shall provide, under the SMA, at no additional charge, toll free telephone technical assistance relating to software programs and updated versions, i.e., fixes and minor enhancements (excluding postal or carrier rate changes) of the licensed program. If you are renting addressing products, the SMA provides Addressing Software Update subscriptions covering quarterly national and state updates to the Pitney Bowes national address directory, as well as required periodic and/or random software updates needed to comply with changes of United States Postal Service regulations or databases.

6. PROM REPLACEMENT. If you did not select SOFT-GUARD, we shall provide without further request from you, Automatic PROM Replacement, embodying software or rate changes. You shall receive notice when replacements become available, and may order replacement PROMS whenever there is a change in a carrier's service coverage. You agree to pay the then current list price for each PROM ordered for delivery with the Equipment or supplied under the above terms, except that there shall be no charge for the replacement PROMs issued within 90 days after the equipment installation.

7. WARRANTIES. We warrant the Equipment, PROMs and Software covered by this Agreement (excluding consumable parts and supplies) to be free from defect in material, workmanship, or programming for 90 days following installation. If, during this time, you have any problems (not resulting from accident or misuse), we will repair or, at our option, replace any such defective item. PROMs and software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, we will update or replace affected PROMs or Software to reflect current rates and methods. We will assume the obligations stated herein only if you operate the Equipment, PROMs and Software in accordance with their published operating instructions and only for the ordinary purposes for which they were designed. THIS IS THE ONLY WARRANTY APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, PROMS AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROMS OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

8. COMPUTATION OF TOTAL PAYMENT. You shall pay each and every Period Payment for the entire Initial Rental Term, subject to the Governing Body's right not to appropriate as provided in Section 1. The amount of each Period Payment is based on the cost of the Equipment, inclusive of all related expenses (plus, at your request, any unpaid balances for amounts due and/or to become due from a previous Agreement less any product discount/allowance, plus amounts due for additional services selected by you, such as EMA, Soft-Guard Agreement, SMA, and Meter On Rental).

9. PURCHASE ORDER USE. You may use a Purchase Order to offer to obtain use of Equipment, provided however, if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supersede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein, and it shall not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, Equipment location, and the request for the ancillary services set forth in Sections 3 – 7.

10. INSURANCE. You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional insured. No Equipment loss, theft or damage shall relieve you of your obligation to pay the Period Payments or any other obligation under this Agreement.

11. TAXES; NO LIENS. You shall pay or reimburse us, as we direct, for all charges and taxes incurred by us which are based on or measured by this Agreement, the billing or receiving of Total Payments, documentation relating to this Agreement (including stamp taxes) and the sale, purchase, ownership, renting, value (including personal property type taxes), possession, or use of the Equipment, Meters, or software – Rentor will provide PBGFS with a valid Tax Exempt Certificate. Upon receipt of valid tax exempt certificate, the appropriate taxes will not be charged. You shall keep the Equipment, meters, and software free and clear of all liens and encumbrances. Your obligations under this Section shall commence upon Agreement execution and survive termination or cancellation of this Agreement.

12. **DEFAULT.** Payment is due thirty (30) days of date of invoice. No default remedy may be invoked unless notice of default is provided and not cured within ten (10) days of such notice. If you fail to pay when due any amount required, or fail to perform any other obligation under this Agreement, we may, at our option, take one or any combination of the following actions: terminate this Agreement, take possession of the Equipment (including meters), declare the entire amount of all Total Payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses (including reasonable attorney's fees) incurred by us in enforcing the provisions herein.

13. **NOTICES.** All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address on page one hereof, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

14. **REPRESENTATIONS; MISCELLANEOUS.** You represent and warrant that: (a) you are duly authorized to execute and deliver this Agreement and all procedures have been met so that this Agreement is legal, valid, binding and enforceable against you; and you shall not permit the Equipment to be used in a trade or business of any other person or entity; (b) you shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and, at your expense, keep the Equipment in good repair, condition and working order; (c) you shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary, Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, and you hereby appoint us as your Agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and you are (and shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. You acknowledge that this Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment you shall pay includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, your Period Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Period Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended, modified, supplemented or superseded by a written agreement signed by both parties. No provision of this Agreement can be waived except by our written consent. **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.** We shall not transfer or assign this Agreement, provided however, we may have Pitney Bowes Credit Corporation service this Agreement for us. The filing of the 8038G form is in connection with the characterization of the agreement as a municipal financing which allows Pitney Bowes to receive certain tax benefits. Such tax benefits are passed through to the customer by providing the customer a lower rate than in standard lease or rental arrangements.

15. **SECURITY AGREEMENT; PERSONAL PROPERTY.** You grant to us, as the Secured Party, a security interest in the Equipment and all additions, attachments, accessions, and substitutions thereto (excluding any meter(s) to which you do not hold title) and authorize us to file a financing statement with respect to such security interest. The Equipment shall remain personalty and not realty.

16. OPTION. You shall have the option to return the Equipment (in the same condition as when delivered to you, reasonable wear and tear excepted) to us at the end of the Initial Rental Term and in consideration therefor, we shall credit your account in an amount equal to your Final Payment. In order to exercise this option, you must notify us prior to the due date of your Final Payment and deliver the Equipment to us on prior to the due date of your Final Payment.

17. SURRENDER. If you default, or terminate this Agreement by non-appropriation under Section 1, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

## Equipment Service Level Agreement.

(This section refers to the Service levels provided by PBI. Only sections 1-7 apply to this transaction. PM/PBCC

**Incorporated Terms: Definitions.** All of the information provided when you submit your order is incorporated by reference and made a part of this Service Level Agreement ("SLA"). The terms defined or described on page one shall have the same meanings in this SLA. Pitney Bowes will provide Customer ("you") with maintenance and emergency repair services for covered Equipment (excluding software) as required, including new (or equivalent to new) parts and assemblies needed due to normal wear.

- 1.0. Remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to Pitney Bowes. You are responsible for the value of, and any damages to, the Equipment until Pitney Bowes receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by Pitney Bowes, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside Pitney Bowes' Normal Working Hours set forth above. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies for all levels of service and printheads for meters, Intellilink® equipment and printers for standard service are not covered by this SLA. Professional services other than those set forth herein are not covered by this SLA. Rate program software for electronic scales and weighing systems is excluded from coverage under this SLA.
- 2.0. 2.0 Exclusions. This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, misuse or abuse, external forces, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than Pitney Bowes or the use of supplies not meeting Pitney Bowes specifications.
- 3.0. Term. The initial term of this Agreement shall be a twelve (12) month period or such longer term as may be provided in ANY LEASE Agreement RELATING TO THE EQUIPMENT FOR WHICH MAINTENANCE COVERAGE IS PURCHASED PURSUANT TO THIS SLA and shall be automatically renewed for successive twelve (12) month periods (OR UNTIL EXPIRATION OR TERMINATION OF THE LEASE AGREEMENT), unless PITNEY BOWES receiveS from YOU WRITTEN notice of termination at least sixty (60) days before the end of the initial term or the then current renewal term. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to Pitney Bowes upon your receipt of each invoice.
- 4.0. Modification; Termination. Pitney Bowes may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at Pitney Bowes' discretion, with notice to you. If the equipment covered by this Agreement is moved from its original location, Pitney Bowes may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 2.0. In the event of such a revision, you will receive a pro-rata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. Any such termination by you shall be effective ten (10) business days after Pitney Bowes' receipt of your notice of termination. Your notice must include your Customer account number and, if applicable, your lease number and be sent to

Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. If you breach any applicable term of this or any other agreement with Pitney Bowes or Pitney Bowes Global Financial Services LLC, Pitney Bowes may immediately terminate this SLA. Pitney Bowes may also recover all expenses incurred in enforcing its rights under this SLA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If Pitney Bowes no longer offer maintenance service for the Equipment or this SLA is terminated by Pitney Bowes or if you have terminated this SLA as provided in this Section 4.0, Pitney Bowes' sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.

- 5.0. Fees. Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. Pitney Bowes reserves the right not to renew this SLA at any time and for any reason including, but not limited to, age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay Pitney Bowes' then applicable administrative fee assessed on delinquent accounts, including interest from its due date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is our assurance that you have the authority to enter into this SLA. Pitney Bowes' acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.
- 6.0. Liabilities; Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PITNEY BOWES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.
- 7.0. General For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement Pitney Bowes equipment (if the equipment qualifies) at Pitney Bowes' then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, Pitney Bowes will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within 30 days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to Pitney Bowes' then current chargeable rates for maintenance and emergency repair services. You may have additional remedies available under Pitney Bowes' Customer Satisfaction Guarantee Program as established by Pitney Bowes from time to time. In no event (including under the Customer Satisfaction Guarantee Program) will Pitney Bowes be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between us with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate us in any way beyond the terms of this SLA. Purchase orders or any other document that adds to, varies from, or conflicts with these terms are rejected. The terms of any software license agreement or software maintenance agreement between Pitney Bowes and you

relating to the Equipment covered under this SLA shall have priority over the terms of this SLA. Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations. The following terms apply to equipment service level agreements with training and equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements.

8.0. Training Services. You may receive training during the term of this Agreement at a time mutually agreed upon by both parties. Such training will include an overview to the operator(s) on how to use the Pitney Bowes equipment covered by this Agreement. The number of training sessions that are included as part of the annual fees for your service level agreement are as follows: a. mail finishing products (which includes meters, scales and certain accounting services equipment) receive twenty four (24) training sessions in each twelve month period, b. mail creation products (which includes tabletop folders, tabletop inserters and address printers and the Documatch® mailing system) receive up to four (4) training sessions in each twelve month period.

9.0. Additional covered items. Printheads for meters, Intellilink® equipment and printers are provided without additional charge.

The following terms apply to equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements and/or equipment service level agreements with training.

10.0 Preventive Maintenance. Services. Pitney Bowes shall perform preventive maintenance on the Equipment which shall include maintenance of all non-expendable parts, cleaning, lubrication, and adjustments. Preventative Maintenance services shall be performed at regular intervals scheduled in advanced at a time convenient for both parties and based on the manufacturers' recommended preventive maintenance schedules.

11.0 Response time. If Pitney Bowes determines that on-site service is necessary, Pitney Bowes shall use reasonable commercial efforts to have a service technician on-site within four (4) business hours of our receipt of your call to our toll free number in Section 1.0. Pitney Bowes' business hours are Monday through Friday, 8 am to 5 pm in the time zone where the Equipment is located, excluding holidays. You acknowledge, however, that this response time relates solely to the arrival of a technician at your location, and that response time does not indicate the time to resolve a problem. This is not a guarantee of problem resolution during such four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within these time frames. In your discretion, you may elect to schedule service at a time outside of the four (4) hour response time set forth herein. Products designated as service by replacement, software maintenance, preventive maintenance, operator training or other services not essential to restore equipment to a functional condition will be scheduled in advance and are not part of the response times set forth herein.

12.0 Liquidated Damages for Failure to Meet Response Time. Pitney Bowes agrees that if it does not respond to your site within four (4) hours of receipt of the request for service, Pitney Bowes will reimburse you a credit equal to three (3) months of the cost of the premium associated with the cost of the additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation ("Premium") upon your completion of refund form. You may request the refund form from your service technician or by calling the toll free number set forth in Section 1.0. Pitney Bowes will then review your request for a refund and shall determine whether a credit shall be issued based upon the information provided by you and a review of its own records. The credits set forth herein are limited to credits for two (2) failures to meet the response time obligations in Section 2.0 in any twelve (12) month period.



## USPS Acknowledgment of Deposit

By electing to lease or use computerized meter resetting system ("CMRS") meter equipment, you must transfer funds to the United States Postal Service ("USPS"), through a lockbox bank ("Lockbox Bank") for the purpose of prepayment of postage on CMRS-equipped meters ("Deposit"). 2. After the effective date of the lease or meter rental agreement between you and PBI, you may, from time to time, make Deposits in the Lockbox Bank account identified as: "United States Postal Service CMRS-PB." The USPS may, at its discretion, designate itself or a successor as recipient of Deposits by you. 3. Any Deposit made by you shall be credited by the USPS only for the payment of postage for CMRS equipment. Such Deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with Deposits of other customers. You shall not receive or be entitled to any interest or other income earned on such Deposits. 4. The USPS will provide a refund to you for remaining postage balances in CMRS equipment. The Lockbox Bank will provide a refund to you for deposits otherwise held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor. 5. The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so PBI can update its records. 6. PBI may deposit funds on your behalf. The USPS will make no advances. Any relationship concerning advances is between you and PBI, PBGFS and/or the Bank. 7. You acknowledge that the terms of this arrangement may be changed, modified, or revoked by the USPS, with appropriate notice. 8. USPS regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. You shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit. 9. By engaging in any transaction through the Lockbox Bank, which will have the effect of setting postage through CMRS meter equipment, your activities concerning CMRS are subject to this USPS Acknowledgment of Deposit.

## EQUIPMENT GUIDE

**DEFINITIONS.** "PBI" means Pitney Bowes Inc. "PBGFS" means Pitney Bowes Global Financial Services, LLC. "Bank" means The Pitney Bowes Bank, Inc. "Party" shall mean each of PBI, PBGFS, Bank or you. "You" and "Your" means the customer.

**WARRANTY.** 1. **Warranty.** Pitney Bowes Equipment (hereinafter "Equipment"), Rate Software and PROM's are warranted by PBI to be free from defects in material and workmanship and to perform according to their specifications for 90 days from the date of installation. If a defect in material or workmanship or a failure to perform within specifications occurs within the first 90 days after installation, PBI will repair it or, at its option, replace it at no charge. A "defect" does not include the failure of rates embodied in a Rate Update to conform to published rates as a result of carrier rate changes. The performance of services by PBI shall be done in a professional and workmanlike manner. There is no warranty for services and repairs that are made necessary due to negligence or accident, misuse, usage which exceeds manufacturer's recommended usage, damage in transit, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. The warranty does not cover consumable parts or supplies such as belts, ink, ink rollers, sealer and moistener brushes, bulbs, felts and sponges or for parts worn out due to extraordinary use of the Equipment. 2. **Disclaimer and limitation on liability.** EXCEPT AS STATED ABOVE, PBI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBI WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**INTELLILINK™ SUBSCRIPTION/METER RENTAL.** Pursuant to United States Postal Service ("USPS") regulations, PBI must own the IntelliLink™ Control Center or Meter, and you may rent and use it solely for the purpose of processing your mail, provided that you have a valid USPS meter license and you comply with (i) these provisions and (ii) all applicable USPS regulations. Your rights of use and rental shall be coterminous with your Lease ("Initial Term") and may not be cancelled during the Initial Term. You will be billed the subscription or rental fees set forth in your Lease. After the Initial Term, the use and rental provided for herein may be cancelled by either party upon 30 days prior written notice. After termination, you must return the IntelliLink™ Control Center or Meter to PBI in the same condition as you received it, reasonable wear and tear excepted. Your subscription and/or rental fees will not be increased during the Initial Term. After the Initial Term, PBI may increase the subscription and/or rental fees upon 30 days' prior written notice, provided no notice will be given if such increase is being offset by a corresponding reduction in your lease payment. When you receive notice of an increase, you may terminate this use and rental as of the date the increase becomes effective. Your IntelliLink™ Control Center and/or Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program or you will receive individual rate updates as a separate charge. PBI reserves the right to recover or disable the IntelliLink™ Control Center or Meter and/or terminate this use and rental at any time and for any reason. Tampering with or misusing the IntelliLink™ Control Center or Meter is a violation of federal law. You must use only attachments or printing devices authorized by PBI and only supplies meeting PBI's specifications. Consumable supplies and postage are your responsibility. From time to time, we may access or download information remotely from your mailing system equipment powered by Intellilink™ technology to provide us with information about your postage usage amounts and patterns. Such information enables us to provide you with the best customer support and information about other products and services that may be of use to you, and some of the access and/or information may be necessary in order to conduct an inspection as required by USPS regulations. Any individually identifiable information that we obtain about you in this manner will not be shared by us with any third parties. From time to time, we may elect in our sole discretion to share aggregate data about our customers' postage uses with third parties. Please contact us if you have any questions about these data collection and/or sharing practices. You will notify PBI prior to moving the IntelliLink™ Control Center or Meter to a different location. In order to obtain postage, you must contact PBI's POSTAGE BY PHONE® data center. Postage refill fees, if any, will not increase during the Initial Term but thereafter refill fees may be increased upon 30 days prior written notice. If you participate in any PBI, PBGFS and/or Bank postage advance programs, payment will be advanced on your behalf to USPS, subject to repayment by you under the terms and conditions of the applicable postage advance program and billed separately from your Quarterly Lease Payment. Refunds of unused postage, if any, will be made by USPS in accordance with then current USPS regulations. Your download of postage after receipt of these terms shall be deemed your acceptance.

**SOFT-GUARD® SUBSCRIPTION/RATE UPDATES.** If the Lease includes a Soft-Guard® subscription, PBI will provide up to 6 Rate Updates during each 12 month period following the date of installation of the applicable Equipment. (The Soft-Guard® subscription is included with all DM Series™ mailing systems with Intellilink® technology.) PBI will provide each Rate Update only if required due to a postal or carrier change in rate, service, Zip Code or zone change. Your Soft-Guard® subscription does not cover any change in rates due to custom rate changes, new classes of carrier service or a change in Zip Code or zone due to Equipment relocation. If your order does not include a Soft-Guard® subscription or if you have received the maximum number of Rate Updates under your Soft-Guard® subscription, PBI will supply automatically Rate Updates at the then-current list price. There will

be no charge for Rate Updates supplied within 90 days after the applicable Equipment is first installed. If you do not accept a Rate Update, you must contact PBI within 30 days of your receipt of the Rate Update.

**PURCHASE POWER CREDIT LINE.** 1. How the Purchase Power Credit Line Works. (a) You may participate in Pitney Bowes' Purchase Power program, by providing the requisite information contemplated by section 8 below and thereafter ordering meter resets, office supplies, or other services, including carrier billing (a service to effectuate shipping transactions) through the Purchase Power program, (the "Program"). When you or an employee or agent of yours with express, implied, or apparent authority to do so (an "Authorized User"), places such an order under the Program "on line" by telephone or otherwise, your Purchase Power Account (the "Account"), will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. You will receive a billing statement for each billing cycle for which you have any activity on the Account. You must pay the Account balance under the terms provided herein. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance of the Account under the terms herein. 2. Deferred Payment Terms. By using the Purchase Power program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. The Annual Percentage Rate applicable to the Account will be calculated as follows: the Bank will take the highest "Prime Rate" published in the "Money Rates" section of the The Wall Street Journal on the last business day of the month and add the margin disclosed below to the Prime Rate. The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Prime Rate. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. The margin which will be added to the Prime Rate to determine the Annual Percentage Rate will be 12.75% (using the Prime Rate in effect as of June 30, 2006, the daily Periodic Rate would be .057534 % and the corresponding Annual Percentage Rate would be 21%); provided, however, that if you are in default under this Agreement, the margin which will be added to the Prime Rate to determine the Annual Percentage Rate will be 22% (using the Prime Rate in effect as of June 30, 2006, the daily Periodic Rate would be .08287 % and the corresponding Annual Percentage Rate would be 30.25% in the event of such a default) , The default interest rate will remain in effect for at least six billing cycles. If the Account becomes current and is in good standing for six consecutive billing cycles, the Bank may, in its sole discretion, change the Annual Percentage Rate applicable to the Account to the rate then in effect for accounts not in default.. The Account balance that is subject to a finance charge each day will include (i) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (ii) unpaid interest, fees, and other charges on the Account. The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line. 3. Account Charges. Unless prohibited by applicable law, you agree to pay such fees and charges of which the Bank has given you notice, as the same may be in effect from time to time, including, without limitation, the fees and charges relating to: (a) transaction fees, if applicable; (b) your failure to pay in a timely manner; (c) your exceeding your credit line; and (d) fees attributable to the return of any checks that you give to the Bank as payment of the Account. 4. Account Cancellation and Suspension. The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. No cancellation or suspension will affect your obligation to pay any amounts you owe. 5. Enforcement. If you fail to observe the provisions hereof, the Bank may declare the entire

Account balance due and payable. If the Bank is required to take collection action or any other legal action related to your Account, you will be responsible for all court and collection costs and reasonable attorneys' fees. 6. Amendments; Termination. The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you. Each time you use the Program, you are signifying your acceptance of the terms and provisions as then in effect. Any amendment will become effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time. The Bank will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program. 7. Miscellaneous. The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" without compromising any rights. The Program and advances thereunder shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law. 8. USA PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or such other documents and information that will allow the Bank to identify him/her.

VALUE BASED SERVICES. 1. Fees. If your lease includes Value Based Services, these services will be made available to you through your IntelliLink™ Subscription, and the fees ("Fees") for these services will be included in your Quarterly Lease Payment. Your Fees will not be increased during the Initial Term. After the end of the Initial Term, we may increase the Fees, but we will give you thirty (30) days' prior written notice. When you receive this notice of an increase, you may terminate these services as of the date the increase becomes effective. If at any time you request a change to your Value Based Services, the Fees will be adjusted. 2. Limited Warranty. We warrant that, for a period of ninety (90) days from the date of delivery, the Value Based Services will perform substantially in accordance with their specifications under normal use. This warranty is void if the failure to perform is due to negligence or accident, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. We are only responsible for maintenance of the performance of the Equipment. Equipment performance will be governed by the warranty terms found in the Equipment Guide. EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE VALUE BASED SERVICES ARE PROVIDED WITHOUT ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to you. 3. LIMITED LIABILITY. WE WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE SERVICES, INCLUDING INCIDENTAL CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 4. Termination. We shall have the right to terminate the services if you breach your obligations hereunder and fail to cure such breach within thirty (30) days after you have been notified in writing of such breach. 5. USPS Provided Services. If one or more of the Value Based Services you selected is provided by the USPS, then the description of those services and the applicable terms for usage can be found in the USPS Domestic Mail Manual as it may be amended from time to time by the USPS. Any fees charged by the USPS for any special service you purchase will be payable by you in the same way that you pay for postage. The USPS is solely responsible for acceptance and processing of customer requests for Value Based Services. We are not responsible for the results of any malfunctions of any part of the communication link (i.e., telephone lines connecting the IntelliLink™ Control Center with the USPS data system). If USPS discontinues a service you have selected, we will discontinue such service automatically.

ENTIRE AGREEMENT. This Equipment Guide constitutes the entire agreement between the parties as to the subjects addressed in this Equipment Guide, and representations or statements, both oral and written, not included herein are not binding on the parties.

## CHAPPAQUA CENTRAL SCHOOL DISTRICT

P.O. BOX 21, CHAPPAQUA, NEW YORK 10514 TEL: (914) 238-7200

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December 19, 2011

To: Lyn McKay and the Audit Committee

From: John Chow

Re: Response to Internal Audits: Vending Machine Policy Review, Updated Risk Assessment Report and Intensive Review of Human Resources and Payroll

▪ Vending Machine Policy Review

Recommendation:

The District hires a third party vending machine company to operate the vending machines.

Response:

District will contract with a third party for all vending machines beginning School Year 2012-13. District will put out a bid in early spring.

▪ Updated Risk Assessment Report

Human Resources and Payroll

1) Recommendation:

When employees resign or retire, there is no formal exit interview performed by personnel.

Response:

We agree with the recommendation. This procedure has been established. The Assistant Superintendent for Human Resources will conduct exit interviews with certified staff and the Assistant Superintendent for Business will conduct exit interviews with classified staff.

2) Recommendation:

Unclaimed payroll checks not to be returned to the Payroll Clerk.

Response:

We have changed the procedure to have unclaimed payroll checks returned to the Treasurer. So far this year we have no unclaimed payroll checks.

N1) Recommendation:

The Payroll Clerk should not have the capability to edit her own employee information (deductions, exemptions).

Response:

We totally agree with this recommendation. Currently, only the Business Office Assistant can edit the salary information for classified staff. The payroll clerk is prohibited to edit any of her own information.

N2) Recommendation:

Finance Manager should only be used to account for financial activities of the District and not as a net check calculator.

Response:

After we received this draft report, the payroll clerks were informed that the payroll module of Finance Manager can only be used to account for financial activities of the District. Employees will be advised to contact their tax advisors or will be directed to an online site (ADP) for net pay calculation.

N3) Recommendation:

The Accountant be the second individual to perform the live paycheck distributions rather than one of the payroll clerks.

Response:

We agree with this recommendation. Live paycheck distributions will be performed by the Business Office Assistant and the Accountant in the future.

N4) Recommendation:

All overtime be approved in writing in advance.

Response:

Current COSA/CSEA contracts do not stipulate written preapproval for overtime. Verbal authorization is the practice. We will try to include this in the future contract negotiations.

N5) Recommendation:

Have the Accountant sign off on the quarterly payroll tax return.

Response:

Accountant will sign off on any payroll review function to indicate that a review has been completed.

Purchasing & Payables

1) Recommendation:

District needs to improve its control over checks.

Response:

We expect the upgrade of the financial system during the second half of this school year which will address this matter.

## Revenues and Accounts Receivable

### 1) Recommendation:

Segregation of duties is need in the area of bank reconciliations.

### Response:

Treasurer will continue to do the bank reconciliations. All reconciliations will continue to be reviewed by the Assistant Superintendent for Business.

## Benefits

### 1) Recommendation:

Segregation of duties – Someone other than the benefit clerk be designated as the receiver of benefit payment checks.

### Response:

We will need to review this recommendation further.

## Facilities and Capital Assets

### 1) Recommendation:

Have each maintenance worker be responsible for tracking his work assignment.

### Response:

The Director of Facilities and the Foreman do track each assignment, just not through School Dude. At this time, we will not implement this recommendation.

## ▪ Intensive Review of Human Resources and Payroll

### Procedure Deficiencies

#### 1) Recommendation:

When employees resign or retire, there is no formal exit interview performed by personnel.

#### Response:

Same as Updated Risk Assessment Report, Human Resources and Payroll 1).

#### 2) Recommendation:

Unclaimed payroll checks not to be returned to the Payroll Clerk.

#### Response:

Same as Updated Risk Assessment Report, Human Resources and Payroll 2).

#### 3) Recommendation:

The Payroll Clerk should not have the capability to edit her own employee information (deductions, exemptions).

#### Response:

Same as Updated Risk Assessment Report, Human Resources and Payroll N1).



4) Recommendation:

Finance Manager should only be used to account for financial activities of the District and not as a net check calculator.

Response:

Same as Updated Risk Assessment Report, Human Resources and Payroll N2).

5) Recommendation:

The Accountant be the second individual to perform the live paycheck distributions rather than one of the payroll clerks.

Response:

Same as Updated Risk Assessment Report, Human Resources and Payroll N3).

6) Recommendation:

The Payroll Clerks review each other work after employee changes are made. The Accountant should then review the payroll change report and investigate any changes. The Treasurer should continue reviewing the Finance Manager employee audit trail report for unusual changes.

Response:

We agree with the recommendation. We have established a "to do" document to be maintained by both Payroll Clerks. This information will be available on the share drive in order for the following employees to access: Treasurer, Accountant and Assistant Superintendent for Business. Future errors and/or changes will be communicated to appropriate personnel.

Documentation Deficiencies

1) Recommendation:

We recommend that overtime be approved in writing in advance.

Response:

Same as Updated Risk Assessment Report, Human Resources and Payroll N4).

2) Recommendation:

All District staff performing any review function sign off to indicate that a review had been completed.

Response:

We accept this recommendation and have communicated this to all employees.



*a community for learning*

## **Chappaqua Central School District**

**Updated Risk Assessment Report  
For the Year Ending June 30, 2012**



*a community for learning*

**Chappaqua Central School District**  
**Vending Machine Policy Review**  
**June 30, 2012**



*a community for learning*

**Chappaqua Central School District**  
**Intensive Review of Human Resources and Payroll**  
**For the Year Ending June 30, 2012**

# Chappaqua Central School District

## Budget Modification Request Form

To: Blanche Blair

From: Heidi McCarthy

Date: January 24, 2012

Transfer From Account Code	Amount	Transfer To Account Code	Amount
A2250-472-35 Tuition - Private	\$245,000.00	A2250-471-35 Tuition - NYS Public OTPS	\$245,000.00

TOTAL \$ 245,000.00

TOTAL \$ 245,000.00

Remarks: Need funds transferred into Public School appropriation line, we have two children that are now attending public schools.

Heidi McCarthy 1/23/12  
Heidi McCarthy, Director, Special Education Date

John L. Chow  
John L. Chow, Assistant Superintendent for Business Date

Dr. Lyn McKay  
Dr. Lyn McKay, Superintendent Date

**Number of Bids Sent:** 8



# CONKLIN SERVICES & CONSTRUCTION INC.

94 Stewart Avenue · PO Box 7418 · Newburgh, NY 12550

(845) 561-1512 · Fax (845) 561-1204

[www.pumpandtank.com](http://www.pumpandtank.com)

January 30, 2012

Chappaqua Central School District  
Mr. Joseph Gramando  
438 Bedford Road  
Chappaqua, NY 10514

Re: Labor Rates.

Dear Mr. Gramando,

CSC is please to inform you that there will be no increase in labor rates for this coming year. The labor rates will be same as last year. If you have any questions, please feel free to contact me.

Sincerely,

Conklin Services & Construction.

Richard Fischer  
Compliance Manager

Cc:  
File

BOARD OF EDUCATION

CHAPPAQUA CENTRAL SCHOOL DISTRICT  
P.O. Box 21, Chappaqua, New York, 10514

BID FORM AND SPECIFICATIONS

NAME OF BIDDER CONKLIN SERVICES + CONSTRUCTION INC.  
BUSINESS ADDRESS 94 STEWART AVE, NEWBURGH, NY 12550  
TELEPHONE NUMBER 845 561 1512

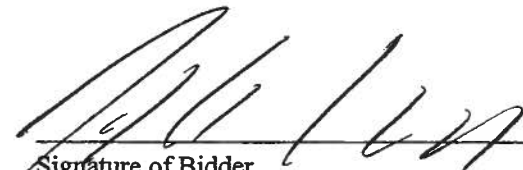
The bidder above mentioned declares and certifies:

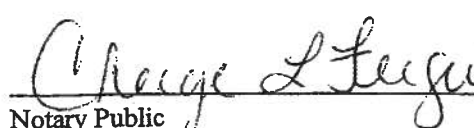
- First That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein.
- Second That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and
- Third That no member of the Board of Education of Chappaqua Central School District, Chappaqua, New York, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- Fourth That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- Fifth That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Sixth That the total number of items for which prices are quoted is as listed in the enclosed attachments and the total cost thereof is also listed in those same attachments.

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order, as the case may be, the bid deposit made with this bid, or such much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board of Education and the undersigned shall also be liable for and agrees to pay the Board, on demand, the difference between the prices or prices bid and the price or prices for which such items shall be subsequently purchased, less the amount available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days.

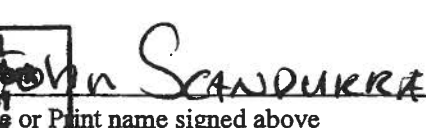
Subscribed and sworn to before me

This 24<sup>th</sup> day of January, 2011

  
Signature of Bidder

  
Notary Public

CHERYL L. FERGUSON  
Notary Public, State of New York  
Registration #01FE0150001  
Qualified in Orange County  
Commission Expires 3-12-2011

  
or Print name signed above



BID PROPOSAL CERTIFICATION

FIRM NAME CONKLEN SERVICES + CONSTRUCTION INC  
BUSINESS ADDRESS 94 STEWART AVE, NEWBURGH, NY 12550  
TELEPHONE NUMBER 845 561 1512 DATE OF BID 1/24/11

I. General Bid Certification – The bidder certifies that he will furnish, at the prices herein quoted, the material, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

1. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:  
Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

“(b) A bid shall not be considered for award nor shall award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.”

Authorized Signature [Signature]

Title PRESIDENT / COO

**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID OPENING**

**School Year:** 10/11

**Number** 850

**Category:** Environmental Services + Maintenance

**Observed by:** Jim Elmer  
Mike Tomp

**Date:** 01/24/11

**SUBMITTED BIDS OPENED AS FOLLOWS:**

	COMPANY	ITEMS	AMOUNTS
1.	Can Klin Services + Consturction	1	\$1,450.00 per school
	Cost for One Year		
	Time + Material Cost for One Year	1	Various Amounts
2.			
	Cost for One Year		
	Time + Material Cost for One Year		
3.			
	Cost for One Year		
	Time + Material Cost for One Year		
4.			
	Cost for One Year		
	Time + Material Cost for One Year		

**BID AWARD RECOMMENDATION:**

**Number of Bids Received:** 1

**Number of Bids Sent:** 8

**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID MAILINGS**

**School Year:** 2010-2011  
**Category:** Environmental Services  
+ Maintenance  
**Date:** 01/21/11

**Number** 850

**BID INFORMATION MAILED<sup>\*</sup> OUT AS FOLLOWS:**

	COMPANY	DATE SENT
1.	Conklin Services + Construction	01/10/11 *
2.	Aarco Environmental Services	01/10/11 0
3.	Orion Construction Corp.	01/10/11 0
4.	Construction Information Systems	01/10/11 0
5.	American Petroleum	01/11/11 0
6.	TMC Services	01/11/11 0
7.	AB Environmental	01/11/11 0
8.	Suburban Restoration	01/19/11 *
9.		
10.		
11.		
12.		
13.		

**Number of Bids Sent:** 8

\* = specs are available on website. Contacted vendor by phone to let them know.

0 = contacted vendor via e-mail to let them know about specs on web site as well as how to print them out.

# CHAPPAQUA CENTRAL SCHOOL DISTRICT

CHAPPAQUA - NEW YORK

10514

## BID OPENING

School Year: 10/11

Number 850

Category:

Environmental Services  
+ Maintenance

Analyzed by:

Lina Elmer  
Mike Tomk

Date:

01/24/11

## VENDORS IN ATTENDANCE AS FOLLOWS:

	COMPANY	SIGNATURE OF ATTENDEE
1.	Conklin Services + Const.	Shelley Corrado
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

# CHAPPAQUA CENTRAL SCHOOL DISTRICT

## BID #850 - ENVIRONMENTAL SERVICES & MAINTENANCE: COST SHEET

1. One lump sump bid for one year of quarterly inspections and updating of PBS books. Quarter/Yearly site inspections will include:
  - TLS Inspection of monitoring systems.
  - Providing of OSHA training and inspections.
  - Supply vac trucks (clean/pump out sumps)
  - Waste disposal
  - Perform review of each school current NYSDEC registration form, inventory records, tank test records for the tanks and piping, as-builts, daily/weekly/monthly inspection records, and cathodic protection records.
  - Perform inspection of the schools underground and aboveground storage tanks regarding overfill protection, stenciling and color coding, leak detection devices on tanks, piping and sumps, secondary containment systems, cathodic protection systems, spills and staining, on-site monitoring wells.
  - In addition, if applicable, any SPDES outfalls, air emission requirements, remedial system, floor drains, general housekeeping and maintenance issues.
  - Will provide on site training to maintain the compliance binder, required record keeping and regulatory compliance.
  - Will provide one (1) Petroleum Bulk Storage (PBS) compliance binder designed for your each of the schools
  - Represent the school in hearings with regulatory agencies.

Cost for One (1) Year:

1,450.00 / School / 5 schools \$7,250.00

2. Time and material costs for work pertaining to PBS tanks at the schools.

Time and Material Cost  
for One (1) Year:

ATTACHED



# CONKLIN SERVICES & CONSTRUCTION INC.

94 Stewart Avenue · PO Box 7418 · Newburgh, NY 12550  
(845) 561-1512 · Fax (845) 561-1204  
[www.pumpandtank.com](http://www.pumpandtank.com)

## TIME AND MATERIAL RATES

Effective January 2011

### LABOR

	<u>PRICE</u>	<u>UNIT</u>
Electrician .....	99.00	HOUR
Electronic Technician.....	95.00	HOUR
Environmental Technician .....	85.00	HOUR
Engineer .....	109.00	HOUR
Equipment Operator .....	85.00	HOUR
Field Technician ./Laborer.....	70.00	HOUR
Environmental/ Installation Foreman .....	95.00	HOUR
Geologist .....	105.00	HOUR
Operating Engineer .....	95.00	HOUR
Plumber.....	90.00	HOUR
Project Manager .....	95.00	HOUR
Safety Coordinator .....	80.00	HOUR
Service Technician.....	95.00	HOUR
Spill Coordinator (Off Site) .....	60.00	HOUR
Spill Supervisor .....	99.00	HOUR
Tank Tester .....	85.00	HOUR
Report Processor.....	45.00	HOUR
Vac Operator .....	95.00	HOUR
Welder.....	95.00	HOUR

### VEHICLES

Spill Response Truck .....	55.00	HOUR
Utility Truck .....	35.00	HOUR
Rack Truck w/Liftgate .....	45.00	HOUR
Vacuum Truck .....	60.00	HOUR
Bucket Truck .....	60.00	HOUR
Pumper Truck (Small Pump) .....	55.00	HOUR
Dump Truck (Dual Axle) .....	55.00	HOUR
Dump Truck (Tri Axle) .....	65.00	HOUR
Tractor .....	65.00	HOUR
Geo Probe Truck .....	85.00	HOUR
Boom Truck .....	70.00	HOUR
Light Duty Vehicle (Van, Blazer, Pick-Up) .....	35.00	HOUR
All Terrain Vehicle .....	125.00	DAY
Roll Off Truck.....	85.00	HOUR
<u>MILEAGE</u> .....	1.40	per mile

**TRAILERS**

	<u>PRICE</u>	<u>UNIT</u>
Dump Trailer .....	40.00	HOUR
Container (20 cu. yd.) .....	60.00	DAY
Low Boy Equipment Trailer .....	50.00	HOUR
Drill 2" (BobCat Attachment) .....	45.00	HOUR
Storage Tank Trailer (7,000 gallons) .....	35.00	HOUR
Oil/Water Separator Trailer .....	Quoted for Each Application	

**HEAVY DUTY EQUIPMENT**

Backhoe (Small) .....Kubota.....	75.00	HOUR
Backhoe (JD 510,410,310) .....	99.00	HOUR
Excavator...(PC 120).....	130.00	HOUR
New Holland (Bobcat) .....	55.00	HOUR
Bulldozer .....	70.00	HOUR
Crane.....	75.00	DAY
Fork Lift .....	70.00	DAY
Front End Loader (Large) .....	85.00	HOUR
Street Sweeper .....	55.00	HOUR
Large Excavator...(210).....	185.00	HOUR

**EQUIPMENT**

Spill Buddy.....	40.00	DAY
Air Compressor /Air Hammer.....	25.00	HOUR
Cement Mixer (Portable) .....	75.00	DAY
Chain Saw .....	45.00	DAY
Diaphragm Pump 3" .....	95.00	DAY
Explosion Proof Fan .....	50.00	DAY
Generator .....	75.00	DAY
Steam Pressure Washer .....	110.00	DAY
Recovery Tank 500 Gallon (Skid Tank) .....	35.00	DAY
Recovery Tank 1000 Gallon (Skid Tank) .....	40.00	DAY
Rock Breaker (Hydraulic) w/out Backhoe .....	50.00	HOUR
Welder (Portable) .....	35.00	HOUR
Wet/Dry Shop Vacuum .....	45.00	DAY
Transfer Pump .....	20.00	HOUR
Sweeper .....	150.00	DAY
Jackhammer.....	45.00	DAY
Core drill.....	75.00	DAY

**INSTRUMENTS AND SAMPLING EQUIPMENT**

Combustible Gas/O2 Meter .....	55.00	DAY
Explosion Meter (LeL Only) .....	40.00	DAY
Photo Ionization Detector .....	120.00	DAY
Survey Transit & Rod .....	90.00	DAY
Underground Utility Detector .....	90.00	DAY

Gas Meter.....	60.00	DAY
Halogen Test Kit.....	35.00	Each

#### **PERSONAL PROTECTIVE EQUIPMENT**

	<b><u>PRICE</u></b>	<b><u>UNIT</u></b>
Level A ** (Fully Encapsulated, w/Air) .....	700.00	DAY
Level B1 ** (Chemical Resistant Suit w/Air) .....	325.00	DAY
Level B2 ** (Tyvek Suit w/Air or SCBA) .....	340.00	DAY
Level C (Full Face Respirator w/set of Cartridges) .....	80.00	DAY
Level D (Protective Suit Only) .....	50.00	DAY

\*\* Includes 1 bottle of air

\* Includes 1 bottle of air & (2) protective suits

#### **REPLACEMENT OR ADDITIONAL ITEMS:**

Air Bottles for SCBA .....	32.00	EACH
Air Bottles for Inline Air .....	40.00	EACH
Boots .....	30.00	PAIR
Boot Covers (HAZ-MAT) .....	15.00	PAIR
Neoprene Gloves .....	15.00	PAIR
PVC Gloves .....	3.50	PAIR
Respirator Cartridges .....	18.00	CHNGE
Safety Harness .....	25.00	DAY
Saranex Suit .....	28.00	EACH
Tyvek Suit .....	15.00	EACH
Site Traffic Control (Cones, Barricades, Etc.) .....	45.00	DAY

#### **MATERIALS & SUPPLIES**

Bailer (Disposable) .....	8.50	EACH
Bailer (PVC) .....	52.50	EACH
Caution Tape .....	16.50	ROLL
Drum, Metal 17H (Open Head) 55 gallons .....	46.00	EACH
Drum, Metal 17C (Open Head) 55 gallons .....	55.00	EACH
Drum, Plastic (Open Head) 55 gallons .....	59.00	EACH
Drum, Overpack (Plastic) 85 gallons .....	230.00	EACH
Drum Liner (55 gallons) .....	7.50	EACH
Labels, Waste .....	1.00	EACH
Polyethylene Sheeting (6 Mil) .....	92.00	ROLL
Speedy Dry .....	8.50	BAG
Tape, 2" Duct .....	6.50	ROLL
Biosolve .....	30.00	GAL
Sonic Interface Tape.....	100.00	DAY
Simple Green.....	13.00	GAL



**OIL ABSORBENTS**

Pads 100 (17" x 19" x 3/8") .....	81.00	BALE
Pads 200 (17" x 19" x 3/16") .....	83.00	BALE
Pillows (10 - 14" x 25") .....	88.00	BALE
Sweep (100' x 19") .....	88.00	BALE
Booms (4 - 10' x 8") .....	191.00	BALE
Booms (4 - 10' x 5") .....	105.00	BALE
Blankets (150' x 36") .....	120.00	ROLL
Containment Boom (6" dia. w/12" Skirt) .....	5.00	FT/WK

**DISPOSAL**

Oil Soaked Debris/Soils	195.00	55 GAL DM
Tank Bottoms Fuel	175.00	55 GAL DM
Tank Bottoms Gas	175.00	55 GAL DM
Spent Carbon/Petroleum	285.00	55 GAL DM
Antifreeze	225.00	55 GAL DM
Waste Oil	195.00	55 GAL DM
Waste Gasoline	165.00	55 GAL DM
Oil/Gasoline Mixture (Non- Haz)	245.00	55 GAL DM

Oil Water (Bulk Vac Truck)	1.00	per gallon
Gas Water (Bulk Vac Truck)	1.25	per gallon
Oil/Gas Mixture (Bulk Vac Truck)	1.95	per gallon

**Certifications:**

TLS Certification .....	450.00	Monitoring Unit
Cathodic Protection Testing .....	295.00	Tank
Tank Tightness Testing .....	750.00	Tank
Stage II Testing & Certification .....	495.00	Location

### **TIME & MATERIAL STIPULATIONS**

ALL PROJECTS ARE SUBJECT TO A FOUR (4) HOUR MINIMUM.

MONDAY THROUGH FRIDAY, ALL LABOR BEFORE 8:00 A.M. AND AFTER 4:30 P.M. WILL BE CHARGED AT TIME AND ONE HALF THE HOURLY RATE.

SATURDAY LABOR WILL BE CHARGED AT TIME AND ONE HALF ALL DAY.

SUNDAY AND HOLIDAY LABOR WILL BE CHARGED AT DOUBLE TIME.

ITEMS WITH A DAILY COST ARE FOR AN EIGHT HOUR DAY. PROJECTS EXCEEDING THE EIGHT HOURS WILL BE CHARGED AT ONE EIGHTH OF THE RATE FOR EACH HOUR OVER EIGHT.

ALL LABOR AND EQUIPMENT WILL BE BILLED ON A PORTAL TO PORTAL BASIS.

ALL ITEMS NOT LISTED WILL BE CHARGED AT INVOICE PLUS 20%.

EQUIPMENT CONTAMINATED OR DAMAGED BEYOND REPAIR WILL BE CHARGED AT ACTUAL REPLACEMENT COST PLUS 20%.

ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON WASTES WILL BE BILLED AS AN ADDITIONAL ITEM.

A 7% RECYCLING SURCHARGE WILL BE ADDED ON TO DISPOSAL COSTS.

SAMPLE ANALYSIS AND DISPOSAL PRICING WILL BE QUOTED ON A CASE-BY-CASE BASIS.

PAYMENT TERMS ARE DUE UPON RECEIPT WITH PRIOR CREDIT APPROVAL. SERVICE CHARGES OF 2.0 PERCENT MAY BE IMPOSED ON BALANCES OVER THIRTY (30) DAYS.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ALL NYS PREVAILING WAGE (PW) RATE PROJECTS WILL BE SUBJECT TO A 20% MARKUP ONTO ALL PW LABOR RATES.

CSC ENCOURAGES ANYONE WHO DOES NOT UNDERSTAND THE TERMS AND/OR CONDITIONS OF THE TIME AND MATERIAL RATES TO CONTACT OUR OFFICE AT (845) 561-1512 FOR FURTHER CLARIFICATION.

CHAPPAQUA CENTRAL SCHOOL DISTRICT  
66 ROARING BROOK ROAD  
P.O. BOX 21  
CHAPPAQUA, NEW YORK 10514

**BID #850: ENVIRONMENTAL SERVICES & MAINTENANCE**

**PREVAILING RATE CERTIFICATION**

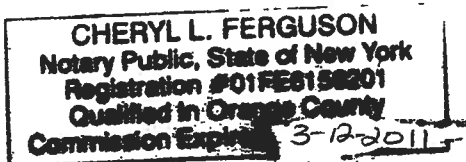
The bidder agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the District as well as to establish which of the those workers involved in any part of a contract for the District are required by law to receive said rates.

The bidder certifies that all personnel working on any project or any part of any project under this contract will be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the course of the contract. This includes all owners, partners and other management and other employees as required.

Subscribed and sworn to before me

This 24th day of January 2011

Cheryl L. Ferguson  
Notary Public



[Signature]  
Signature of Bidder

JOHN SCANDURRA PRESIDENT  
Type or Print name signed above

**NOTICE TO BIDDERS**  
**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**66 ROARING BROOK ROAD**  
**P.O. BOX 21**  
**CHAPPAQUA, NEW YORK 10514**

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

**BID # 850**

**Environmental Services & Maintenance**

The Chappaqua Central School District is looking for vendors to provide environmental services to the following five (5) buildings:

Roaring Brook Elementary School, 530 Quaker Road, Chappaqua NY 10514

Westorchard Elementary School, 25 Granite Road, Chappaqua, NY 10514

Robert E. Bell Middle School, 50 Senter Street, Chappaqua, NY 10514

Seven Bridges Middle School, 222 Seven Bridges Road, Chappaqua, NY 10514

Horace Greeley High School, 70 Roaring Brook, Road, Chappaqua, NY 10514

Sealed bids will be received until **January 21<sup>st</sup>, 2011 by no later than 2:00pm** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York – mailing address: Chappaqua Central School District, P.O. Box 21, Chappaqua, New York 10514-at which time and place all bids will be opened and read publicly. Specifications and Bid Forms may be obtained at the Chappaqua address above on any weekday between the hours of 9:00 am and 4:00 pm. If further information is needed, call the Purchasing Office at 914 238-7213.

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District. A bidder may be disqualified from receiving awards if such bidder or anyone in his or her employ has previously failed to perform satisfactorily on connection with public bidding or contracts.

All bids must be submitted, upon the forms furnished by the District, addressed to Chappaqua Central School District, c/o Mr. Mike Trnik, Purchasing Agent, at the address listed on the previous page and shall be enclosed in a sealed envelope marked "Bid #850: Environmental Service and Maintenance Contract" and shall be accompanied by a Bid Bond or certified check made payable to Board of Education, Chappaqua Central School District, in the amount of 5% of the bid as a guarantee that the bidder will enter into a contract if it be awarded to him. Please note: Last page of general bid document packet must be signed or bid will not be accepted.

The successful bidder will be required to execute Contract. A violation of this provision or failure to comply with the notice/intent of award, the bidder shall be required to forfeit his Bid Bond or certified check as liquidated damages for this breach of contract. Unsuccessful bidders shall have their checks returned to them within fifteen (15) days of Contract Award.

Attention of Bidders is particularly called to Section 103-d of the General Municipal Law of New York on non-collusive bidding and to the requirements as to the conditions of employment to be observed and prevailing wage rates to be paid under this contract.

The District reserves the right to reject any and all bids. The price submitted shall be exclusive of Federal, State and Local taxes since Chappaqua Central School District is a tax exempt entity.

Copies of permits, and proof of insurances, and other listed requested information must be submitted with the bid. Failure to submit this information with the bid will result in having the bid thrown out.

All work must be performed by the Bidder and may not be sub-contracted out.

If this proposal is accepted, the undersigned agrees to enter into the Contract in the form contained in the Contract document within 10 days of the Intent to Award date. The Contractor shall provide all required insurance coverages with Chappaqua Central School District named as additionally insured and held harmless against any defects in workmanship or materials. The Contractor must hold a minimum of **\$25 million liability insurance coverage**. In addition, the Contractor must provide separate proof of New York State Worker's Compensation and New York State Disability.

## **Bidder Instructions**

### **Bidders Responsibility**

The submission of a Proposal acknowledges that the Bidder has examined the sites and taken into consideration all items which affect work.

### **Discrepancies or Omissions**

Bidders discovering discrepancies, errors, or omissions in the Contract Documents or who are unclear with respect to the meaning or intent of the Bid Documents are directed to notify the District in writing. The District will respond in writing; issuing an addendum or interpretation to all Bidders.

### **Preparations of Bids**

Each Bid shall be submitted at the time and place set forth in the Notice to Bidders on the Proposal Forms provided. All blank spaces therein shall be completely filled in with ink or typewriter.

### **Local and State Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable State and local laws, rules and regulations shall apply to the Contract throughout, and they are assumed to be included in these specifications as of they were written in full

## **Vendor Requirements**

Vendor must be certified by the manufacturer to conduct testing, inspection, and service of facility equipment.

Vendor will provide qualified technicians that can troubleshoot, diagnose problems and make necessary repairs.

Vendor must be capable of supplying and installing replacement parts for all equipment as required.

A written report for each inspection, testing and maintenance service performed must be completed for each location.

### **Vendor Requirements (Continued)**

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law and are responsible for paying all applicable prevailing wage rates throughout the length of the contract. The successful bidder will be required to submit certified payrolls with every invoice.

A verified statement of payment of prevailing wage rates must be submitted to the District in order for payment to be made.

Contract Period is for one (1) year. Services must be performed as indicated either monthly, quarterly, or annually.

### **Option to Extend Term of the Contract**

1) Chappaqua Central School District has the option of extending or renewing this contract for a period not to exceed two (2) additional one (1) year periods at a price not to exceed the respective annual April 2012 and April 2013 consumer price indices (CPI NY, Northern NJ Area)

2) Said renewal option shall be deemed to have been exercised upon formal written notification to the Contractor fifteen (15) calendar days prior to the expiration of the initial term of the contract or of the first extension thereof, provided that the Purchasing Agent shall have given preliminary notice of the Chappaqua Central School District's intention to renew at least thirty (30) calendar days before this contract is to expire. (Such preliminary notice will not be deemed to commit the Chappaqua Central School District to exercise the option)

3) If the School District exercises the option for the first additional one (1) year period, the contract as renewed shall be deemed to include the option provision for the second additional one (1) year period. However, the total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years

CHAPPAQUA CENTRAL SCHOOL DISTRICT  
66 ROARING BROOK ROAD  
P.O. BOX 21  
CHAPPAQUA, NEW YORK 10514

**BID #850: ENVIRONMENTAL SERVICES AND  
MAINTENANCE**

**SEALED BID CHECKLIST**

**LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND  
INCLUDED IN SEALED BID ENVELOPE**

---

- 1) ☒ COMPLETED COST SHEET
- 2) ☒ PROPOSAL AND FORMS MUST HAVE A CORPORATE SEAL AFFIXED TO THEM.
- 3) ☒ BID BOND OR CERTIFIED CHECK MADE PAYABLE TO THE CHAPPAQUA CENTRAL SCHOOL DISTRICT IN THE AMOUNT OF 5% OF THE BID AMOUNT.
- 4) ☐ COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET
- 5) ☐ COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID PACKET.  
**THIS PAGE MUST BE NOTARIZED OR BID WILL NOT BE ACCEPTED.**
- 6) ☐ COPY OF 25 MILLION DOLLAR INSURANCE NAMING THE DISTRICT AS ADDITIONALLY INSURED.
- 7) ☒ PROOF OF CERTIFIED PAYROLL
- 8) ☒ COMPLETED PREVAILING WAGE SCHEDULE PROVIDED BY NEW YORK STATE. THE SCHEDULE IS AVAILABLE ON THE DEPARTMENT OF LABOR'S WEB SITE AT [www.labor.state.ny.us](http://www.labor.state.ny.us). PLEASE SPECIFICALLY LOOK UNDER PRC #2011000112 FOR WESTCHESTER COUNTY.
- 9) ☒ COMPLETED, NOTARIZED & SIGNED PREVAILING WAGE CERTIFICATION FORM.

**ALL ITEMS ON THIS LIST MUST BE SUBMITTED IN SEAL  
BID ENVELOPE OTHERWISE BID CANNOT BE ACCEPTED.**



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/12/2010

PRODUCER (973)890-0900 FAX: (973)812-9860

C&amp;H AGENCY

North Riverview Drive

P.O. Box 324

Totowa NJ 07511

INSURED

Conklin Services &amp; Construction, Inc.

94 Stewart Avenue

Newburgh, NY 12550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Chartis Specialty Ins.Co.

INSURER B: Commerce and Industry Co.

INSURER C: NY State Insurance Fund

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	LTR	GENERAL LIABILITY	PROP2719818	10/17/2010	10/17/2011	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 25,000
		<input checked="" type="checkbox"/> XCU Included				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> Contractual	INCLUDES POLLUTION & PROFESSIONAL LIABILITY			GENERAL-AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	CA 9343685	10/17/2010	10/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	PROU2719293	10/17/2010	10/17/2011	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	G1465857-9	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Chappaqua Central School District is included as Additional Insured with respect to all operations performed by or on behalf of the Named Insured but only if required by a written and signed contract.

## CERTIFICATE HOLDER

Chappaqua Central School District  
66 Roaring Brook Road  
P.O. Box 21  
Chappaqua, NY 10515

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Culnen/LORI

# CHAPPAQUA CENTRAL SCHOOL DISTRICT

Chappaqua, NY 10514

## BID AWARD RECOMMENDATION

**School Year 2011/2012****BID No. 870****BID TITLE:**

## Graduation Tent and Chair Rental

**BID OPENING DATE: 01/20/12**

**Examined & Recommended by:**

**John Chow, Assistant Supt. for Business**

**Bid Award Recommended to:**

<b>Company</b>			<b>Items</b>	<b>Amount</b>
<b>STAMFORD TENT &amp; EVENT SERVICES</b>			<b>1</b>	<b>\$22,525.00</b>
ADDITIONAL NOTE: PROJECT IS \$2,453.60 LESS EXPENSIVE THAN SCHOOL YEAR 2010 – 2011.				
<b>Cost</b>				<b>\$22,525.00</b>

**Number of Bids Received: 2**

**Number of Bids Sent: 3**

BOARD OF EDUCATION

CHAPPAQUA CENTRAL SCHOOL DISTRICT

P.O. Box 21, Chappaqua, New York, 10514

BID FORM AND SPECIFICATIONS

NAME OF BIDDER STAMFORD TENT

BUSINESS ADDRESS 84 LENOX AVENUE, STAMFORD, CT 06906

TELEPHONE NUMBER 203/324-6222

The bidder above mentioned declares and certifies:

- First That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein.
- Second That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and
- Third That no member of the Board of Education of Chappaqua Central School District, Chappaqua, New York, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- Fourth That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- Fifth That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Sixth That the total number of items for which prices are quoted is detailed proposal and the total cost thereof is \$ 21,525.00.

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order, as the case may be, the bid deposit made with this bid, or such much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board of Education and the undersigned shall also be liable for and agrees to pay the Board, on demand, the difference between the prices or prices bid and the price or prices for which such items shall be subsequently purchased, less the amount available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days.

Subscribed and sworn to before me

This 19th day of January

Leslie Ann Caval

Notary Public

Commission Expires 1/31/2016

[Signature]  
Signature of Bidder

Barry C. Bosworth, Controller  
Type or Print name signed above

1/19/2012

Stamford Tent & Event Services		RENTAL QUOTE	Page 1 of 1
84 Lenox Avenue			Invoice #: Q246114 E
Stamford, CT 06906			
Tel: (203) 324-6222		Use Date: 06/17/12	
Fax: (203) 356-0316		DELIVERY	
Salesperson:	Order Date:	ordered by:	Delivery Date: 06/12/12*
MSM/MIKE	01/09/12	MIKE TRNIK	Pickup: 06/18/12*

Rented to: 6718 HORACE GREELEY 66 ROARING BROOK RD. CHAPPAQUA, NY 10514 914-861-9407	Delivered to: HORACE GREELEY HIGH SCHOO 66 ROARING BROOK RD. SOFTBALL FIELD CHAPPAQUA, NY 10514 914-861-9404	Caterer: N/A Staff Arr. 3:00 PM Guest Arr. 5:00 PM
--	---	---

	RATE	TOTAL
PURCHASE ORDER #:		
1 EA 100'X220'WHITE CENTURY MARQUEE RAISED TO AN EAVE HEIGHT OF 10' (NO SIDE WALLS)	21,340.00	21,340.00
1 EA 20'X20' WHITE MARQUEE (NO SIDE WALLS)	400.00	400.00
1 EA INSTALLATION & REMOVAL CHARGE	1,720.00	1,720.00
RENTALS		
2,500 EA SAMSONITE WHITE FOLDING CHAIRS	1.80	4,500.00
<p>ALL PERMITS ARE THE RESPONSIBILITY OF LESSEE. COPIES OF RELEVANT PERMITS MUST BE PROVIDED TO STAMFORD TENT PRIOR TO START OF INSTALLATION.</p> <p>WESTCHESTER "ONE CALL" #800-962-7962 PLEASE CALL TO HAVE YOUR WATER, GAS &amp; POWER LINES MARKED PRIOR TO INSTALLATION.</p> <p>IF THIS MEETS WITH YOUR APPROVAL, PLEASE SIGN AND RETURN TO US THE "OFFICE" COPY, WHICH WILL CONSTITUTE OUR CONTRACT.</p> <p>LESSOR'S ACCEPTANCE OF THIS CONTRACT CONTINGENT UPON THE AVAILABILITY OF THE EQUIPMENT ON THE DATE LESSOR RECEIVES THE VALIDATED CONTRACT.</p> <p>A NON-REFUNDABLE DEPOSIT OF \$11,262.50 IS DUE WITH THE SIGNED CONTRACT ON OR BEFORE FEBRUARY 8, 2012. BALANCE DUE ON INSTALLATION.</p>		

PURCHASE ORDER #	RENTAL	27,960.00
	DEL/P.U.	0.00
	OTHER AMT	0.00
	SUB-TTL	27,960.00
	DISCOUNT	-5,435.00
	TAX (NY1)	0.00
	TTL DUE	22,525.00
	ADVANCE	0.00
	OTHER	0.00
	BALANCE	22,525.00

This proposal is subject to the terms and conditions as stated on the attached sheet. I have read them and agree to comply.

_____ SIGNATURE	_____ PRINT NAME	_____ DATE
--------------------	---------------------	---------------

## LEASE AGREEMENT

### TERMS AND CONDITIONS

The Stamford Tent and Equipment Company ("Lessor") hereby agrees to lease to Lessee the equipment described on the attached schedules in accordance with the following agreement.

### TITLE AND OWNERSHIP

1. The leased equipment shall at all times be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms and conditions of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of installation without the express written permission of Lessor.

### WEATHER RELATED RISKS

2. Lessee assumes all weather-related risks involved in holding an outdoor, tented event. Lessor will endeavor to minimize said risk, however, should any Tent, Canopy or Marquee become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, Lessee shall still be liable for payment in full of all charges.

### RISK OF LOSS OR DAMAGE

3. Lessee shall assume all risk of loss or damage to the equipment while it is in Lessee's possession. Should any such loss or damage occur, the Lessee shall pay to the Lessor an amount equal to the repair or replacement cost at the option of the Lessor. Notwithstanding damage or loss of the equipment, the Lessee shall have the obligation to pay rent for the agreed period. Lessor shall assume the responsibility for all loss or damage to Lessor's property caused by wind, rain, fire, flooding, or any other disturbance of nature.

### SECURITY

4. Lessee agrees to employ a competent watchman on the premises upon which the Lessor's equipment is located, to prevent fire, theft, or other depredations to said property, from the first day of installation, up to and including the last day the equipment is removed. Although the responsibility for the above mentioned is not altered, a watchman is not required for tents erected on private residence that is enclosed.

### INDEMNITY

5. Lessee shall indemnify, protect, save, and hold harmless Lessor, its agents, servants, successors, and assigns from and against all losses, damages, injuries, claims, and expenses of whatsoever nature (including reasonable attorneys' fees) arising out of the use, condition, or operation of the leased equipment during the terms of this agreement. Lessee shall assume the defense of any suit, or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands, and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue with full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law, or otherwise.

### WAIVER OF LIABILITY

6. Although Lessor will endeavor at all times to use its best efforts to minimize the damage to Lessee's property during the installation, use or removal of the leased equipment, Lessee assumes all risk of such damage and expressly releases Lessor from liability for any such damages that may occur, including damage to underground obstructions, such as, but is not limited to sprinkler systems, gas lines, water lines, power lines, and telephone or telecommunication cables.

#### MODIFICATION OF AGREEMENT

7. In the event that the Lessee changes any of the arrangements relating to the services performed or to equipment to be leased, Lessor shall have the right to add or subtract such equipment, service, or servicemen as in its sole discretion may be necessary to maintain safety and quality of the work to be performed. Lessee shall pay for any additional equipment, service, or servicemen, at Lessor's customary charge therefore. No such modification may occur without the written approval of the Lessor. Any last minute additions are subject to the availability of both equipment and labor.

#### PAYMENT

8. Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or are chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid when due, an amount equal to 1 1/2 % (18% annually) of the outstanding balance due shall be charged every month thereafter until final payment is made by the Lessee. In the event that Lessee has directed that the leased charges hereunder be billed to another person or organization within the terms specified, Lessee shall, promptly upon receiving notice of non-payment, pay such lease charges and such additional charge as may be added to the outstanding balance pursuant to the terms hereof. Lessee further agrees to pay and to be responsible for any and all costs, disbursements, and attorneys fees incurred in any action to collect any debt pursuant to this agreement.

#### PREPARATION OF SITE

9. Lessee agrees to have the site upon which the equipment is to be erected free and clear of all obstacles, natural and man made, prior to the arrival of the Lessor's work crews. Lessee further agrees to have all tents cleared for removal prior to our arrival. All non-leased equipment and decorations shall be cleared and taken from site. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rent, and all costs including collection and legal expense.

#### INSPECTION BY LESSOR

10. Lessor shall at all times, after prompt and reasonable notice to Lessee, have the right to enter any premises where equipment may be located for purposes of inspecting it or observing its use, or removing it from Lessee's premises.

#### ALTERATIONS

11. Lessee shall make no alterations whatsoever in the leased equipment without having obtained prior written permission of Lessor.

#### DEFAULT

12. The occurrence of any of the following events shall, at the option of the Lessor, terminate this lease and Lessee's right to possession of the property leased: (a) The non-payment by Lessee of the deposit required hereunder to be paid by Lessee. (b) The noncompliance by Lessee with any other term, covenant, or condition of this lease which is not cured within a reasonable time after notice thereof from Lessor. (c) Should any execution or other writ of process of law be issued in any action against the Lessee, whereby the said equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter into any agreement of composition with creditor, or if Lessor shall deem itself insecure.

#### MATERIAL

13. All tents, canopies, and marquees are subject to stretching and retracting up to 3% of listed sizes and although the fabric material has been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof.

#### PERMITS AND LICENSES

14. Lessee shall, at its own expense and prior to the installation of the equipment, obtain all necessary permits, licenses, and other consents as may be required. If for any reason Lessee fails to or is unable to obtain any such required permits, licenses and/or other consents, Lessee hereby agrees to indemnify, protect, save, and hold harmless Lessor and Lessor's representatives, agents, employees, assigns, affiliates, subsidiaries and/or designees against any and all losses,

damages, injuries, claims, suits, liabilities, judgements, costs and expenses of whatsoever nature (including reasonable attorneys' fees) arising out of or in connection with Lessee's failure or inability to obtain any such required permits, licenses and/or other consents.

CHOICE OF LAW

15. This agreement shall be governed by and construed under the laws of the state of Connecticut.

SUSPENSION OF LESSOR'S AGREEMENT

16. Lessor's obligations hereunder shall be suspended to the extent Lessor is hindered or prevented from complying therewith because of labor disturbance, including strikes and lockouts, acts of God, fires, storms, accidents, government regulations, or interferences of any cause whatsoever beyond the control of Lessor.

ENTIRE AGREEMENT: SEVERABILITY

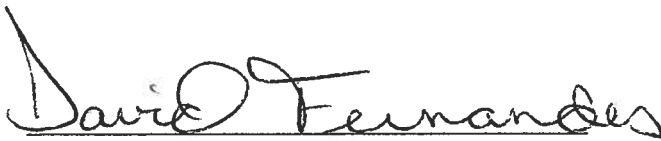
17. This agreement embodies the entire agreement of the parties. It may not be modified or terminated except by other written agreement of the parties. If any provision herein is declared invalid, it shall be considered deleted from this lease and shall not invalidate the remaining provisions hereof.

CHAPPAQUA CENTRAL SCHOOL DISTRICT  
PROOF OF VISITATION  
BID #870  
"GRADUATION TENTS AND CHAIR RENTAL"

I, MIKE MCKEON of STAMFORD TENT certify that I have  
visited the site for the graduation at Horace Greeley High School along with  
a representative of Horace Greeley High School on \_\_\_\_\_.  
Date

  
\_\_\_\_\_  
Signature of Vendor Representative

MICHAEL S. MCKEON  
Printed name of Vendor Representative

  
\_\_\_\_\_  
Signature of Horace Greeley High School Representative

DAVID Fernandes  
Printed name of Horace Greeley High School Representative





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Peoples United Insurance 1 Goodwin Square Hartford CT 06103	<b>CONTACT</b> NAME: Juliann Pulie PHONE (A/C, No, Ext): 203-338-7933 FAX (A/C, No): 203-338-5953 E-MAIL: Juliann.Pulie@Peoples.com ADDRESS: Juliann.Pulie@Peoples.com PRODUCER CUSTOMER ID #: STATE1																					
<b>INSURED</b> Stamford Tent and Event Services Stamford Tent & Equipment Company 84 Lenox Avenue Stamford CT 06906-1419	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Praetorian Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Tower National Insurance Co.</td><td></td></tr><tr><td>INSURER C:</td><td>FARMINGTON CAS CO</td><td>41483</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Praetorian Insurance Company		INSURER B:	Tower National Insurance Co.		INSURER C:	FARMINGTON CAS CO	41483	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Praetorian Insurance Company																					
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INSURER C:	FARMINGTON CAS CO	41483																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER: 2088264191

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	H8406001210	3/19/2011	3/19/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC
A	AUTOMOBILE LIABILITY	Y	Y	H84060012210	3/19/2011	3/19/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$10,000			NUGDN0118211	3/19/2011	3/19/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	XCUB3421T69711	3/19/2011	3/19/2012	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event Date  
Reservation Number  
Event 6/17/12  
See Attached...

## CERTIFICATE HOLDER

Horace Greeley  
66 Roaring Brook Road  
Chappaqua NY 10514

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: STATE1

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Peoples United Insurance		NAMED INSURED Stamford Tent and Event Services Stamford Tent & Equipment Company 84 Lenox Avenue Stamford CT 06906-1419	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

246114

BID PROPOSAL CERTIFICATION

FIRM NAME STANFORD TENT

BUSINESS ADDRESS 84 LENOX AVENUE, STAMFORD, CT 06906

TELEPHONE NUMBER 203/324-6222 DATE OF BID \_\_\_\_\_

I. General Bid Certification – The bidder certifies that he will furnish, at the prices herein quoted, the material, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

1. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

“(b) A bid shall not be considered for award nor shall award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.”

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

*Heidi Lynn Caval*

*Commissioner Francis 1/31/2016*

*1/19/2017*

**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID OPENING**

**School Year:** 11-12

**Number** 870

**Category:** Graduation Tent  
+ Chair Rental

**Observed by:** A.P. Jmd 1/20/12  
Made Jmd 1/20/12

**Date:** 01/20/2012

**SUBMITTED BIDS OPENED AS FOLLOWS:**

	COMPANY	ITEMS	AMOUNTS
1.	Party Line Tent Rent	3	\$24,975.60
2.	Stamford Tent		\$22,525.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

**BID AWARD RECOMMENDATION:**

---

**Number of Bids Received:** 2

**Number of Bids Sent:** 3

**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID NOTIFICATIONS**

**School Year:** 2011 - 2012

**Number** 870

**Category:** Graduation Tent and Chair Rental

**Bid Opening Date:** 01/20/2012

**LIST OF VENDORS CONTACTED REGARDING BID INFORMATION AS  
FOLLOWS:**

	<b>COMPANY</b>	<b>DATE OF CONTACT</b>
<b>1.</b>	Stamford Tent and Events	01/06/2012
<b>2.</b>	Party Line Tent Rentals	01/06/2012
<b>3.</b>	Durants Party Rentals	01/06/2012
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		
<b>11.</b>		
<b>12.</b>		
<b>13.</b>		

---

**Number of Bids Sent:** 3

**CHAPPAQUA CENTRAL SCHOOL DISTRICT  
66 ROARING BROOK ROAD  
P.O. BOX 21  
CHAPPAQUA, NEW YORK 10514**

**BID #870**

**Graduation Tent and Chair Rental**

Part I – Notice to Bidders

Part II Check List

Part III – Main Specification

Part IV – Site Visit Form

Part V – General Bid Documents

Part VI – Bid Proposal Certification

Part VII – Bid Form and Specifications

**NOTICE TO BIDDERS**  
**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**66 ROARING BROOK ROAD**  
**P.O. BOX 21**  
**CHAPPAQUA, NEW YORK 10514**

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

**BID #870**

**Graduation Tents and Chair Rental**

Our school district is in need of rental of two white marquee tents as well as a set of chairs for the graduation at our Horace Greeley High School for the graduation date of **Sunday, June 17<sup>th</sup>, 2012 at 5:00pm**. Please see the attached specifications for the details of this project.

**NOTES:**

**Previous Bid**

Dollar amount of the previous year bid vendor was \$24,978.60. This information is being provided to all interested Bidders to maximize competition and to assist Bidders in providing the lowest possible pricing to the school district

**Payment**

No prepayment for items or services is allowed.

**Visit**

A mandatory visit to site at Horace Greeley High School is required in order to participate in this bid. The visit must be accompanied by A Horace Greeley High School representative in order for it to be valid. An enclosed "Proof of Visit" form must be signed by both the applicant and a Horace Greeley High School representative. The signed form must then be submitted with bid documents in the applicant's sealed bid package. The only exception to this request is if a vendor is able to submit a previously signed visit form.

The visit must be scheduled between the hours of 7:30am & 2:00pm Monday through Friday. Site address is: Horace Greeley High School, 70 Roaring Brook Road, Chappaqua, NY 10514. Appointments can be scheduled with the Horace Greeley High School Assistant Principal's office, Mark Bayer, at 914-861-9403.

### **Equipment Set-up**

Successful bidder must be solely responsible for equipment delivery and set-up. No third party vendor can be used.

Successful bidder must be able to insure that all equipment will be available for time of event.

Successful bidder is responsible for any damage which may effect underground obstructions.

### **Insurance**

Successful bidder must provide proof of insurance certificate.

### **Bid**

Last page of general bid document must be notarized otherwise bid will not be accepted.

Sealed bids will be received until **Friday, January 20<sup>th</sup>, 2012 at 2:00pm** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York – mailing address: Chappaqua Central School District, P.O. Box 21, Chappaqua, New York 10514-at which time and place all bids will be opened and read publicly. If further information is needed, call the Purchasing Office at 914 238-7213.

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District.



CHAPPAQUA CENTRAL SCHOOL DISTRICT  
66 ROARING BROOK ROAD  
P.O. BOX 21  
CHAPPAQUA, NEW YORK 10514

## **BID #870: GRADUATION TENT AND CHAIR RENTAL**

### **SEALED BID CHECKLIST**

#### **LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND INCLUDED IN SEALED BID ENVELOPE**

---

- 1) ☐ VISITATION FORM SIGNED BY BOTH VENDOR AND SCHOOL DISTRICT REPRESENTATIVE
- 2) ☐ PROOF OF INSURANCE CERTIFICATE
- 3) ☐ COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET
- 4) ☐ COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET

**ALL ITEMS ON THIS LIST MUST BE SUBMITTED IN SEAL BID  
ENVELOPE OTHERWISE BID CANNOT BID ACCEPTED.**

**BID #870:**  
**GRADUATION TENT AND CHAIR RENTAL**  
**SPECIFICATION**

---

**ITEMS NEEDED:**

<b>QUANTITY:</b>	<b>ITEM DESCRIPTION:</b>
ONE (1)	100' X 220' WHITE CENTURY MARQUEE TENT RAISED TO A HEIGHT OF 10' WITH NO SIDE WALLS
ONE (1)	20' X 20' WHITE MARQUEE TENT WITH NO SIDE WALLS
TWENTY FIVE HUNDRED (2,500)	WEDDING WHITE SAMPSONITE OR QUALITY SIMILAR PLASTIC CHAIRS NOTE: CHAIRS MUST BE CLEAN AND IN EXCELLENT CONDITION

**SET UP INSTRUCTIONS:**

**DATES AND TIMES:**

EXACT LOCATION: HORACE GREELEY HIGH SCHOOL SOFTBALL FIELD

DATE AND TIME FOR VENDOR TO ARRIVE AND SET UP FOR THE 100' X 220'  
WHITE CENTURY MARQUEE AND 20' X 20' WHITE MARQUEE TENT:  
TUESDAY, JUNE 12<sup>TH</sup>, 2012 AT 8:00AM

DEADLINE DATE AND TIME TO HAVE OPERATION READY TO GO:  
WEDNESDAY, JUNE, 13<sup>TH</sup>, 2012 AT 5:00PM

DEADLINE DATE AND TIME FOR CHAIRS TO ARRIVE:  
THURSDAY, JUNE 14<sup>TH</sup>, 2012 BY 8:00AM

DATE AND TIME FOR VENDOR TO PACK UP AND LEAVE:  
MONDAY, JUNE, 18<sup>TH</sup>, 2012 BY 5:00PM.

PLEASE NOTE: FIELD MUST BE LEFT IN THE EXACT CONDITION AS IT WAS  
PROIR TO BEGINNING OF PROJECT.



**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID OPENING**

**School Year: 2011 - 2012**

Number 871

Category: Scaffolding

Analyzed by: Mike J. [Signature] <sup>2/10/12</sup> Date: 02/10/12  
G.O. 2/10/12

**SUBMITTED BIDS OPENED AS FOLLOWS:**  
**VENDOR NAME:**

1.	<u>SJA Builders, Inc.</u>	
	Base Bid Total Cost	\$ <u>33,000.00</u>
2.	<u>SIBA Contracting Corp.</u>	
	Base Bid Total Cost	\$ <u>36,500.00</u>
3.		
	Base Bid Total Cost	\$
4.		
	Base Bid Total Cost	\$
5.		
	Base Bid Total Cost	\$
6.		
	Base Bid Total Cost	\$

<b>7.</b>		
	Base Bid Total Cost	\$
<b>8.</b>		
	Base Bid Total Cost	\$
<b>9.</b>		
	Base Bid Total Cost	\$
<b>10.</b>		
	Base Bid Total Cost	\$

**BID AWARD RECOMMENDATION:**

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Number of Bids Received: 2  
Number of Bids Sent: 5

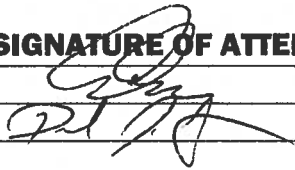
**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID OPENING**

**School Year:** 2011-2012

Number 871 Category: scaffolding  
<sup>9.0 2/12/12</sup>  
Analyzed by: Mike Smith 2/10/12 Date: 02/10/12

**VENDORS IN ATTENDANCE AS FOLLOWS:**

	COMPANY	SIGNATURE OF ATTENDEE
1.	EMPIRE	
2.	AFI GLASS	
3.		
4.		
5.		
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13.		

SECTION 00 41 00

PROPOSAL FORM

PROJECT: COURTYARD WINDOW AND LINTEL REPLACEMENTS

Robert Bell Middle School  
50 Senter Street  
Chappaqua, NY 10514

DATED: 02/08/12

To: Chappaqua Central School District  
66 Roaring Brook Road  
Chappaqua, New York 10514

Attn: Mr. John A. Chambers, Superintendent of Schools

Gentlemen:

The Undersigned, in compliance with the Invitation and Instructions to Bidders, agrees that if this bid is accepted as hereinafter provided he/she will provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work required for the execution of the aforementioned project in accordance with documents as prepared by KG&D Architects, PC; 285 Main Street; Mt. Kisco, New York 10549; 914-666-5900 for the work of **Contract #1- Window System Replacement** at the aforementioned project for the following LUMP SUM COST:

- ON A SEPARATE BID, BID # 872 -

Dollars (\$            )

The Undersigned, in compliance with the Invitation and Instructions to Bidders, agrees that if this bid is accepted as hereinafter provided he/she will provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work required for the execution of the aforementioned project in accordance with documents as prepared by KG&D Architects, PC; 285 Main Street; Mt. Kisco, New York 10549; 914-666-5900 for the work of **Contract #2- Scaffolding and Staging** at the aforementioned project for the following LUMP SUM COST:

thirty three Thousand Dollars — Dollars (\$ 33,400 - )

Further, as part of the proposal, the undersigned agrees to the stated percentages for extra work if ordered on a Time and Material basis in accordance with Article 13 of AIA A107 to cover all overhead and profit allowance.

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

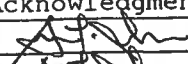

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for forty five (45) days after date of proposal.

If written Notice to Proceed, Letter of Intent or Contract is received within forty five (45) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Owner within ten (10) days after receipt of said notice of award, the executed Contract, together with the Performance Bond, Labor and Material Payment Bonds and Insurance Certificates required herein.

The Undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner; that its' amount is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above named Bonds and Contract; and that if the undersigned defaults in furnishing said bonds or in executing and delivering said Contract within ten (10) days of written notification of award of the Contract to him/her, then said Security shall be payable to the Owner for its' own account; but if this proposal is not accepted within said forty five (45) days of the time set for submission of Bids, or if the Undersigned executes and delivers said bonds and Contract, the Bid Security shall be returned to the Undersigned.

The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum	Date	Acknowledgment
1	01/23/12	
2	02/06/12	

By submission of this Proposal, the undersigned acknowledges that they have read the milestone and schedule requirements, Section 01 10 00, and agrees to provide sufficient staff and organization as well as to select subcontractors, suppliers and vendors to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

The Undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

#### SITE FAMILIARITY AFFIDAVIT

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its' own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The bidder has visited and is familiar with the site of the Work and has



made such observations as are necessary and available to fully understand the existing conditions at the site of the Work.

**NON-COLLUSIVE AFFIDAVIT**

Every bid or proposal made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof, for work or services performed or to be performed or goods sold to or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to Section 103d of the General Municipal Law of the State of New York as amended by Laws of 1966.

**NON-COLLUSIVE BIDDING CERTIFICATION**

- a. By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its' own organization, under penalty of perjury, that to the best of his knowledge and belief:
  1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
  3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made (a)1, 2 and 3 above, have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Where (a)1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

By submission of this Proposal, the Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

Respectfully submitted,

10 January 2012  
ISSUED FOR RE-BID  
SED No. 66-10-04-06-0-009-015

Chappaqua Central School District  
Robert E. Bell Middle School  
Window Replacement

S & N BUILDERS, INC  
Contractor

By: SAKANDER RAJA Title: PRESIDENT  
Business Name: S & N BUILDERS, INC  
Address: 156 E 3<sup>RD</sup> ST, MT. VERNON, NY 10550  
Telephone Number: (914) 664. 8444  
Attest: ANGELOU RACHO Title: OFFICE MANAGER

\*\*End of Proposal Form\*\*

## **BID ADDENDUM – BID #871**

### **NOTICE TO BIDDERS**

**CHAPPAQUA CENTRAL SCHOOL DISTRICT  
66 ROARING BROOK ROAD  
P.O. BOX 21  
CHAPPAQUA, NEW YORK 10514**

Due to a notation error in regards to the bid opening date: Bid #871 for Scaffolding which was originally scheduled for Thursday, February 9th, 2012 at 2:00pm has been postponed. The new bid opening date will take place on Friday, February 10<sup>th</sup>, 2012 at 2:00pm. It will be opened simultaneously along with Bid #872 for Window Replacement.

If you have any questions, please call the school district purchasing office at 914.238.7213 or email at [mitrnik@ccsd.ws](mailto:mitrnik@ccsd.ws) .

**The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District. A bidder may be disqualified from receiving awards if such bidder or anyone in his or her employ has previously failed to perform satisfactorily on connection with public bidding or contracts.**

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## ADDENDUM NUMBER 2

Dated: February 6, 2012

The attention of the State Education Department is called to the following Addendum to the Contract Forms and Specifications. The items set forth herein, whether of omission, addition, substitution or clarification are to be included in and form a part of the proposal submitted.

This Addendum consists of the following information

Part 1	Division #0, Bidding and Contract Requirements – NOT USED
Part 2	Technical Changes - Architectural, Structural and Civil – SEE BELOW
Part 3	Technical Changes -Mechanical, Electrical and Plumbing - NOT USED
Part 4	Drawings Changes - Architectural and Civil - NOT USED
Part 5	Drawing Changes – Structural- NOT USED
Part 6	Drawing Changes -Mechanical, Electrical and Plumbing - NOT USED
Part 7	Clarifications - SEE BELOW

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Part 1	Division #0, Bidding and Contract Requirements
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### 1. ADD THE FOLLOWING BOXED NOTE TO DETAIL 2/A2.2

**ROLLER SHADES ARE TO BE:**

- A. Manual operating, chain drive, sunscreen roller shades.
- B. Environmentally Certified Shadecloth: MechoShade Systems, Inc., EcoVeil group, 1350 Series, fabricated from TPO for both core yarn and jacket, single thickness, non-raveling 0.030 inch (0.762 mm) thick fabric.
- C. Weave: 5 percent open 2x2 basket weave.
- D. Color: Selected from manufacturer's standard colors.
- E. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.
- F. Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room. Shade band and Shade Roller Attachment:

Use extruded aluminum shade roller tube of a diameter and wall thickness required to

support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shade are not acceptable. Provide for positive mechanical engagement with drive / brake mechanism. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets. Any method of attaching shade band to roller tube that requires the use of adhesive, adhesive tapes, staples, and/or rivets are not acceptable

Part 7                      Clarifications

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1. Contracts #1 & #3 are separate contracts and are to be bid as such as per 00 41 00 – Proposal Form. Bidders are invited to provide proposals for one or both contracts in the spaces provided on the proposal form.
2. The windows and caulk have been tested for asbestos. No asbestos abatement is specified or necessary.

\*\* End of Addendum 2 \*

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## ADDENDUM NUMBER 1

Dated: January 23, 2012

The attention of the State Education Department is called to the following Addendum to the Contract Forms and Specifications. The items set forth herein, whether of omission, addition, substitution or clarification are to be included in and form a part of the proposal submitted.

This Addendum consists of the following information

- |        |  |
|--------|--|
| Part 1 | Division #0, Bidding and Contract Requirements – SEE BELOW         |
| Part 2 | Technical Changes - Architectural, Structural and Civil – NOT USED |
| Part 3 | Technical Changes -Mechanical, Electrical and Plumbing - NOT USED  |
| Part 4 | Drawings Changes - Architectural and Civil - NOT USED              |
| Part 5 | Drawing Changes – Structural- NOT USED                             |
| Part 6 | Drawing Changes -Mechanical, Electrical and Plumbing - NOT USED    |
| Part 7 | Clarifications - NOT USED  |

Part 1	Division #0, Bidding and Contract Requirements
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### 1. SECTION 00 21 00 –INVITATION AND INSTRUCTIONS TO BIDDERS

Modify Article 1.05 as follows to add a second Informational Meeting date. Additional meeting date appears in **bold type**.

- 1.05 INFORMATIONAL MEETING - All bidders are advised that an informational meeting will be held as follows:
- A. Dates – Thursday, 19 January 2012 & **Wednesday, February 1, 2012**
  - B. Local Prevailing Time – 3:30pm
  - C. Location – Port Cochere Entrance, Robert E. Bell Middle School; 50 Senter St., Chappaqua, NY 10514
  - D. Any and all questions that may arise as a result of this meeting will be recorded and answered by the Addendum process.

**\*\* End of Addendum 1 \***

## NOTICE TO BIDDERS

The Chappaqua Central School District **will receive individual sealed proposals before 2:00 pm on Thursday, February 9<sup>th</sup>, 2012** for:

**BID #871:  
Scaffolding  
Robert E. Bell Middle School  
50 Senter Street  
Chappaqua, NY 10514**

The District will receive the proposals at the **Education Center, P.O. Box 21, 66 Roaring Brook Road, Chappaqua, NY 10514**, and at that time and place any and all such proposals that have been received in accordance with the terms hereof will be publicly opened and read aloud.

**The District invites bidders to bid on the work described in the Bid Documents that falls within the following bid package:**

Bid Package

Trade

1

Scaffolding

See the Bid Documents for a further description of the scope of work.

Bidders must use the Bid Proposal Forms included with the Bid Documents in order to make their proposals, and each proposal must be made in accordance with those Forms.

Bidders may obtain the Bid Documents **on or after, Friday, January, 13<sup>th</sup> 2011 after 11:00am**, by contacting Mike Trnik at the Chappaqua Central School District Administration Office; phone 914-238-7213 or by e-mail at [mitrnik@ccsd.ws](mailto:mitrnik@ccsd.ws). A deposit of \$50.00 per set will be required. Deposit checks shall be made out to the Chappaqua CSD.

The full deposit will be refunded to bidders upon return of the Bid Documents in acceptable condition within one week of notification of award by the District.

**The contractors shall note that time is of the essence. The project must be substantially complete on or before Friday, August 31<sup>st</sup>, 2012.**

Pricing must be valid until August 31<sup>st</sup>, 2012.

Each proposal must be accompanied by a certified check payable to Chappaqua CSD or by a Bid Bond for a sum equal to five percent (5%) of the bid, conditioned as set forth in the Instructions to Bidders. All bid security, except those of the three low bidders will be returned within four days after proposals are submitted. The bid security provided by the three low bidders will be returned after the execution of the Contract.

The District may require the successful bidder to provide separate Performance and Labor & Materials Payment Bonds in the amount of the contract price and in the form specified in the Bid Documents.

To the fullest extent allowed by law, the District reserves the right to reject bids that contain omissions, exceptions or modifications, or in their sole discretion to waive such irregularities, or to reject any or all bids or to accept any bid which is in the best interest of the District.

All proposals shall be sealed and in an envelope that is distinctly marked on the outside as follows:

**Chappaqua CSD Bid # 871**  
**Robert E. Bell Middle School**  
**Scaffolding**  
**Bid Opening – February 9<sup>th</sup>, 2012 at 2:00pm**  
**Name of Bidder \_\_\_\_\_**

Such proposals must be delivered to Mike Trnik, or his designee, no later than 2:00pm on the bid opening date, at the District Administration Office, 66 Roaring Brook Road, Chappaqua, NY 10514. The District will not open or consider any proposal unless it is received at that location by no later than 2:00pm on the bid opening date. Bidders are solely responsible for the arrival of each bid proposal at the place of bid opening by the appointed time, regardless of the means of delivery.

**END OF ADVERTISEMENT**





**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID OPENING**

**School Year: 2011 - 2012**

Number 872

Category: Window Replacement

*Q.O. 2/10/12*

Analyzed by: \_\_\_\_\_

Date: 02/10/12

*Mike Train 2/10/12*

**SUBMITTED BIDS OPENED AS FOLLOWS:**  
**VENDOR NAME:**

1.	<i>S + N Builders, Inc.</i>	
	Base Bid Total Cost	\$ <i>224,000.00</i>
2.	<i>Arrow Steel Window Corp.</i>	
	Base Bid Total Cost	\$ <i>228,000.00</i>
3.	<i>AEI Glass and Architectural Metal, Inc.</i>	
	Base Bid Total Cost	\$ <i>147,600.00</i>
4.	<i>SIBA Contracting Corp.</i>	
	Base Bid Total Cost	\$ <i>169,684.00</i>
5.	<i>Empire Energy Specialists, Inc.</i>	
	Base Bid Total Cost	\$ <i>134,400.00</i>
6.	<i>Forno Enterprises, Inc.</i>	
	Base Bid Total Cost	\$ <i>119,200.00</i>

<b>7.</b>		
	Base Bid Total Cost	\$
<b>8.</b>		
	Base Bid Total Cost	\$
<b>9.</b>		
	Base Bid Total Cost	\$
<b>10.</b>		
	Base Bid Total Cost	\$
<b>11.</b>		
	Base Bid Total Cost	\$
<b>12.</b>		
	Base Bid Total Cost	\$
<b>13.</b>		
	Base Bid Total Cost	\$
<b>14.</b>		
	Base Bid Total Cost	\$
<b>15.</b>		
	Base Bid Total Cost	\$
<b>16.</b>		
	Base Bid Total Cost	\$

**BID AWARD RECOMMENDATION:**

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Number of Bids Received: 6  
Number of Bids Sent: 12

**CHAPPAQUA CENTRAL SCHOOL DISTRICT**  
**CHAPPAQUA - NEW YORK**  
**10514**

**BID OPENING**

**School Year:** 2011-2012

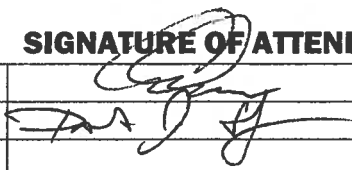
Number 872  
90 2/13/12

Category: Window Replacement

Analyzed by: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDORS IN ATTENDANCE AS FOLLOWS:**

	COMPANY	SIGNATURE OF ATTENDEE
1.	EMPIRE	
2.	API GLASS	
3.		
4.		
5.		
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10 January 2012  
ISSUED FOR RE-BID  
SED No. 66-10-04-06-0-009-015

Chappaqua Central School District  
Robert E. Bell Middle School  
Window Replacement

SECTION 00 41 00

PROPOSAL FORM

PROJECT: COURTYARD WINDOW AND LINTEL REPLACEMENTS

Robert Bell Middle School  
50 Senter Street  
Chappaqua, NY 10514

DATED: February 10, 2012

To: Chappaqua Central School District  
66 Roaring Brook Road  
Chappaqua, New York 10514

Attn: Mr. John A. Chambers, Superintendent of Schools

Gentlemen:

The Undersigned, in compliance with the Invitation and Instructions to Bidders, agrees that if this bid is accepted as hereinafter provided he/she will provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work required for the execution of the aforementioned project in accordance with documents as prepared by KG&D Architects, PC; 285 Main Street; Mt. Kisco, New York 10549; 914-666-5900 for the for the work of Contract #1- Window System Replacement at the aforementioned project for the following LUMP SUM COST:

One Hundred Nineteen Thousand Two Hundred Dollars

Dollars (\$ 119,200.00 )

The Undersigned, in compliance with the Invitation and Instructions to Bidders, agrees that if this bid is accepted as hereinafter provided he/she will provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work required for the execution of the aforementioned project in accordance with documents as prepared by KG&D Architects, PC; 285 Main Street; Mt. Kisco, New York 10549; 914-666-5900 for the for the work of Contract #2- Scaffolding and Staging at the aforementioned project for the following LUMP SUM COST:

N/A

Dollars (\$ N/A )

Further, as part of the proposal, the undersigned agrees to the stated percentages for extra work if ordered on a Time and Material basis in accordance with Article 13 of AIA A107 to cover all overhead and profit allowance.

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

10 January 2012  
ISSUED FOR RE-BID  
SED No. 66-10-04-06-0-009-015

Chappaqua Central School District  
Robert E. Bell Middle School  
Window Replacement

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for forty five (45) days after date of proposal.

If written Notice to Proceed, Letter of Intent or Contract is received within forty five (45) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Owner within ten (10) days after receipt of said notice of award, the executed Contract, together with the Performance Bond, Labor and Material Payment Bonds and Insurance Certificates required herein.

The Undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner; that its' amount is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above named Bonds and Contract; and that if the undersigned defaults in furnishing said bonds or in executing and delivering said Contract within ten (10) days of written notification of award of the Contract to him/her, then said Security shall be payable to the Owner for its' own account; but if this proposal is not accepted within said forty five (45) days of the time set for submission of Bids, or if the Undersigned executes and delivers said bonds and Contract, the Bid Security shall be returned to the Undersigned.

The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum	Date	Acknowledgment
#1	1/23/2012	Received
#2	2/06/2012	Received

By submission of this Proposal, the undersigned acknowledges that they have read the milestone and schedule requirements, Section 01 10 00, and agrees to provide sufficient staff and organization as well as to select subcontractors, suppliers and vendors to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

The Undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

#### SITE FAMILIARITY AFFIDAVIT

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its' own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The bidder has visited and is familiar with the site of the Work and has

made such observations as are necessary and available to fully understand the existing conditions at the site of the Work.

**NON-COLLUSIVE AFFIDAVIT**

Every bid or proposal made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof, for work or services performed or to be performed or goods sold to or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to Section 103d of the General Municipal Law of the State of New York as amended by Laws of 1966.

**NON-COLLUSIVE BIDDING CERTIFICATION**

- a. By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its' own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
  3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made (a)1, 2 and 3 above, have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Where (a)1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

By submission of this Proposal, the Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

Respectfully submitted,

10 January 2012  
ISSUED FOR RE-BID  
SED No. 66-10-04-06-0-009-015

Chappaqua Central School District  
Robert E. Bell Middle School  
Window Replacement

Forno Enterprises, Inc.

Contractor

By: Brian A. Forno Title: Vice President

Business Name: Forno Enterprises, Inc.

Address: 9330 County Highway 27, Trout Creek, N.Y. 13847

Telephone Number: (607) 865 - 7860

Attest: MW. Andrew Title: PROJECT COORDINATOR

\*\*End of Proposal Form\*\*



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

B 1111575

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That Forno Enterprises, Inc.

9330 County Hwy 27 Trout Creek, NY 13847

(hereinafter called the Principal)

as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety,

are held and firmly bound unto Chappaqua Central School District  
PO Box 21, 66 Roaring Brook Rd Chappaqua, NY 10514

(hereinafter called the Oblige)

in the full and just sum of 5 % Percent of the Total Bid Amount

( 5 % ), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 6th day of February A.D. 2012 .

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, if the Oblige shall make any award within 60 days to the Principal for

### Robert E Bell Middle School Window Replacement

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Forno Enterprises, Inc.

WITNESS:

(If individual or Firm)

ATTEST:

(If Corporation)

(SEAL)

(SEAL)

BRIAN ALBANESE VICE PRES. (SEAL)  
Principal

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Melissa Prisco  
Attorney-in-Fact  
Melissa Prisco

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partnership)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally  
appeared the above named \_\_\_\_\_

to me known and known to me to be the same described in and who executed the above instrument and duly acknowledged  
the execution of the same.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

(Corporation)

STATE OF New York }  
COUNTY OF Chenango } ss:

On this 15<sup>th</sup> day of FEBRUARY, 2012, before me personally  
appeared BRIAN ALBANESE

to me known, who, being by me duly sworn, did depose and say that he/she resides in SIDNEY CENTER, NY

that he/she is the VICE PRESIDENT of FORNO ENTERPRISES, INC.  
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said  
corporation and that he/she signed his/her name thereto by like order.

Lizbeth Michiels  
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

ACKNOWLEDGMENT OF SURETY  
LIZBETH MICHIELS  
Notary Public State Of New York  
No. 01MI4966303  
Qualified in Chenango County  
My Commission Expires May 7, 2014

STATE OF New York }  
COUNTY OF Delaware } ss:

On this 6th day of February, 2012, before me personally  
appeared Melissa Prisco

duly sworn, did depose and say that he/she resides in Delhi NY  
that he/she is the Attorney-in-Fact of the  
Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said  
corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted  
with Melissa Prisco and knows him/her to be the  
Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Melissa Prisco  
and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

KELLY DANIELLE MCGOWAN  
Notary Public, State of New York  
No. 01MC6079143  
Qualified in Delaware County  
Commission Expires August 12, 2014

Kelly Danielle McGowan  
\_\_\_\_\_  
Notary Public Delaware County



**SELECTIVE®**

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1111575

**POWER OF ATTORNEY**

Public Bid

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Melissa Prisco**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Two Hundred Fifty Thousand Dollars (\$250,000.00)**

Signed this 6th day of February, 2012.

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Dennis L. Barger  
Dennis L. Barger  
Its SVP, Chief Underwriting Officer



**STATE OF NEW JERSEY :**

:ss. Branchville

**COUNTY OF SUSSEX :**

On this 6th day of February, 2012 before me, the undersigned officer, personally appeared **Dennis L. Barger**, who acknowledged himself to be the Senior Vice President of SICA, and that he, as such, Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, signing the name of the corporation by himself as Senior Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
Notary Public of New Jersey  
My Commission Expires 6/2/2016

Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 6th day of February, 2012.

Michael H. Lanza  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

CERTIFIED COPY

**SELECTIVE**Selective Insurance Company of America  
Branchville, NJ 07890

NO:

B 1111575

**SURETY BOND TRANSACTION REPORT****PRINCIPAL****Forno Enterprises, Inc.**  
9330 County Hwy 27  
Trout Creek, NY 13847**OBLIGEE****Chappaqua Central School District****BOND**EFF DATE: 2/10/2012 BILLED EFF DATE: STATE: NY  
EXP DATE: Continuous until cancell TYPE: Private Bid  
RENEWAL METHOD:**RATING SUMMARY**

KIND OF BOND	CLASS	BOND AMT	PREMIUM	COMM %
Public Bid	700	250000	\$0.00	25.00%

TOTAL PREM: \$0.00 TOTAL COMM:

**REMARKS****AGENT**NAME MANG INSURANCE AGENCY LLC  
AND 66 S BROAD ST STE 2  
ADDRESS NORWICH, NY 13815-1700

NUMBER: 001137300000

**RENEWAL COMMENTS**



**SELECTIVE®**

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1111575

**STATEMENT OF FINANCIAL CONDITION**

Public Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2010:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$ 1,680,252	Reserve for losses and loss expenses	\$ 1,243,967
Preferred stocks at convention value	0	Reserve for unearned premiums	353,068
Common stocks at convention values	38,328	Provision for unauthorized reinsurance	452
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	21,577
Short-term investments	60,901	Other accrued expenses	15,581
Mortgage loans on real estate (including collateral loans)	38,785	Other liabilities	<u>160,975</u>
Other invested assets	113,443	Total liabilities	1,795,620
Interest and dividends due or accrued	17,965		
Premiums receivable	271,538	Surplus as regards policyholders	<u>542,611</u>
Other admitted assets	<u>117,019</u>		
Total admitted assets	\$ <u>2,338,231</u>	Total liabilities and surplus as regards policyholders	\$ <u>2,338,231</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 23 day of February, 2011.

Michael H. Lanza  
SICA Corporate Secretary



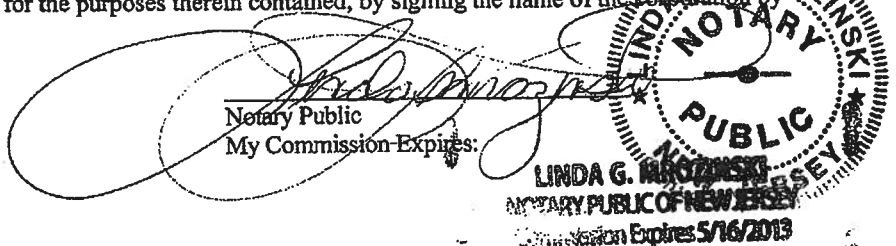
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 23 day of February, 2011, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Corporate Secretary.

Notary Public  
My Commission Expires:





**SELECTIVE®**

**ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA**  
**Attention: BOND CLAIMS**  
40 Wantage Avenue  
Branchville, NJ 07890

**Telefax: (973) 948-0918**

**Phone: (973) 948-3000 EXT 2176**

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that to be certified an act of terrorism the event must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

Coverage for acts of terrorism is already included in your current bond. In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage for terrorist acts certified under that Act.

### **DISCLOSURE OF PREMIUM**

Your current bond includes coverage for terrorist acts certified under the Act for no additional premium.

### **DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNumberB 1111575

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2010, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$542,611,125	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

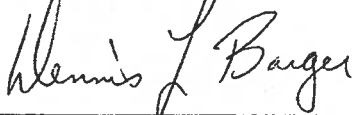
<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$54,261,000	July 1, 2011

(4) The amount of the bond to which this statement and certification is attached is  
\$ 250000

**CERTIFICATE**

**(To be completed by an authorized certifying agent/officer for each surety on the bond)**

I, Dennis L. Barger, as Senior Vice President, Chief Underwriting Officer, Commercial Lines for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



\_\_\_\_\_  
(Signature of certifying agent/officer)

Dennis L. Barger

\_\_\_\_\_  
(Printed name of certifying agent/officer)

Sr. Vice President, Chief Underwriting Officer, Commercial Lines  
(Title of certifying agent/officer)

Dated: February 6th 2012  
\_\_\_\_\_  
(month, day, year)





**PRODUCER COMPENSATION DISCLOSURE**  
**Regulation 194**

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR 30.1 et seq.) Producer Compensation Transparency.

Christopher Slonaker (“the producer”) is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

---

## ADDENDUM NUMBER 2

Dated: February 6, 2012

The attention of the State Education Department is called to the following Addendum to the Contract Forms and Specifications. The items set forth herein, whether of omission, addition, substitution or clarification are to be included in and form a part of the proposal submitted.

This Addendum consists of the following information

Part 1	Division #0, Bidding and Contract Requirements – NOT USED
Part 2	Technical Changes - Architectural, Structural and Civil – SEE BELOW
Part 3	Technical Changes -Mechanical, Electrical and Plumbing - NOT USED
Part 4	Drawings Changes - Architectural and Civil - NOT USED
Part 5	Drawing Changes – Structural- NOT USED
Part 6	Drawing Changes -Mechanical, Electrical and Plumbing - NOT USED
Part 7	Clarifications - SEE BELOW

Part 1	Division #0, Bidding and Contract Requirements
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### 1. ADD THE FOLLOWING BOXED NOTE TO DETAIL 2/A2.2

ROLLER SHADES ARE TO BE:

- A. Manual operating, chain drive, sunscreen roller shades.
- B. Environmentally Certified Shadecloth: MechoShade Systems, Inc., EcoVeil group, 1350 Series, fabricated from TPO for both core yarn and jacket, single thickness, non-raveling 0.030 inch (0.762 mm) thick fabric.
- C. Weave: 5 percent open 2x2 basket weave.
- D. Color: Selected from manufacturer's standard colors.
- E. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.
- F. Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room. Shade band and Shade Roller Attachment:

Use extruded aluminum shade roller tube of a diameter and wall thickness required to

support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shade are not acceptable. Provide for positive mechanical engagement with drive / brake mechanism. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets. Any method of attaching shade band to roller tube that requires the use of adhesive, adhesive tapes, staples, and/or rivets are not acceptable

Part 7                      Clarifications

---

1. Contracts #1 & #3 are separate contracts and are to be bid as such as per 00 41 00 – Proposal Form. Bidders are invited to provide proposals for one or both contracts in the spaces provided on the proposal form.
2. The windows and caulk have been tested for asbestos. No asbestos abatement is specified or necessary.

\*\* End of Addendum 2 \*

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## ADDENDUM NUMBER 1

Dated: January 23, 2012

The attention of the State Education Department is called to the following Addendum to the Contract Forms and Specifications. The items set forth herein, whether of omission, addition, substitution or clarification are to be included in and form a part of the proposal submitted.

This Addendum consists of the following information

- |        |  |
|--------|--|
| Part 1 | Division #0, Bidding and Contract Requirements – SEE BELOW         |
| Part 2 | Technical Changes - Architectural, Structural and Civil – NOT USED |
| Part 3 | Technical Changes -Mechanical, Electrical and Plumbing - NOT USED  |
| Part 4 | Drawings Changes - Architectural and Civil - NOT USED              |
| Part 5 | Drawing Changes – Structural- NOT USED                             |
| Part 6 | Drawing Changes -Mechanical, Electrical and Plumbing - NOT USED    |
| Part 7 | Clarifications - NOT USED  |

Part 1	Division #0, Bidding and Contract Requirements
--------	--

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### 1. SECTION 00 21 00 –INVITATION AND INSTRUCTIONS TO BIDDERS

Modify Article 1.05 as follows to add a second Informational Meeting date. Additional meeting date appears in **bold** type.

1.05 INFORMATIONAL MEETING - All bidders are advised that an informational meeting will be held as follows:

- A. Dates – Thursday, 19 January 2012 & **Wednesday, February 1, 2012**
- B. Local Prevailing Time – 3:30pm
- C. Location – Port Cochere Entrance, Robert E. Bell Middle School; 50 Senter St., Chappaqua, NY 10514
- D. Any and all questions that may arise as a result of this meeting will be recorded and answered by the Addendum process.

**\*\* End of Addendum 1 \***

## NOTICE TO BIDDERS

The Chappaqua Central School District **will receive individual sealed proposals before 2:00 pm on Friday, February 10<sup>th</sup>, 2012** for:

**BID #872:**  
**Window Replacement**  
**Robert E. Bell Middle School**  
**50 Senter Street**  
**Chappaqua, NY 10514**

The District will receive the proposals at the **Education Center, P.O. Box 21, 66 Roaring Brook Road, Chappaqua, NY 10514**, and at that time and place any and all such proposals that have been received in accordance with the terms hereof will be publicly opened and read aloud.

**The District invites bidders to bid on the work described in the Bid Documents that falls within the following bid package:**

Bid Package

Trade

1

Window Replacement

See the Bid Documents for a further description of the scope of work.

Bidders must use the Bid Proposal Forms included with the Bid Documents in order to make their proposals, and each proposal must be made in accordance with those Forms.

Bidders may obtain the Bid Documents **on or after, Friday, January, 13<sup>th</sup> 2011 after 11:00am**, by contacting Mike Trnik at the Chappaqua Central School District Administration Office; phone 914-238-7213 or by e-mail at [mitrnik@ccsd.ws](mailto:mitrnik@ccsd.ws). A deposit of \$50.00 per set will be required. Deposit checks shall be made out to the Chappaqua CSD.

The full deposit will be refunded to bidders upon return of the Bid Documents in acceptable condition within one week of notification of award by the District.

**The contractors shall note that time is of the essence. The project must be substantially complete on or before Friday, August 24<sup>th</sup>, 2012.**

Pricing must be valid for until August 31<sup>st</sup>, 2012.

Each proposal must be accompanied by a certified check payable to Chappaqua CSD or by a Bid Bond for a sum equal to five percent (5%) of the bid, conditioned as set forth in the Instructions to Bidders. All bid security, except those of the three low bidders will be returned within four days after proposals are submitted. The bid security provided by the three low bidders will be returned after the execution of the Contract.

The District may require the successful bidder to provide separate Performance and Labor & Materials Payment Bonds in the amount of the contract price and in the form specified in the Bid Documents.

To the fullest extent allowed by law, the District reserves the right to reject bids that contain omissions, exceptions or modifications, or in their sole discretion to waive such irregularities, or to reject any or all bids or to accept any bid which is in the best interest of the District.

All proposals shall be sealed and in an envelope that is distinctly marked on the outside as follows:

**Chappaqua CSD Bid # 872**  
**Robert E. Bell Middle School**  
**Window Replacement**  
**Bid Opening – February 10<sup>th</sup>, 2012 at 2:00pm**  
**Name of Bidder \_\_\_\_\_**

Such proposals must be delivered to Mike Trnik, or his designee, no later than 2:00pm on the bid opening date, at the District Administration Office, 66 Roaring Brook Road, Chappaqua, NY 10514. The District will not open or consider any proposal unless it is received at that location by no later than 2:00pm on the bid opening date. Bidders are solely responsible for the arrival of each bid proposal at the place of bid opening by the appointed time, regardless of the means of delivery.

**END OF ADVERTISEMENT**